



PROGRESSIVE
BUILDING SOCIETY

Business Savings General Terms and Conditions

**Head Office: Progressive House
33-37 Wellington Place Belfast**

Northern Ireland BT1 6HH

Telephone: 02890 244 926 www.theprogressive.com

Business Savings General Terms and Conditions

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1. Introduction

This document details the Society's general terms and conditions for business savings accounts with Progressive Building Society ('Society'). When you open an account with the Society our agreement with you is made up of the following:

- our Business Savings General Terms and Conditions, described within this document, and
- the specific account terms and conditions that accompany the Summary Box relating to the savings account you opened. The Summary Box will be provided to you at account opening.

Please keep these documents in a safe place as you may need to refer to them in the future. If you have lost, or need further copies of these documents, please contact 028 9016 0950.

These Business Savings General Terms and Conditions supersede any previous versions of our business terms and conditions and form the basis of your relationship with the Society

2. Society Information

A copy of these **Terms and Conditions** can be found on our website.

2.1 Contact Details

Contact details of our Branches and Head Office are below.
(All calls may be recorded and/or monitored).

Head Office

Progressive House, 33/37
Wellington Place, Belfast, BT1 6HH
Tel: (028) 9024 4926
Fax: (028) 9033 0431

Branch offices

Belfast (Wellington Place)

33/37 Wellington Place,
Belfast, BT1 6HH

Ballymena

79/81 Wellington Street,
Ballymena,
Co Antrim, BT43 6AD

Bangor

108 Main Street, Bangor
Co Down, BT20 4AG

Derry / Londonderry

3 Millennium Forum,
Newmarket Street,
Londonderry, BT48 6EB

Omagh

40 High Street, Omagh,
Co Tyrone, BT78 1BP

Coleraine

9 The Diamond, Coleraine,
Co Londonderry, BT52 1DE

Enniskillen

24 High Street, Enniskillen,
Co Fermanagh, BT74 7EH

Glengormley

323 Antrim Road, Newtownabbey,
Co Antrim, BT36 5DY

Lisburn

3 Market Place, Lisburn,
Co Antrim, BT28 1AN

Newtownards

4 Conway Square, Newtownards,
Co Down, BT23 4DD

Portadown

12 Market Street, Portadown,
Co Armagh, BT62 3JY

3. Member and Charitable Assignment

Where you are a body corporate (whether on your own behalf or as a trustee), including an LLP or a charity which is a body corporate, or an individual acting as a 'bare trust' for a body corporate, your account is a deposit account with us. You will not have membership rights in Progressive Building Society and condition 3.1 will not apply to you.

Where you are a sole trader, partnership (but not an LLP) or unincorporated body (and you are not a person acting as a 'bare trustee' for a body corporate), your account is a share account with us and, upon opening your account you will become an investing member of Progressive. By opening this account with us you agree to be bound by our Rules, our charitable assignment scheme and our terms and conditions. A copy of our Rules is available on our website www.theprogressive.com and the terms of our charitable Assignment scheme are set out in condition 3.1.

The following wording in condition 3.1 below applies to you unless you were a shareholding Member as at 31st March 2000 and have continuously maintained a shareholding account.

3.1 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 apply to each of you separately.

- I/We agree with the Society that I/we will assign to the selected charity my/our right to receive any windfall benefits. I/We 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/us.

I/We understand that the selected charity will have the benefit of this Agreement and that neither it nor the Society will release me/us 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/We authorise the Society to give the selected charity any information about me/us and any account that I/we 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/We understand that if the Society no longer exists following a merger with another building society, this Agreement will still apply between me/us and the other Society.

- In this Agreement:
 - (i) “selected charity” means the Charities Aid Foundation or, if it ceases to be registered as a charity, any other registered charity selected by it;
 - (ii) “windfall benefits” means any benefits which I/we 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 5 years of the day on which I/we become a holder (either sole or joint) of the account for which I/we am/are now applying (or such shorter period as applies to me/us if I/we am/are in one of the groups of people that the Society has decided do not need to agree to the usual 5 year period*). The expression “windfall benefits” does not include either:
 - the right to have savings in a share account with the Society replaced by savings in a deposit account with the successor, or
 - if I/we am/are in one of the groups of people that the Society has decided may keep some or all benefits*, those benefits which the Society has decided I/we may keep and;

- (iii) “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).

* Details of these groups and (where applicable) the shorter periods that apply and the benefits that may be kept are available from the Society. The number and composition of the groups may be changed from time to time, but no change will apply retrospectively.

4. Companies

The Building Societies Act permits investment by Corporate Bodies in ‘deposit accounts’ only. All new accounts will be opened as deposit accounts.

5. Opening an account

When you open a savings account, and at any time you ask, we will give you access to the:

- Summary Box for the chosen account which is accompanied by the account specific terms and conditions;
- Current Tariff of Charges leaflet;
- Financial Services Compensation Scheme information leaflet;
- Business Savings General Terms and Conditions; and
- Internal Complaints Procedures.

