

SOCIETY USE ONLY	Date Opened	Source	Account Number	Cust No(s)

# **Savings Application Form**

For individuals, Joint Accounts, Trustees or Nominees Please use BLOCK LETTERS and complete all sections as appropriate (fields marked + must be completed in all cases)

This form should not be used for Cash ISAs, Junior ISAs or Deposit Accounts

I/We enclose	£	to open				(type of account)
APPLICANT 1 Title +				APPLICANT 2 Title +		
Forename(s) +				Forename(s) +		
Surname +				Surname +		
Address +				Address +		
Postcode +				Postcode +		
Number of years	at current addre	ss +		Number of years at	current address +	
	If less than	two years, plea	se attach details o	f any previous addresses	in the last two years	
Email Address				Email Address		
Home Phone No				Home Phone No		
Daytime/Mobile N	lo			Daytime/Mobile No		
Date of Birth +				Date of Birth +		
NI Number				NI Number		
Occupation +				Occupation +		
Nationality +				Nationality +		)
Place of Birth				Place of Birth		
Are you resident for tax purposes only in the UK and a citizen only of the UK? + Yes No C citizen only of the UK? + Yes No C citizen only of the UK? + Yes No C citizen only of the UK? + Yes No C citizen only of the UK? + Yes No C citizen only of the UK? + Yes No C citizen only of the UK? + Yes No C citizen only of the UK? + Yes No C citizen only of the UK? + Yes C citizen only of						
Are you an existing member? Yes No Are you an existing member? Yes No Preferred contact method: Letter Email Preferred contact method: Letter Email Phone: Home Daytime/Mobile Phone: Home Daytime/Mobile Phone: Home Daytime/Mobile IF MORE THAN TWO APPLICANTS, PLEASE COMPLETE AN ADDITIONAL CARD WITH RELEVANT DETAIL			Email Email aytime/Mobile EVANT DETAILS			
ADDRESS FOR CORRESPONDENCE (if different from Applicant 1 above)			<b>-</b>	INTEREST INSTRUCTIONS + Tick one option only Interest to be added to the account		
				Interest to be	transferred to Sc	ottish BS account
				Interest to be	paid to bank acco	ount
JOINT ACCOUNTS ONLY We confirm that authorisation for withdrawals, closures and any account amendments may be signed by:		closures and	Name of Bank			
	-	) ALL SIGNA	TORIES	Sort code		
	SIGNATORIES	(please specif	y number)	Account No		
NAME OF TRUST OR ACCOUNT DESIGNATION (if applicable) If account is to be in trust for a child, please state child's full name and date of birth below						

## **ASSIGNATION OF WINDFALL BENEFITS**

## 1. Paragraphs 2 to 7 will apply to me unless I am an *exempt customer* at the time when the *account* is *opened*.

I agree with Scottish Building Society ("the Society") that, if the right to any windfall benefits is granted to me after the account is opened, and unless the period between my account being opened and the conversion announcement date is more than 5 years (or, if applicable, the shorter period), I assign those windfall benefits to the selected charity.
 I authorise the Society and the successor to pass any windfall benefits direct to the selected charity (or to any other charity which the selected charity may nominate to receive those benefits), without notice to me.
 I undertake to do all things and acts necessary to give effect to the agreement which I have given in paragraph 2 above.

5. I understand that:

- the Society has promised to transfer to the selected charity the benefit
- of the agreement which I have given under paragraph 2 above; • neither the Society nor the *selected charity* will release me from that agreement; and
- any power of the Society to change the terms of its contract with me will not apply to any of the terms set out in this section of the application form.

 I authorise the Society to give the selected charity any information about me or any account which I have with the Society (now or in the future) – but only if the selected charity reasonably needs it regarding the agreement which I have given under paragraph 2 above.

