

POSTAL 7-DAY NOTICE ACCOUNT – GENERAL TERMS AND CONDITIONS

Introduction

The terms and conditions included in this document together with the relevant Postal 7-Day-Notice Account 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 and benefits. Some of the terms set out in this document are also important features of your membership rights.

Availability

- 2 The account is no longer available to open.
- 3 Savers must be aged 18 years and over and 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 57 of these terms and conditions. The account is not available for companies, partnerships, sole traders, charities, clubs and other unincorporated associations.
- 4 The minimum balance is £500. If the balance falls below £500, the Society's Ordinary Share rate applies. Details of our current Ordinary Share Rate are displayed on the Society's website theprogressive.com. Alternatively, please contact our Postal Administration Branch (see Section 49).

Proving your identity

- 5 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 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 access 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 two 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.

- 6 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 Postal Administration Branch. 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.
- 7 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.

Lodgements

- 8 Your Postal Notice Account can only be operated by post. When you opened your Postal Notice Account you will have received a stationery pack containing paying in slips, withdrawal forms and pre-paid envelopes. A replacement paying in slip and pre-paid envelope will be sent to you after each lodgement.
- 9 Each lodgement must be made by cheque from a bank account in the name of the Postal Notice Account holder(s) and must be accompanied by the paying in slip provided. No lodgements are permitted from any third-party accounts. Cheques should be made payable to Progressive Building Society and the name in which your account is held e.g. Progressive Building Society – John Smith.
- 10 Wages or salary mandates cannot be paid directly into your account.
- 11 You must keep a record of all cheques lodged. If you do not, we may not be able to help you if any cheques become lost.
- 12 If a cheque lodged by you is returned unpaid by the paying bank, your account will be debited the amount of the cheque as well as any interest earned on those funds lodged. 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). We will not accept a cheque lodgement if the cheque has been dated more than 6 months earlier.
- 13 The cheque will be returned to you when:
 - the cheque has been sent from an account other than your nominated bank account;
 - you try to make a payment to a closed account;
 - the cheque has been dated more than 6 months earlier;
 - the cheque has not been completed properly;
 - the cheque has not been signed;
 - the cheque has an incorrect payee (not payable to the account holder);
 - the Society has a valid reason for doing so.

Withdrawals

- 14 As your account is a 7-day notice account, you will be required to give us 7 days' notice to make a withdrawal from the account. The 7-day notice period begins on the day we receive your request to make a withdrawal. For example, if we receive your withdrawal request on a Monday, your account will be debited on the following Monday.
- 15 Any request for a withdrawal must be made using the withdrawal form provided (see Section 8). A replacement withdrawal form and pre-paid envelope will be sent to you after each withdrawal. You will be able to have the funds sent to you by cheque (payable to you) through the post at the end of the 7-day notice period. Alternatively, you may choose to have your funds transferred electronically to your nominated bank account. Your payment will arrive in your nominated bank account 1 banking day after the end of the 7-day notice period.
- 16 Withdrawals using a Standing Order or Direct Debit facility are not available from our Postal Notice Account.
- 17 No payments will be permitted to third parties from your Postal Notice Account.
- 18 The minimum amount of withdrawal is £250. This is no maximum amount of withdrawal, subject to the balance available in your Postal Notice Account.
- 19 We may refuse to accept a payment into an account or make a payment from it if we reasonably believe that doing so might cause us to breach a legal requirement or might expose us to action from any government or regulator.

Closure

- 20 As your account is a 7-day notice account, you will be required to give us 7 days' notice to close your account. The 7-day notice period begins on the day we receive your request to close your account. For example, if we receive your closure request on a Monday, your account will be closed on the following Monday.
- 21 Any request for closure must be made using the withdrawal form provided. You will be able to have the funds sent to you by cheque (payable to you) through the post at the end of the 7-day notice period. Alternatively, you may choose to have your funds transferred electronically to your nominated bank account. Your payment will arrive in your nominated bank account 1 banking day after the end of the 7-day notice period.