The information provided will help you decide the account that’s best for you. The Society will not offer you advice or make a recommendation regarding the suitability of an account, however, staff will assist you in providing information so that you have an accurate understanding of the financial implications of the product.

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 is a summary of the information found in the audited Annual Accounts, the Strategic Report, the Directors’ Report and the Annual Business Statement. The Summary Financial Statement may be accessed on our website. Alternatively, if you wish for the Summary Financial Statement to be posted to you please contact your branch.

The Society offers products and services through our branch and agency network and offers some products and services through our online

channel(s). Each account has its own terms and conditions that accompany the Summary Box and it is important that you study these carefully to ensure that the account meets your needs. If you would like further information, or have any terms explained to you, a member of our team can be contacted on 028 9016 0950.

5.1 Your right to cancel

A 14-day cooling-off period applies to all accounts opened with the Society except for fixed term bonds, from the date the account is opened or the day we provide you with a copy of the terms and conditions, whichever is the latest. During this time, you can opt to close your account for any reason. Subject to our normal cheque clearing requirements, on closure we will return your original deposit plus interest earned.

You can exercise your right to cancel the agreement with the Society by contacting your local branch or writing to Progressive House, 33/37 Wellington Place, Belfast, BT1 6HH.

5.2 Restrictions

Business savings accounts are only available to the following types, which must be based in Northern Ireland:

- limited companies incorporated in the UK;
- public sector bodies
- limited liability partnerships (“LLP”s)
- charities registered in the UK;
- solicitors;
- churches;
- credit unions.

The Society reserves the right to close your account should you cease to be incorporated in the UK and/or based in Northern Ireland. If we close your account, we will write to you and give you 30 days’ notice as outlined in the Section ‘Closing your account or ending this agreement or other service’. The Society reserves the right to restrict the opening of accounts.

The account specific terms and conditions that accompany the Summary Box for each product will describe any requirements and restrictions that may apply (such as maximum and minimum balances). The usual overall maximum that can be saved with the Society is £5M, however we may accept a higher overall amount and this will be considered on a case by case basis.

5.3 Tax reporting

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, the Society is legally obliged to collect it. We will ask 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 the 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 needed 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.

The 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.

6. Operating your account

6.1 Processing times and general conditions about payments

The Society processes payment instructions on the banking day we receive them. To do this, the payment instruction must be received before the 'cut-off' time for that banking day. This is explained in further detail in the Section called 'Payments to and from your account'. In this Section the time periods assume a payment, or your payment instruction, is received before the cut-off time on a banking day.

By 'banking day' we mean Monday to Friday, excluding bank holidays. Saturday and Sunday are not classified as banking days for payments. Although some 'payments in' can be made on non-banking days, the processing of these payments will not be completed on our systems until the next banking day as explained below.

The cut off time will vary depending on the particular method of payment. If the payment is not received by the cut-off time on a banking day, it will be treated as being received the next banking day. For further information on our cut-off times, please contact 028 9016 0950 and a member of our team can help.

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. For more details, please refer to the Section 'Refusal to carry out a payment instruction'.

6.2 Consent

You agree to the use of your information to enable the Society to provide you with payment services, such as electronic payments or CHAPS payments to and from your account. You may withdraw your consent at any time by closing your account, subject to the terms and conditions of your account.

If you close your account, we will no longer provide you with payment services, but the Society may continue to process your data where it is required to do so by law. This does not affect any rights you have under data protection legislation.

For more information about how we use your personal information, please see our Privacy Policy, which can be accessed on our website.

6.3 Payments into your account (lodgements)

The Section called 'Payments to and from your account' and the accompanying table headed 'Lodgements to your account' provides information detailing terms and conditions associated with the different ways that you can pay money into your account, any relevant cut-off times or other restrictions and other important information, such as when the funds will be able to be withdrawn. You must fund your account within 14 days of it being opened.

Cheque lodgements – some additional information

If you have any concerns regarding the clearance cycle when lodging a cheque into your account, please ask a member of staff when the funds will be available for withdrawal.

If a cheque lodged to your account is returned unpaid by the paying bank, we will contact you in order to tell you that your account has been debited with the amount of the cheque, and your account will be charged our unpaid cheque fee (see our Tariff of Charges leaflet). If you have a passbook for the account, we also ask you to bring this to your nearest branch in order that we can amend your account balance.

We will not accept a cheque lodgement if the cheque:

- has been dated more than 6 months earlier;
- has not been completed properly;
- has not been signed;
- is not payable to the account holder.

Lodgements by electronic payment – some additional information

An electronic payment is a payment which is initiated and processed electronically. It does not include any paper-based transactions such as cheques.