7. I understand that the Society will require anyone who **opens** a share account (who is not then an **exempt customer**) to agree to assign to charity the right to any **windfall benefits** to which that person may become entitled. The terms of the agreement will be decided by the Society and may be different from the terms in paragraphs 1 to 6 above. This paragraph will no longer apply if the Society publishes a notice in the press of a decision by the Society that it will no longer require new shareholding members to enter into such agreements.

- 8. The words printed in italics in paragraphs 1 to 7 are explained as follows:
  a) The *"account"* is the share account which you are applying to *open* by completing this form.
- b) The "conversion announcement date" means the date on which the Society makes a public announcement of a proposal to transfer its business to a successor.
- c) The "current terms" means terms which are the same as, or similar to, the terms set out in paragraphs 2 to 7 above.
- d) You are an "exempt customer" when you open the account if:
- you have held a qualifying share account in the Society on, and at all times since, 31 January 2000; or

- you have already entered into an agreement with the Society binding you to the *current terms*; or
- you belong to one of the other groups of people who, in the Society's opinion, do not need to be asked to agree to the *current terms*. A list of these groups is available from the Society at any time. The Society may alter the number and composition of the groups from time to time, but no alteration will apply retrospectively. A person "*opens*" an account either by opening a new account or by
- e) A person "opens" an account either by opening a new account or by having an existing account transferred into his or her name (whether as a sole or joint holder).
- f) The "selected charity" means the Charities Aid Foundation or, if it is at any time no longer a registered charity, any other charity or charities selected by it to receive the windfall benefits.
- g) A "shorter period" is applicable if, when the Society opens your account, you belong to one of the groups of people who, in the Society's opinion, do not need to be asked to agree to the usual five year period. A list of these groups, stating the period applicable to them, is available from the Society at any time. The Society may alter the number and composition of the groups and the periods from time to time, but no alteration will apply retrospectively.
- h) The "successor" is any company or other corporate body to which the Society transfers its business under Section 97 of the Building Societies Act (or under any provision which amends or replaces it).
- A "windfall benefit" is a benefit which a person has a right to receive as a shareholding member of the Society, under the terms of any future transfer of the Society's business to a *successor* (ie on a conversion or takeover), other than:
  - the replacement of savings in a share account with the Society with savings in a deposit account with the *successor*; or

• any benefit which the Society has decided may be kept by a person who has a number of accounts and was an **exempt customer** when **opening** one or more (but not all) of them. A list setting out the conditions which determine whether, and to what extent, such a person may keep a benefit is available from the Society at any time. These conditions may be altered by the Society at any time, but no alteration will apply retrospectively.

- 9. Where more than one of you is signing this form, paragraph 1 and (if applicable) paragraphs 2 to 7 above apply to each of you separately.
- 10. If the Society no longer exists, following a merger with another building society, paragraphs 2 to 7 above will still apply between you and the other society.

11. For the removal of doubt, the terms and conditions of the Assignation of Windfall Benefits shall be governed by the law of Scotland.

## DECLARATIONS

- I/We understand that the operation of this account will be governed by the terms and conditions for the specific product chosen and by the Savings Terms and Conditions. I/We understand that it is my/our responsibility to read these carefully and to ask for clarification if there is anything in them that I/we do not understand.
- 2) I/We agree to be bound by the Rules of Scottish Building Society and the Assignation of Windfall Benefits detailed above.
- I/We declare that this account is not held by me/us as a simple trustee for a body corporate or for persons who include a body corporate.
   For joint accounts, I/we understand (a) that the account holder whose details are recorded as 'Applicant 1' is the first-named account holder who will exercise voting rights in respect of this account and (b) that in the event of the death of one of the account holders, the
- account will pass into the name(s) of the surviving account holder(s) who may continue to operate the account.