Nominated bank account

- 22 The nominated bank account must be in the name of the account holder(s) i.e. the individual or the individuals named on the Postal Notice Account. In the case of joint accounts, the nominated bank account can be in the name of either of the applicants or both of them jointly.
- 23 You can change your nominated bank account at a later stage or add your nominated bank account if you have not done this at the time of opening. This request must be made in writing to our Postal Administration Branch and must be evidenced by a recent original bank statement or a letter from your bank stating your new account details. The documents must be received by us within 14 banking days of the date you notify us of your change in nominated bank account.

For details of the Postal Administration Branch see Contact Details and Branch Business Hours Section 49.

Banking day

- 24 Banking day means Monday to Friday, excluding bank holidays.

Interest

- 25 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. If there has been a change to the interest rate on your account, the interest rate applicable will be as indicated on the personal notification you would have received prior to the change taking effect.
- 26 We start to pay daily interest on amounts paid into your account by cheque on the day following receipt of the funds.
- 27 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.
- 28 Interest is paid annually and will be credited to your account after close of business on 1 July. The interest 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 1 July. If you opt to have your interest credited to your nominated bank account you will receive this electronically, 2 banking days after the 1 July.
- 29 Upon the closure of the account, any interest earned after the last interest payment, will be paid.

30 Changes to interest rates

We may change the interest rates which apply to your account at any time if we reasonably believe at that time that the change is needed for any one or more of the following reasons:

- to respond to changes or anticipated changes in the law, regulations or statement or codes of practice (or the interpretation of these) or to respond to a decision by a court, ombudsman or regulator;
- having regard to the interests 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 account to us 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 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 a 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.	Personal written notice which can be by: <ul style="list-style-type: none">• letter;• email;• statement message or insert.
Interest rate decrease (account balance more than £100).	At least 14 days before the change takes effect.	Personal written notice which can be by: <ul style="list-style-type: none">• letter;• email;• statement message or insert.
Interest rate decrease (account balance less than £100).	3 days before the change is made.	Personal written notice which can be by: <ul style="list-style-type: none">• letter;• email;• statement message or insert.

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.

Personal Savings Allowance

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

You still have to pay tax to HM Revenue & Customs on interest you have earned over your Personal Savings Allowance. Interest earned on cash ISA's does not count towards your Personal Savings Allowance because it is already tax free. Each year we must supply HM Revenue & Customs with details of all interest paid or credited to savers.

Tax reporting

- 32 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 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 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 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.

Joint accounts

- 33 Your account may be held as a joint account by up to two people. You must notify us promptly about any changes in the personal details for both account holders. This includes, for example, any change of address.
- 34 If you open a savings account with another party you jointly own the entire balance with the other party, not just a proportion or share of it. Both account holders are entitled to operate the account, make withdrawals, close the account or transfer the balance to an account in only one of your names and each of you is separately responsible to us for the performance of all the obligations of the account holders, not just a part or share of them. 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.

- 35 Legally any joint holder can make withdrawals from the account even though the funds in the account may be in dispute.
- 36 When you open the account, you can specify that the signatures of both holders will be required to operate the account. This will safeguard the interests of both parties but may be inconvenient as both signatures will be required for all transactions on the account. If both signatures are required but not all of them 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.
- 37 We would stress that if the joint Postal 7-Day Notice Account can be operated on the signature of one party to the account, then both joint holders are free to manage the account as they wish. However, the Society reserves the right to freeze any withdrawals or transfers if a party has given the Society written notice that there is a dispute material to the funds in the account or if we reasonably believe there is a dispute. However, there is no obligation on us to freeze the account unless a court orders us to do so.**
- 38 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.
- 39 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

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

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

- 41 Charges for savers are published in a separate tariff which is available from our Postal Administration Branch and on the Society's website, 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 may be subject to change.