When we receive a payment directly into your account (e.g. incoming standing order, or faster payment) before 3.00pm it will show in your account on the day of receipt and will be available for immediate withdrawal. Payments received after 3.00pm will be credited to your account by 10.00am the next banking day.

The following details must be used when making transfers/payments into your Progressive account from your bank:

Bank name	Progressive Building Society
Account Name	Please use the name of the business
Address	33/37 Wellington Place, Belfast, BT1 6HH
Sort Code	237448
Account number	60538426
Payment reference	11-digit Progressive account number

Please refer to your bank for further details or information on electronic transfers.

If you receive a payment into your account in error, then you are legally obliged to inform the Society, so we can take the necessary steps to return the funds to the payer.

6.4 Payments out of your account (withdrawals)

The Section 'Payments to and from your account' and the accompanying table headed 'Withdrawals from your account' provides information detailing the different ways that you can withdraw money from your account, any relevant cut-off times or other restrictions and other important information.

Cheque withdrawals – some additional information

If you have asked that the cheque be made payable to someone other than your business/organisation, we will not place a 'stop' on a cheque unless we become aware of exceptional circumstances such as fraud, theft or loss.

When a stop is placed on a cheque it prevents the cheque from clearing when the cheque recipient attempts to cash it at the receiving bank.

We will require your written instructions to place a stop on a cheque and we will only do so in exceptional circumstances such as if you lose the cheque or it is stolen. The stop on the cheque may fail if it has been submitted too late and the cheque has already cleared.

We reserve the right to place a stop on a cheque without your written instructions if we suspect fraud.

If a cheque we give to you is not paid into a bank or building society within 6 months of issue we will consider it to be out of date and we will place a stop on the cheque.

If a cheque you have withdrawn from your account is considered to be out of date and the account is still open, we will stop the cheque and re-credit the funds to your account, after 6 months.

If the account you withdrew the cheque from is closed, we will contact you after 6 months, to advise you your cheque is out of date and has been stopped and to call at your local branch with photographic identification to obtain a replacement cheque.

Branch Electronic Payments – some additional information

We will provide a same-day electronic funds transfer service.

You can request a same-day electronic funds transfer in any of our Branches. You will be asked to provide photographic identification and your passbook, if you have one. We will hold your passbook until the payment has been processed. Once a payment has been processed your passbook will be updated to include the details of the payment transaction and posted to you the following day.

There is a charge for this service (see our **Tariff of Charges on our website**).

Online Electronic Payments - some additional information

You can request a transfer of funds to your nominated bank account. Requests made before 10.30am and on a banking day will be transferred on the same day. Requests made after 10.30am or on a non banking day will be transferred on the next banking day.

6.5 Payments to and from your account

This Section should be read in conjunction with the account Summary Box. Any change to opening hours will be on our website and notified in branches.

Lodgements to your account

The table shows the different ways you can make lodgements into Progressive Building Society accounts. To find out which ways you can make lodgements into your account, see the account Summary Box for specific terms and conditions.

Lodgements to your account		
Payment types	Latest time for us to receive the payment	When money is added/available
Cash in branch	N/A	This type of account does not accept cash lodgements
Cheque in branch	During our opening hours.	Funds will show in your account on the day of lodgement. You can withdraw the funds 6 banking days after the lodgement date.

Cheque posted to us	During our opening hours.	Funds will show in your account on the same day we receive it. You can withdraw the funds 6 banking days after the lodgement date.
Debit card in branch	During our opening hours.	Funds will show in your account on the day of lodgement. You can withdraw the funds 2 banking days after the lodgement date.
Debit card via the online savings portal	5pm on a business day.	Funds will show in your account on the day of lodgement. Deposits made after 5pm or on a non-business day may not show in your account until the next business day. You can withdraw the funds 2 banking days after the lodgement date.
Direct Debit	N/A	Funds will show in your account on the day we received it from the paying bank. You can withdraw the funds 4 banking days after the lodgement date.
Electronic transfer via Direct Credit	3.00pm on a business day.	Funds will show in your account on the day we receive it from the sender's bank. You can withdraw the funds once they show in your account.
Electronic transfer via CHAPS	N/A	Funds will show in your account on the day we receive it from the paying bank. You can withdraw the funds once they show in your account.
Electronic transfer via Faster Payment	No restrictions except those imposed by sender's bank.	Funds are credited to an account at 10am and 3pm Monday to Friday, depending on the time the payment is received from the sender's bank. Funds will show in the account once credited to the account and can be withdrawn immediately.
Internal transfer between Progressive Building Society accounts, in branch	During our opening hours.	Funds will show in your account on the day of lodgement. You can withdraw the funds immediately.

Withdrawals from your Account

The table shows the different ways to take money out of Progressive Building Society accounts. To find out which ways you can take money out of your account, see the account Summary box for specific terms and conditions.

