

# Cash ISA Account Application Form



Account Number

Customer Number (for office use only)

I/we enclose the sum of £  to open:  an Instant Access Cash ISA issue 3

## Account Holder

Mr/Mrs/Miss or other (please specify)

Forename(s)  Surname

Address

Post Code

Tel. No(s) Daytime  Evening  Mobile

Email

Date of birth\*  Are you an existing account holder with the Loughborough?

\* see Declaration 6 below

If 'Yes', please supply account number

Do you have a National Insurance (NI) number? Yes  No

If yes, you must enter it here

You should be able to find your NI number on a payslip, form P45 or P60, a letter from the HM Revenue & Customs, a letter from the DWP or pension order book

I apply to subscribe for a cash ISA for the tax year 20\_\_ / 20\_\_ and each subsequent year until further notice

### I declare that:

- all subscriptions made, and to be made, belong to me
- I am 16 years of age or over
- I have not subscribed and will not subscribe more than the overall subscription limit in total to a cash ISA & a stocks and shares ISA in the same tax year
- I have not subscribed, and will not subscribe, to another cash ISA in the same tax year that I subscribe to this ISA
- I am resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of Section 28 of Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas) are treated as being performed in the United Kingdom, or I am married to, or in a civil partnership with a person who performs such duties. I will inform the Loughborough Building Society if I cease to be so resident or to perform such duties or be married to, or in a civil partnership with, a person who performs such duties.

### I authorise the Loughborough Building Society

- to hold my cash subscription, ISA investment, interest, dividends, and any other rights or proceeds in respect of those investments and any other cash.
- to make on my behalf any claims to relief from tax in respect of ISA investments.

### I agree to the ISA terms and conditions as set out in the Savings brochure

### I declare that this application form has been completed to the best of my knowledge and belief

## DECLARATIONS - please read carefully before signing

I declare, consent and fully understand that:

1. I have read the general terms and conditions relating to the account applied for as set out in the General Terms and Conditions for Savings Accounts 2015.
2. I agree to be bound by the Society's rules, a copy of which is available upon request at any branch.
3. If required, you may make searches about me at credit reference agencies who supply you with information, including information from the Electoral Register, for the purpose of verifying my identity. 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 ability to obtain credit. You may use scoring methods to assess this application and to verify my identity. Credit searches and other information which is provided to you and/or the credit reference agencies, about me and those with whom I am linked financially may be used by the Loughborough Building Society and other companies for the prevention of money laundering as well as the management of your account. Alternatively, we may ask you to provide physical forms of identification.
4. **Data Protection Act:** I am aware that any information provided by me in this application form and any other information given during the normal operation of my account may be used by the Society to:
  - open and administer my account;
  - to prevent or detect fraud and financial crime;
  - for legal and regulatory compliance, business analysis; and for its own use in respect of marketing and market research, statistical analysis or similar purposes; and for its own use in promoting products of other companies; and
  - after closure of the account for statutory, regulatory, accounting and auditors or other lawful requirements.The Society may disclose my information to:
  - auditors, professional advisors or any person required or permitted by the law, any governmental or other regulatory authority; and to anyone I appoint to administer or operate my account; and
  - to third party processors contracted to provide services to the Society (where there is a legitimate business need e.g. printing and mailing purposes).I consent to the Society holding and processing my personal information for the purposes explained above. I have a right to access the personal information held by the Society and to have incorrect information corrected.
5. I have read the charitable assignment arrangements.
6. Please tick this box  if you are under the age of 18 and understand the nature of the transaction you are entering into and that parental/guardian consent has been obtained from

(full name of parent/guardian)

7. I can request not to receive any details about the Society's products and services.

Please tick below if you **do not wish** to receive information about the Society's products & services.

Applicant 1  Telephone  Post  Email

Signature  Date

## CHARITABLE ASSIGNMENT

### THIS FORM IS TO BE RETAINED BY THE CUSTOMER

**The Loughborough Building Society is a local building society catering particularly for the needs of members and potential members in its operating area. We are determined to continue to bring the benefits of such membership to increasing numbers of people. We aim to achieve this objective by offering competitive rates on savings, investment and mortgage products, together with high standards of service.**

The Society has found that such service to existing members has at times been severely disrupted by the actions of speculators. To avoid continued disruption from speculators the Society would require new investors to agree to assign to charity any future windfall benefits they receive, in the unlikely event of a transfer of the Society's business to a bank or other company.

Existing shareholding members as at 31 January 2000 who continuously maintain a shareholding account are not affected by this change, i.e. they may open new accounts without being required to assign any benefits to charity.

We have chosen the well-known Charities Aid Foundation as the charity to benefit from any potential windfall.

There are certain categories of investor who will be exempt from assigning any future windfall rights. A list of these categories is available from the Society. The above is only a summary of the charitable assignment arrangements, the complete terms of which are set out below. If you need any further information please ask at any of our branches.

### AGREEMENT TO ASSIGN WINDFALLS TO CHARITY

1. Paragraphs 2 to 6, below, will apply to me unless I am an exempt customer at the time when the account is opened.
2. I agree with the Society that, if the right to any windfall benefits is granted to me after the account is opened, I will assign those windfall benefits to the selected charity.
3. 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.

4. 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.

5. 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 I have given under paragraph 2, above.

6. 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 current terms. This paragraph will no longer apply if the Society publishes a termination notice.

#### Notes

These notes apply to paragraphs 1 to 6, above:

(a) The "account" is the share account, which you are applying to open by completing this form.

(b) The "current terms" means terms, which are the same as, or similar to, the terms set out in paragraphs 2 to 5, above.

(c) You are an "exempt customer" when you open the account if:

- you have held shares in the Society on, and at all times since, 31 January 2000; or
- you belong to one of the groups of other 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.

(d) A "fixed-term scheme notice" means a notice in the press publicising a decision by the Society that, though it will require new shareholding members to enter into agreements as described in paragraph 6 above, the member's agreement will only require him or her to assign any windfall benefits to charity if an event relating to a transfer of the Society's business to a successor occurs during a fixed term specified in the agreement.

(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 sole or joint holder).

(f) A "public announcement" is a public announcement by the Society of a proposal to transfer its business to a successor.

(g) 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 assignments of windfall benefits.

(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 1986 (or under any provision which amends or replaces it).

(i) A "termination notice" means a notice in the press publicising a decision by the Society that it will no longer require new shareholding members to enter into agreements as described in paragraph 6, above.

(j) A "windfall benefit" is a benefit which a person has the 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 (i.e. on a conversion or take-over), 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 conferred under the terms of a transfer which is the subject of a public announcement made more than five years after the Society has published a termination notice or a fixed-term scheme notice; 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 from time to time, but no alteration will apply retrospectively.

(k) Where more than one of you is signing this form, paragraph 1 and (if applicable) paragraphs 2 to 6, above, apply to each of you separately.

(l) If the Society no longer exists following a merger with another building society, paragraphs 2 to 6, above, will still apply between you and the other society.