If we increase the level of charges 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 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

- 42 Requests to amend your account details must be made in writing and signed by both parties to the account. For instructions on how to amend your nominated bank account please refer to 'Nominated bank account' Section 23.

Statements and payment information

- 43 The Society will provide or make available an annual statement including notification of the interest rate currently being paid on the account. When you make an electronic payment out of your account, we will provide you with a payment notification or statement within one month providing the details of the payment.
- 44 Information about payments into or out of your account can be provided on request at any time.

- 45 You can ask us to send you a copy of an interest statement or payment notification we have already provided.
- 46 If you have a joint account, we will send one statement addressed to both account holders to the address of the first named account holder. If requested, annual statements can be sent to both parties in a joint account at different addresses without an additional charge.
- 47 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.
- 48 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.

Contact details and branch business hours

- 49 The Postal Administration Branch 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 6028116
 Postal Administration Branch: 33/37 Wellington Place, Belfast, BT1 6HH

Change of personal details

- 50 Our contact details are in Section 49 of this document. You can contact us and give us instructions by contacting the Postal Administration Branch. You must inform the Society if you change your name, address, phone number or email address or if there is a change in your personal circumstances following any certification that you may have provided to the Society. We will contact you using the contact details you give us. If you do not tell us about any change to your personal details, we will continue to use the last details you gave us. The Society will not be responsible if we fail to contact you if we send confidential information to the wrong address using the last details provided by you. We may charge your reasonable costs incurred by us for finding you, or trying to find you, if your contact details are not up to date.
- 51 If you do not provide us with the information or documents needed following a change in your personal information or circumstances, we reserve the right to close your account.
- 52 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.

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	Personal written notice which can be by: <ul style="list-style-type: none"> • letter; • email; • statement message or insert.
A change that does not disadvantage you	At least 30 days before the change	Personal written notice which can be by: <ul style="list-style-type: none"> • letter; • email; • statement message or insert.

A change made that is to your disadvantage

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

Accepting a change

- 54 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 time frame we will assume you have accepted the change on the date it comes into force.

Closing your account or ending this agreement or other service

- 55 This agreement will continue until you or we cancel or end it.
- 56 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 the Postal Administration Branch. Where you have not told us in writing we may require confirmation in writing. Where the terms and conditions of the agreement have a notice period you must give the notice period to end the agreement.
- 57 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 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, regulation or 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.
- 58 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.
- 59 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.
- 60 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.

Death of an account holder

- 61 In the event of your death, we will need to see a Grant of Probate, Letters of Administration or Death Certificate before releasing money in your account to your Personal Representative. The balance in the account together with interest will be paid to your Personal Representatives without notice or loss of interest. On the death of a joint account holder, the balance together with interest will be payable to the surviving account holder, without notice or loss of interest or the surviving account holder can choose to keep the account in their name.

Transferring rights and obligations

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

General liability

- 63 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.
- 64 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.

Unauthorised payments out of our account

Our liability for unauthorised payments

- 45 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.

You must give any information and help we reasonably ask for to deal with the misuse of 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.

Your liability for unauthorised payments

- 46 You must notify us of any unauthorised or incorrectly authorised payment transactions as soon as you become aware of them. Our contact details are in Section 49 of this document.

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 withdrawal form;
- where you have failed to keep the personalised security features of your account or withdrawal form safe.

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
- 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 no later than 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 payment 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.

We must correctly carry out your payment instruction

- 47 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 incorrectly 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.

Payments incorrectly lodged to your account

- 68 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.

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.

Refusal to carry out a payment instruction

- 69 We may refuse to carry out a payment instruction if:

- you do not have available funds to make the payment, or you have exceeded a limit we have applied to your account;
- the payment instruction is not clear, or you have not provided us with the correct details;
- there is a legal requirement or a Court Order or other authority that tells us to act in this way;
- the payment seems unusual compared with the way you normally use your account;
- 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 our payment instruction. You can also contact us to find out, unless the law prevents us from telling you, why we have refused to act on your payment instruction and how you can correct any factual errors that led to our refusal.