Withdrawals from your account			
Payment types	When we must receive your request	When the money leaves your account	When you can cancel a payment
Cash in branch	<p>During our opening hours.</p> <p>You will be required to sign a withdrawal form.</p> <p>You will be asked for valid photographic identification and the passbook if you have a passbook operated account.</p>	<p>Your account will be debited on the day you receive the cash.</p> <p>You can withdraw up to £500 cash in a branch.</p>	<p>Once a withdrawal has been made you cannot cancel it.</p>
Cheque in branch	<p>During our opening hours.</p> <p>You will be required to complete and sign a withdrawal form.</p> <p>You will be asked for valid photographic identification and the passbook if you have a passbook operated account.</p>	<p>Your account will be debited on the day the cheque is issued.</p> <p>Certain limits apply.</p> <p>Further information can be provided by your local branch or agency.</p>	<p>Only a lost or stolen cheque may be stopped.</p>
Cheque requested by post	<p>During our opening hours.</p> <p>We will require your written instructions and the passbook if you have a passbook operated account.</p>	<p>Your account will be debited on the day we receive your instructions, and the cheque is issued.</p> <p>Certain limits apply.</p> <p>Further information can be provided by your local branch or agency.</p>	<p>Only a lost or stolen cheque may be stopped.</p>

<p>Electronic transfer via CHAPS request received in branch or by post</p>	<p>If we receive your instructions before 10.00am we can make the payment on the same banking day.</p> <p>Instructions received after 10.00am will be processed the next banking day.</p> <p>You will be required to complete and sign a CHAPS transfer request form. To make a CHAPS transfer from your account, we will require:</p> <ol style="list-style-type: none"> 1. the payee's name, address and bank's name, address account number and sort code; 2. a reference to identify the payment; and 3. your signed authorisation to make the payment. <p>You will be asked for valid photographic identification and the passbook if you have a passbook operated account.</p>	<p>Your account will be debited on the day we process the payment.</p> <p>The payee's bank will receive the payment on the same banking day on which the payment was made.</p> <p>No limits apply.</p>	<p>You are not entitled to cancel this transaction.</p>
<p>Electronic transfer – Faster Payment via the online savings portal</p>	<p>Withdrawals requested before 10.30am and on a banking day will be transferred on the same day. Withdrawals requested after 10.30am or on a non banking day will be transferred on the next banking day.</p>	<p>Your account will be debited on the day we receive your instructions.</p>	<p>Once a withdrawal has been made you cannot cancel it.</p>
<p>Internal transfer between Progressive Building Society accounts, in branch</p>	<p>During our opening hours.</p>	<p>Your account will be debited on the day we receive your instructions.</p>	<p>Once a withdrawal has been made you cannot cancel it.</p>

6.6 How we calculate your interest

Interest is calculated daily based on the amount of money you have in your account at the end of each day.

For the purpose of calculating interest, we work on the basis that there are 365 days in a year, unless it is a leap year where interest is calculated on a 366-day basis.

Interest will be paid gross, without deduction of income tax. Payment of gross interest does not imply that the interest you received is exempt from tax. It is your responsibility to pay any tax due based on your circumstances. You can find out more by contacting your local tax office or by visiting [hmrc.gov.uk](https://www.hmrc.gov.uk).

Interest will be earned on your money as follows:

Funds lodged into an account

Payment type	Interest earned from
Cash	N/A – This type of account does not accept cash lodgements
Cheque	The day following receipt of lodgement into your account.
Debit card	The day following receipt of lodgement into your account.
Direct Debit	The day of receipt of lodgement into your account.
Electronic transfer (via Direct Credit, CHAPS or Faster Payment)	The day of receipt of lodgement into your account.
Transfer between Progressive accounts	The day of receipt of lodgement into your account.

Funds withdrawn from an account

Payment type	Interest earned up to
Cash	The day before funds are withdrawn from your account.
Cheque	The day before funds are withdrawn from your account.
Electronic transfer (via CHAPS)	The day before funds are withdrawn from your account.
Transfer between Progressive accounts	The day before funds are withdrawn from your account.

6.7 Interest payments

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 refer to the account Summary Box.

The interest can be transferred to your nominated bank account. 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. The nominated bank account must be an existing UK based business account in the name of the business.

Interest is paid on closure of an account.

7. Interest rates

Some accounts earn interest that is 'fixed' and this means that the interest rate is maintained at the same level throughout the term of the product.

Other accounts earn a 'variable' rate of interest and this means that the rate of interest paid will vary from time to time. See more detail in the Section 'Changes to interest rates.'

Your account may have a tiered interest rate structure. This means that when the balance rises into a higher tier, your entire balance earns interest at the rate payable on that tier, from the date when your balance reaches that tier. Alternatively, if a withdrawal takes the balance down into a lower tier, your entire balance earns interest at the lower rate.

Details of the various rates are available from any of our branches or agents. Current rates are also displayed on the Society's website.