#### **Use of Personal Information**

- 5) I/We understand that Scottish Building Society may make searches about me/us at credit reference agencies who will supply information, including information from the Electoral Register, for the purpose of verifying my/our identity and address. The agencies will record details of the search whether or not this application proceeds. The searches will not be seen or used by lenders to assess my/our ability to obtain credit. Information obtained may be used for debt tracing and the prevention of money laundering as well as the management of my/our account. Further checks of this type may be carried out throughout the course of my/our relationship with the Society.
- 6) I/We understand that Scottish Building Society will use the information given in this application, together with any other information obtained in connection with this account, for the provision of products and services, administration, marketing and risk assessment (including analysis of transactions). I/We also understand that such information will be retained after the account is closed and may be disclosed as required by statute. My/our information may also be disclosed to third party processors (some of which may be based overseas) to transmit and collect money, investigate complaints, distribute statements and other communications, resolve IT issues develop and test new software and for auditing purposes. I/We have a right to apply for a copy of the information held by the Society (for which a fee may be charged) and to have any inaccuracies corrected.

Scottish Building Society will not share your information with any other organisation for marketing purposes, but occasionally we would like to tell you about new products or services or special offers introduced by the Society or an associated company.

### IF YOU WOULD PREFER NOT TO RECEIVE SUCH INFORMATION, PLEASE TICK THIS BOX

Please note that you will still receive statutory and other information (eg voting papers for the Annual General Meeting).

#### **Financial Services Compensation Scheme**

7) I/We acknowledge having received the information sheet relating to the Financial Services Compensation Scheme.

## SIGNATURE(S)

### ALL APPLICANTS MUST SIGN

DATE

If you think you may be eligible for interest without deduction of income tax, please complete the R85 form which is available from any of the Society's offices or online from our website or from GOV.UK [search for 'R85']

by (initials/date)
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## **Financial Services Compensation Scheme Information Sheet**



Basic information about the protection of your eligible deposits				
Eligible deposits in Scottish Building Society are protected by:	The Financial Services Compensation Scheme ('FSCS'). <sup>1</sup>			
Limit of protection:	£75,000 per depositor per bank / building society / credit union. $^2$			
If you have more eligible deposits at the same bank / building society / credit union:	All your eligible deposits at the same bank / building society / credit union are "aggregated" and the total is subject to the limit of £75,000. <sup>2</sup>			
If you have a joint account with other person(s):	The limit of £75,000 applies to each depositor separately. <sup>3</sup>			
Reimbursement period in case of bank, building society or credit union's failure:	20 working days. <sup>4</sup>			
Currency of reimbursement:	Pound sterling (GBP, $\pounds$ ) or, for branches of UK banks operating in other EEA Member States, the currency of that State.			
To contact Scottish Building Society for enquiries relating to your account:	Scottish Building Society SBS House, 193 Dalry Road, Edinburgh EH11 2EF			
	Tel: 0131 313 7700 or contact your branch.			
	Email: mail@scottishbs.co.uk			
To contact the FSCS for further information on compensation:	Financial Services Compensation Scheme 10th Floor Beaufort House 15 St Botolph Street, London EC3A 7QU			
	Tel: 0800 678 1100 or 020 7741 4100			
	Email: ICT@fscs.org.uk			
More information:	http://www.fscs.org.uk			

## **Additional information**

<sup>1</sup> Scheme responsible for the protection of your eligible deposit

Your eligible deposit is covered by a statutory Deposit Guarantee Scheme. If insolvency of your bank, building society or credit union should occur, your eligible deposits would be repaid up to £75,000 by the Deposit Guarantee Scheme.

### <sup>2</sup> General limit of protection

If a covered deposit is unavailable because a bank, building society or credit union is unable to meet its financial obligations, depositors are repaid by a Deposit Guarantee Scheme. This repayment covers at maximum £75,000 per bank, building society or credit union. This means that all eligible deposits at the same bank, building society or credit union are added up in order to determine the coverage level. If, for instance a depositor holds a savings account with £80,000 and a current account with £20,000, he or she will only be repaid £75,000.