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

Refund of payments

- 70 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 the amount, if:

- you asked us to make a 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; 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.

Protecting your accounts

- 71 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. If there is an entry which seems to be wrong, you should tell us as soon as possible please refer to Section 49 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

- 72** We will check your identity before accepting your instructions and prior to disclosing or discussing confidential information about you or your accounts. For this reason, you must sign instructions given on paper using the withdrawal forms provided.

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 withdrawal forms 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 (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 49 Contact Details) if you:

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

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

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

Data protection

- 73** Progressive Building Society is committed to keeping your information secure and private. Both physical and electronic measures have been put in place to keep your 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. A more detailed Privacy Notice is available on the Society's website [theprogressive.com](https://www.theprogressive.com), the terms of which are expressly incorporated in this document by reference.

Purpose and basis 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, during mortgage and savings reviews and interviews;
- 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;
- to collect any debts owed by you to the Society;
- assessing lending applications and propositions;
- when using credit reference agencies.

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

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 your name, address and date of birth;
- information provided by you in support of a mortgage application – e.g. employment details and bank account details;
- details of your credit record;
- personal details provided by you when opening a savings account – e.g. bank account details;
- 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 account 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. 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 Notice.

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, for example, when:

- checking details on applications for credit and credit related or other facilities, such as additional loans;
- managing credit and credit related accounts or facilities;
- recovering debt;
- checking details on proposals and claims for all types of insurance;
- checking details of job applicants and employees.

Transfers to third country and safeguards

- 76 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 Notice.

Retention Period

- 77 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 10 years after a mortgage account relationship has ended or 6 years after a savings account relationship has ended. Personal data which is no longer necessary to fulfil the purpose for which the data was originally collected, such as miscellaneous correspondence or telephone records, may be deleted earlier.

Your data protection rights

78 The right to be informed

This Privacy Notice 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 Notice.

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, for example:

- where you contest the accuracy of the personal data, the Society will restrict the processing until the accuracy of the personal data has been verified;
- where 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 of your data 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.

Credit reference agencies and fraud prevention agencies

- ~~7~~ 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 Members 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

- ~~8~~ The Society does not provide 'bankers' reference' in relation to your credit worthiness.

Charitable assignment

- ~~8~~ 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 5 years of their account opening. Existing shareholding Members as at 31 March 2000 who have continuously maintained a shareholding account are not affected 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
 - (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 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 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;
 - (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).

Advertising and marketing

- 82 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. The Society's 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 writing to our Postal Administration Branch (for details of the Postal Administration Branch see Contact Details and Branch Business Hours Section 49). Please quote your Progressive account number. From time to time, we may write to you to remind you that you can ask us not to contact you for marketing purposes.

Financial Services Compensation Scheme

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

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

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

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

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

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

Complaints

- 84 The Society has an internal complaints procedure should you wish to complain about any aspect of our savings service. Our Postal Administration Branch – 0845 604 2979 will explain the procedure to you and give you a copy of our Internal Complaints Procedure leaflet or visit our website [theprogressive.com](https://www.theprogressive.com).

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](https://www.financial-ombudsman.org).

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](https://www.psr.org.uk).

How we are regulated

- 85 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 16181.

To find our more information about us, see the FCA register:

[fca.org.uk/firms/systems-reporting/register](https://www.fca.org.uk/firms/systems-reporting/register).

We are also a member of the Building Societies Association, please see [bsa.org.uk](https://www.bsa.org.uk) for more information.

Other information

- 86 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.
- 87 This booklet may not have answered all of the questions you may have about operating a Postal 7-Day Notice 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.

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: [theprogressive.com](https://www.theprogressive.com) or the Financial Services Compensation Scheme website: [fscs.org.uk](https://www.fscs.org.uk).