For details of how interest is applied to an account please refer to the Section 'How we calculate your interest'.

8. Changes to interest rates

We may make changes to our variable interest rates at any time if we reasonably believe the change is needed for one or more of the following reasons:

- to reflect any changes, or changes we reasonably expect to happen, in the law or any code of practice which apply to us, and to respond to the decisions of any court or ombudsman;
- having regard to the interest of all our investors, to enable us to fairly and appropriately harmonise interest rates being paid to investors following any acquisition or transfer of deposit or savings accounts to us or upon any takeover or merger of the Society with another savings account provider;
- to maintain, increase or reduce the difference between the rates we pay our savings Members/other investors and the rates we charge our borrowing Members. We pay our investors (meaning, savings Members or funds providers) interest and we charge our borrowing Members interest on their loans. (We do this to raise money and to attract and keep savings Members/other investors. This is done to maintain our financial strength);
- to enable us to respond to changes to our costs which arise as a result of changes in externally set reference rates (such as the Bank of England's base rate) or which arise due to changes in interest rates in the retail banking market;
- to enable us to otherwise manage changes to our costs in providing the account, including administrative costs involved in providing services or facilities or changes to the cost to us of borrowing funds.

Such changes may include the introduction of a zero or negative rate of interest in response to changes to externally set reference rates or to changes in our costs. Any change we make to interest rates will be reasonable and proportionate to the circumstances giving rise to the change.

How we will notify you of changes

Change type	When you will be informed	How you will be informed
Interest rate increase	3 days before the change is made.	Notices will be placed: <ul style="list-style-type: none">• in our branches and agencies; and• on our website.
Interest rate decrease, (account balance more than £100)	At least 14 days before the change takes effect.	Written notice which can be by: <ul style="list-style-type: none">• letter;• electronic message;• email; or• statement message or insert.
Interest rate decrease, (account balance less than £100)	3 days before the change is made.	Notices may be placed: <ul style="list-style-type: none">• in our branches and agencies; and• on our website.

Alternatively, we may give written notice which can be by:

- letter;
- electronic message;
- email;
- statement message or insert.

For all Society accounts other than fixed term accounts, if we decrease the interest paid to you and you are not happy with the change, you will have 30 days from the date of notification, to switch your account or close it without having to give us any period of notice. If you choose to switch or close your account you will not lose any interest due up to the date of switching/closure and you will not pay any charges that would otherwise apply. Please see account Summary Boxes for specific terms and conditions that apply to each account type.

9. Statements and payment information

For all accounts, the Society will provide or make available an annual statement including notification of the interest rate currently being paid on the account. In addition, the Society will provide (or make available) a statement within one month of making a lodgement or withdrawal along with a statement upon closure of the account, confirming the amount of interest paid. Please note statements on account closure are not always provided, depending on the type of account closed.

Information about payments into or out of your account can be provided on request at any time.

You can ask us to send you a copy of an interest statement or payment notification we have already provided.

We may use messages on or with your statement to tell you about changes to this agreement or services you have with us.

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.

10. Changes to terms and conditions (other than interest rates)

How we will notify you of changes

Change type	When you will be informed	How you will be informed
A change to your disadvantage	At least 30 days before the change.	Written notice which can be by: <ul style="list-style-type: none">• letter;• electronic message;• email; or• statement message or insert.
A change that does not disadvantage you	At least 30 days before the change.	Notices may be placed: <ul style="list-style-type: none">• in our branches and agencies; and• on our website. (Written notice not provided)

A change made that is to your disadvantage

If we make a change that reduces the benefits associated with your account, we will contact you 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;
- that you can withdraw all the funds in your account, and
- the reasonable time period to switch to another account or withdraw the money without any notice period or charges.

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

11. Charges

Charges for saving accounts are published in a **separate tariff** that is available from our branches and agencies and on the Society's website. When you open your new account, we will give you details of any charges for the normal day-to-day running of your account. You can 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 may be subject to change.

If we increase the level of charge associated with your account, we will provide you with personal notice at least 30 days 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 pay 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.

If we make an advantageous change to the level of charge associated with the account, we will place notices on our website and in our branches and agencies at least 30 days before the change takes effect.

12. General Liability

The Society 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.

Nothing in this agreement limits our liability for acting fraudulently or very carelessly or otherwise excludes or limits our liability to the extent that we are unable to exclude or limit it by law.

13. Unauthorised payments

13.1 Our liability for unauthorised payments

If you deny having authorised a payment to or from your account, it is for the Society 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.

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.

13.2 Your liability for unauthorised payments

You must notify us of any unauthorised or incorrectly authorised payment transactions as soon as you become aware of them. Refer to the 'Contact details' section of this booklet or your passbook, to find the contact details for your branch.