In some cases eligible deposits which are categorised as "temporary high balances" are protected above £75,000 for six months after the amount has been credited or from the moment when such eligible deposits become legally transferable. These are eligible deposits connected with certain events including:

(a) certain transactions relating to the depositor's current or prospective only or main residence or dwelling;

- (b) a death, or the depositor's marriage or civil partnership, divorce, retirement, dismissal, redundancy or invalidity;
- (c) the payment to the depositor of insurance benefits or compensation for criminal injuries or wrongful conviction.

More information can be obtained under http://www.fscs.org.uk

## Additional information (continued)

### <sup>3</sup> Limit of protection for joint accounts

In case of joint accounts, the limit of £75,000 applies to each depositor.

However, eligible deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of £75,000.

### <sup>4</sup> Reimbursement

The responsible Deposit Guarantee Scheme is the Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU, Tel: 0800 678 1100 or 020 7741 4100, Email: ICT@fscs.org.uk. It will repay your eligible deposits (up to £75,000) within 20 working days until 31 December 2018; within 15 working days from 1 January 2019 until 31 December 2020; within 10 working days from 1 January 2021 to 31 December 2023; and within 7 working days from 1 January 2024 onwards, save where specific exceptions apply.

Where the FSCS cannot make the repayable amount available within 7 working days, it will, from 1 June 2016 until 31 December 2023, ensure that you have access to an appropriate amount of your covered deposits to cover the cost of living (in the case of a depositor which is an individual) or to cover necessary business expenses (in the case of a depositor which is not an individual or a large company) within 5 working days of a request. Again, there are specific exceptions to this obligation.

In the case of a depositor which is a large company, where the FSCS cannot make the repayable amount available within 7 working days, it will, from 3 July 2015 until 1 December 2016, ensure that you have access to your covered deposits within fifteen working days of a request containing sufficient information to enable it to make a payment, save where specific exceptions apply.

If you have not been repaid within these deadlines, you should contact the Deposit Guarantee Scheme since the time to claim reimbursement may be barred after a certain time limit. Further information can be obtained under http://www.fscs.org.uk

### Other important information

In general, all retail depositors and businesses are covered by Deposit Guarantee Schemes. Exceptions for certain deposits are stated on the website of the responsible Deposit Guarantee Scheme. Your bank, building society or credit union will also inform you of any exclusions from protection which may apply. If deposits are eligible, the bank, building society or credit union shall also confirm this on the statement of account.

### **Exclusion list**

A deposit is excluded from protection if:

- 1) The holder and any beneficial owner of the deposit have never been identified in accordance with money laundering requirements. For further information, contact your bank, bank building society or credit union.
- 2) The deposit arises out of transactions in connection with which there has been a criminal conviction for money laundering.
- 3) It is a deposit made by a depositor which is one of the following:
  - credit institution
- reinsurance undertaking
   collective investment undertaking
- financial institution
   investment firm

- collective investment undertaking
- pension or retirement fund <sup>1</sup>
- insurance undertaking
- public authority, other than a small local authority

The following are deposits, categories of deposits or other instruments which will no longer be protected from 3 July 2015:

- deposits of a credit union to which the credit union itself is entitled
- deposits which can only be proven by a financial instrument<sup>2</sup> (unless it is a savings product which is evidenced by a certificate of deposit made out to a named person and which exists in a Member State on 2 July 2014)
- deposits of a collective investment scheme which qualifies as a small company <sup>3</sup>
- deposits of an overseas financial services institution which qualifies as a small company<sup>3</sup>
- deposits of certain regulated firms (investment firms, insurance undertakings and reinsurance undertakings) which qualify as a small business or a small company <sup>3</sup> refer to the FSCS for further information on this category

### For further information about exclusions, refer to the FSCS website at www.fscs.org.uk

1 Deposits by personal pension schemes, stakeholder pension schemes and occupational pension schemes of micro, small and medium sized enterprises are not excluded.

- 2 Listed in Section C of Annex 1 of Directive 2014/65/EU.
- 3 Under the Companies Act 1985 or Companies Act 2006.