You will be liable for an amount up to a maximum of £35 for losses in respect of unauthorised payments arising:

- from the use of a lost or stolen passbook/withdrawal form;
- where you have failed to keep the personalised security features of your account or passbook safe.

You will not be liable for any payment instructions you did not give yourself, even if they were given using your passbook and/or 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 careless with your passbook or security details. For example, if you do not tell us as soon as you think another party 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 will be liable for payments from your account, but only to the point 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.

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.

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 the passbook/withdrawal form;

- 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 passbook/withdrawal form.

14. We must correctly carry out your payment instruction

Where you claim that a payment has not been made correctly, it is for the Society 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 made 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 incorrect processed payment, and
- where applicable, restore your account to the state in which it would have been had the 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.

14.1 Payments incorrectly lodged to your account

If you become aware of a payment that has been incorrectly lodged to your account, then you are legally obliged to inform the Society, so the funds can be returned to the payer.

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 or credited to the correct account, whichever is applicable.

If we are unable to retrieve the full amount of the disputed payment from your account we will, where appropriate, provide all relevant information, including your name and address, with other banks and building societies so the payer of the funds can take legal action to claim repayment of any money paid incorrectly into your account.

15. Refusal to carry out a payment instruction

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 (such as the daily limit for cash withdrawals);
- 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, in which case we may investigate further, for example by contacting you;
- 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; or
- 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).

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.

16. Refund of payments

We will immediately refund the amount of an electronic 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 an account at another bank 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 other

party's bank. In this case that bank is required by law to make the payment immediately to that party; 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 and that you are not liable; or
- 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.

17. Closing your account or ending this agreement or other service

This agreement will continue until you or we cancel or end it.

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 writing to us or by visiting one of our branches or agents. Where you have not told us in writing we may require confirmation in writing.

Where the terms and conditions of the agreement:

- have no notice period you may end the agreement immediately;
- do have a notice period, or the agreement is for a fixed term, you must give the notice period to end the agreement or the fixed term must have expired.

Except where you have a fixed term or notice account, we may end, or suspend, this agreement, or any account or service under it, at any time:

- by writing to you and giving you at least 30 days' notice, or immediately, if:
 - (i) you are, or we reasonably consider, you may be:
 - using, obtaining, or allowing another party 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
 - (ii) we reasonably consider that by continuing the agreement we may:
 - break a legal requirement, regulation, a Court Order or other authority;
 - be exposed to action from any government or regulator, or
 - (iii) you have seriously or persistently broken this agreement in any other way;

- (iv) you have given us information which is false or misleading;
- (v) if you are not eligible, or no longer eligible, for the account or service.

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.

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.

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. Interest will be paid at the rate that applies to your account up to the day your account is closed.

18. Protecting your accounts

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;
- authorised signatories;
- any other material changes to your business which is pertinent to the operation of your account.

If we do not hold correct information, we will be unable to communicate with you or send a copy of your annual statement.

How to protect your information

- Always take reasonable steps to keep your financial information confidential at all times.
- Never give your account details to another party unless you know who they are and why they need them.
- Check your statement or passbook regularly. If there is an entry, which seems to be wrong, you should tell us as soon as possible. Refer to the 'Contact details' Section of this booklet, or your passbook to find the contact details for your branch.

Investigating a transaction

- 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.
- If you instruct us to process an electronic transaction and you give us an accurate account number and sort code, but have been deceived as to the recipient and/or the purpose of the payment (sometimes known as authorised push payment fraud), we are not responsible for re-imbursing your loss but we may try to help you recover the money. You must tell us as soon as possible if you think you have been the victim of authorised push payment fraud.
- If you pay one of your own cheques in over the counter you will be asked to add your name to the payee line. This is to help combat fraud.
- If it is a cheque from another person you must ask to have your name added to it.
- When we issue a Society cheque against a withdrawal, and payable to another financial institution, you will be asked if your name can be added to the payee line.

Security

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

For this reason:

- you must sign instructions given on paper;
- when you are in a branch or agency, we will ask you for valid photographic identification.

We will assume we are dealing with you after we have checked your identity. 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 passbook and 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 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 if you:

- notice any errors;
- find our services are not working;
- think any passbooks have been lost, stolen, damaged or misused; or
- think another party may be accessing your accounts without your authority or that another party has discovered your security details.

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

You can get in contact with us in any of the following ways:

- contact your local branch, for more information please refer to the Section 'Contact Details';
- contact our Customer & Broker Support Team on 0800 0294 997;
- using secure email, your local branch or a member of our Support Team will be able to help you;
- secure message on our online portal.

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

19. Branch or agency closure

In the event that we plan the permanent closure of a branch or agency we will tell you at least 12 weeks beforehand. We will also tell you how we will continue to provide our services to you. If the closure of an agency is being prompted by the agent, at short notice, we will tell you about the change as soon as we possibly can. We will also provide you with the locations of alternative agencies and branches in your area.

20. Lost/stolen passbooks

You must inform us immediately if your passbook has been lost or stolen. Notification can be made to any branch or agency office either personally or by telephone on 0800 0294 997. We will inform you of the procedure for dealing with a lost/stolen passbook.

If a replacement passbook is requested, the balance in the account will be transferred to a new account. In accordance with opening a new savings account, all the account signatories will be required to complete a new Business Savings Application form and provide identification for the signatories and the business or organisation.

Should the passbook be stolen, you should report the theft to your local police station without delay. The care of your passbook is essential in the prevention of fraud and to protect your account. Always keep your passbook in a safe and secure place. If you act fraudulently or without reasonable care, you will be responsible for all losses on your account.

21. Complaints

The Society has an internal complaints procedure should you wish to complain about any aspect of our savings service. Branch staff will explain the procedure to you and give you a copy of our Internal Complaints Procedure leaflet or **you can visit our website**. If you have followed our complaints process but you disagree with the response you can refer the matter 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, website: financial-ombudsman.org.uk.

You can also contact the Financial Conduct Authority (FCA) or the Payment Services Regulator (PSR) if you think we have broken the Payment Service Regulations 2017. The FCA and the PSR will use this information to inform its regulatory activities and more information can be found at **psr.org.uk**.

22. Money laundering

Money laundering is the process by which criminals attempt to conceal the origin of the proceeds of their activities, allowing them to maintain control and provide a legitimate cover for their source of income. The term laundering is used because the process is intended to turn 'dirty' money into 'clean' money. There is growing concern that the laundering of the proceeds of international and organised crime has the potential to undermine the integrity of the financial system.

In order to address this, the Society is required to obtain and record proof of identity whenever a new account is opened. This is a legal requirement. We will perform a search to verify your identity. This involves checking the details you have supplied against those held on any databases to which the credit reference agency has access to. This includes information from the Electoral Register and fraud prevention agencies. We will use scoring methods to verify your identity.

A record of this search will be kept by the Society and by the credit reference agency. We may also ask existing Members for identity documentation in order to update our records.

Your local branch or agency will be pleased to explain the identification

documents which are acceptable. A leaflet entitled 'Proving Your Identity' can also be provided for information. The Business Savings Application form asks for some additional information and specimen signature(s). This is to protect you against unauthorised use of your account.

Please note the Society operates very strict security procedures in your interest. If you have a passbook for your account, it will be required for withdrawals and you will be asked to prove that you are the account holder.

23. Proving your identity

To protect you and your account you will be required to prove your identity at various points throughout your relationship with us and when you:

- open a new personal or business account;
- are processing a transaction or making a query on your account;
- change your personal details;
- have not transacted on your account in a long time.

We will undertake a search with a credit reference agency or data reference agency to verify the identity of all account signatories and beneficial owners, Directors, Partners and Senior Management or individuals who exercise significant control over the company. The agencies will supply us with information, including information from the Electoral Register, for the purpose of verifying identity. A record of the search will be retained. The search will not be seen or used by lenders to assess ability to obtain credit. This information may also be used for the prevention of money laundering. If we cannot check identity from the information provided, then we will require the relevant parties to provide 2 items of documentation as proof of their identity.

In addition, we must also verify the identity of all such businesses or organisations before an account is opened. We may ask for documentary evidence and/or check appropriate registers in order to assist with verification of identity. A resolution from the organisation to confirm that the account signatories have the appropriate authority to open and operate the account will also be required along with a copy of specimen signatures from all account holders.

You must inform the Society, within 14 days, if there is a change to the following:

- account signatories;
- beneficial owners;
- Directors;

- Partners and Senior Management; or
- individuals who exercise significant control over the company.

Further information on the credit reference search and a list of acceptable documents for identification purposes can be found in the leaflet 'Proving Your Identity.'

24. Advertising and marketing

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. Marketing will not be casual or random.

We will only market products or services to you in line with our Privacy Policy using one of the legal bases under the Data Protection Act 2018 ('DPA') and/or the UK General Data Protection Regulations ('UK GDPR').

25. Data Protection legislation

The Society is committed to keeping personal information secure and private. Both physical and electronic measures have been put in place to keep your personal data safe. This Section sets out the key points in relation to why we collect and process your personal data, the types of personal data we will process and hold about you and for how long we will keep the data before destroying it. It also provides a summary of your legal rights as a data subject, information on third party organisations which we may share your data with or may share data with us about you. Finally, this Section provides information about potential data transfers to other countries and the safeguards the Society ensures are in place. For further information a more detailed **Privacy Policy is available on the Society's website**, the terms of which are expressly incorporated in the Business Savings General Terms and Conditions by reference.

Purpose and bases for processing your personal data

We collect and store information (including personal data) from you to help manage your accounts and to provide our services to you. This information is collected in various ways, including:

- in application forms, email and letters, telephone calls and conversations in branch;
- through the Society's website;
- information the Society receives from other organisations such as credit reference agencies and fraud prevention agencies;
- from your professional, financial or legal representatives.

We use your information in a number of ways, for example:

- to provide our services to you;
- to administer and maintain your accounts;
- crime detection, prevention and prosecution which includes checking your identity;
- to respond to formal requests received from regulatory authorities;
- when using credit reference agencies.

The Society will rely on one of the following legal bases 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.
- consent;

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

Personal Data

Examples of the personal data the Society holds about you include:

- identity data and contact data, such as name, address and date of birth, national insurance number, tax residency, details of accounts held with other providers, email address, contact numbers, etc;
- information provided by you in applications for Society accounts;
- details of your credit record;
- details about you proving your identity.

Special Categories of Personal Data

In some circumstances you may wish to provide us with sensitive personal data or special categories of personal data, such as health information, to enable us to help you access and manage your accounts or otherwise to enable us to continue to provide our services in a manner appropriate to your needs (particularly if the information disclosed to us concerns an actual or potential vulnerability). Where possible we will ask for your consent before we process such information. If we are unable to obtain your consent, we may not be able to understand your needs or to provide any interventions or adjustments you may require.

Recipients of your personal data

Information about you and any products you hold with us may be used **within the Society** for all purposes necessary for performing our contract with you and for example in:

- making lending decisions;
- tracing debtors and collecting debts;
- assisting in verifying your identity;
- assessing risks;
- legal and regulatory compliance;
- preventing or detecting financial crime.

The Society may disclose your personal information to **other organisations**, as detailed in the [Privacy Policy](#).

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 the 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, for example, when:

- managing credit and credit related accounts or facilities;
- checking details on proposals and claims for all types of insurance.

Transfers to third country and safeguards

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

The Society and our service providers may process personal information outside of the UK and the EEA. We will ensure that it is secure and protected from unauthorised access. Where personal information is processed in countries that are not deemed to have the same level of protection for personal data as in the UK and EEA, we will ensure a similar level of protection for your information by implementing certain safeguards, as further detailed in the Society's **Privacy Policy**.

Retention period

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. We will store your personal data for a period of 7 years after a savings account relationship has ended. Personal data which is no longer necessary to fulfil the purposes for which the data was originally collected, such as miscellaneous correspondence or telephony records, may be deleted earlier.

Your data protection rights

The right to be informed

The Privacy Policy provides you with information on the purpose for collecting and use of your personal data. **More information can be found on our website.**

The right of access

You have the right to:

- obtain confirmation that your personal data is being processed;
- have access to your personal data and other supplementary information as provided in the **Privacy Policy**.

Accordingly, the Society will provide details of the information we hold about you on request.

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.

The right to erasure

You have a right to have personal data erased and to prevent processing in specific circumstances. For example:

- where personal data is no longer necessary in relation to the purpose for which it was originally collected/processed;
- when you withdraw consent;
- when you object to the processing and there is no overriding legitimate interest for continuing the processing.

The Society may refuse to comply with a request for erasure where it has a legitimate basis to do so.

The right to restrict processing

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

- if you contest the accuracy of the personal data. In such circumstances the Society will restrict the processing until the accuracy of the personal data has been verified;
- if you have objected to the processing and the Society is considering whether its legitimate grounds override your rights.

The right to data portability

This allows you to obtain and re-use your personal data for your own purposes

across different services.

The right to data portability only applies:

- to personal data you have provided to us;
- where the processing is based on your consent or for the performance of a contract;
- when processing is carried out by automated means.

The right to object

You have the right to object to, for example:

- processing based on legitimate interests;
- direct marketing, including profiling;
- an objection on grounds relating to your particular situation.

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 where it produces a legal effect or a similarly significant effect on you.

26. How we are regulated

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.

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

27. Financial Services Compensation Scheme

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.

Small businesses, limited companies or charities will need to meet certain eligibility criteria to claim compensation with FSCS. They assess eligibility on a case-by-case basis and it varies for different types of claim. Legal status will affect eligibility, e.g., if you're an individual or incorporated entity (such as a corporation or limited partnership).

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 ICT@fscs.org.uk, fax them on 020 7892 7301 or write to them at Financial Services Compensation Scheme, 10th Floor Beauford House, 15 St Botolph Street, London, EC3A 7QU.

Other 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.

This booklet may not have answered all 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.

NOTE: We may record or monitor calls:

- to confirm details of our conversations;
- to check we have carried out your instructions correctly;
- to help improve our service;
- to check that we comply with regulatory obligations;
- to prevent fraud and other crimes; and
- for training and quality purposes.

Call charges may vary. Please contact your telephone company for details.

Alternative formats

If you would like this booklet to be provided in a different format, please contact us on 028 9016 0950, or visit our nearest branch.

Regulatory

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.

