

# CASH ISA

## CUSTOMER GUIDE AND APPLICATION FORM



**WESLEYAN BANK**

*we are all about you*

# CASH INDIVIDUAL SAVINGS ACCOUNT (ISA)

This document gives the main points about the Wesleyan Bank Cash Individual Savings Account (ISA). It doesn't explain all the definitions which are in the terms and conditions (included at the back of this document).

## Questions and answers

### What is an ISA?

- ▶ An ISA is a type of savings account with tax advantages. HM Revenue & Customs (HMRC) set how much you can invest each tax year (the tax year runs from 6 April one year to 5 April the following year).
- ▶ You do not pay income tax on any income made from an ISA.
- ▶ You do not pay capital gains tax on any money made from an ISA.
- ▶ You can invest in a Stocks and Shares ISA, a Cash ISA, a Lifetime ISA, an Innovative Finance ISA or a combination of all four in a single tax year.
- ▶ You can choose one ISA manager for your Stocks and Shares ISA, one for your Cash ISA, one for your Lifetime ISA and one for your Innovative Finance ISA.

### What is the Wesleyan Bank Cash ISA?

- ▶ The Wesleyan Bank Cash ISA is an easy access deposit account which pays a variable rate of interest.
- ▶ You should read our Interest Rates and Account Charges guide for more information.
- ▶ Your money will be paid into a tax-free deposit account. You will not pay any personal income tax on interest.

### How do I open an account?

- ▶ You can open a Wesleyan Bank Cash ISA with a cheque for just £10. You can pay up to £20,000 into your account in the current tax year.
- ▶ To open an account, you need to fill in the application form at the back of this customer guide and return it with your cheque in the Freepost envelope provided. Or you can apply online at [www.wesleyan.co.uk](http://www.wesleyan.co.uk)
- ▶ If you do not pay into your account for a whole tax year you will need to re-apply for a Wesleyan Bank Cash ISA.

### How do I pay into the account?

You can pay in money by cheque, bank giro credit, as a transfer from another Wesleyan Bank account or by monthly direct debit.

### Who can open an ISA?

You can open a Cash ISA if you are aged 16 or over and you are:

- ▶ a UK resident for tax purposes (ask your local tax office if you're not sure);
- ▶ are resident in the UK for tax purposes or performing duties as a Crown Employee which are treated as being performed in the UK (or be married to or be in a civil partnership with a person who performs such duties); or
- ▶ the husband, wife or registered civil partner of a crown employee working overseas.



### How much can I pay in?

- ▶ After you have opened your Wesleyan Bank Cash ISA, you can pay any amount into your account at any time, as long as you stay within the annual limits.
- ▶ The most you can pay into a Cash ISA in the current tax year is £20,000.
- ▶ You can invest in a Cash ISA, Stocks and Shares ISA, Innovative Finance ISA or a Lifetime ISA or a combination of all four in the same tax year - subject to maximum investment limits set by HM Revenue and Customs (£20,000 overall, of which up to £4,000 can be invested in a Lifetime ISA in the 2017/18 tax year).
- ▶ The ISA limits are reviewed each year by HM Treasury.
- ▶ If you don't use all of your ISA allowance in any tax year you can't carry it forward.

### How do I take money out?

You can withdraw all or part of your account balance at any time. We can transfer your money to a bank or building society account in your name or we can send you a cheque.

When you have taken money out of your ISA, you can't put it back into your ISA if it would take you over the maximum you're allowed to pay in for the tax year.

You can ask us at any time to transfer your ISA to another ISA manager. You should read the terms and conditions for more information.

### How do I manage my account?

You can manage your Wesleyan Bank Cash ISA by phone, internet or post. We will send you a statement at the end of each tax year which covers the previous 12 months.

#### Internet banking

Our internet banking service lets you take control of your finances and is available 24 hours a day. You can log on to your account at any time and it is completely free. Our secure service means that nobody else can access your account details and user codes. You can:

- ▶ check your balance;
- ▶ view your statements and transactions;
- ▶ transfer funds instantly between your Wesleyan Bank accounts;

- ▶ transfer funds to your account at another UK bank; and
- ▶ pay bills such as credit cards and utility bills.

Our online help facility is designed to support you when using our internet banking service. However, if you need to speak to us directly please call the number below.

### Telephone banking

Our free telephone banking service lets you speak directly to one of our personal bankers. You can:

- ▶ check your balance;
- ▶ arrange withdrawals;
- ▶ make transfers between accounts; and
- ▶ enquire about transactions.

To use telephone banking call us on 0800 358 1122. Our lines are open from 8am to 6pm Monday to Friday. You can leave us a message outside of these times and we will call you back. For your security and to keep confirmation of your instructions, we record all phone calls.

### Can I transfer my existing ISA to the Wesleyan Bank Cash ISA?

You can transfer an existing ISA to the Wesleyan Bank Cash ISA. If you want to transfer an ISA you have paid into in the current tax year, you will have to transfer the current tax year subscriptions in full. You can transfer all or part of any subscriptions made in previous tax years.

To do this you will need to fill in our ISA Transfer Form, which you can ask us for. We will contact your current ISA manager and arrange for them to transfer the Cash ISA direct to us. Your current manager may charge you for ending your account.

If the money you transfer has been saved in the current tax year, this will count towards your annual ISA allowance. If the money you transfer was saved in a previous tax year it will not affect your allowance for the current tax year.

### What about tax?

- ▶ You don't have to pay income tax on any interest your ISA makes.
- ▶ You don't have to pay capital gains tax on any money you make from your ISA.
- ▶ You don't have to put the ISA on your tax return.

- ▶ This is how we understand the current tax rules. They may change in the future.

### What about interest?

We work out interest daily and add it to your account every year on 5 April. You will start earning interest on the day we receive your funds or on the second working day after we received your cheque. You can check our interest rates by calling us on 0800 358 1122. Our lines are open from 8am to 6pm Monday to Friday.

### Are there any charges?

We do not charge you for the standard service to run and manage your account. However, we may charge you for any other services which we make available to you from time to time. If you use these services we will tell you the charges before we act on your instructions.

### Who is the Wesleyan Bank Cash ISA suitable for?

This ISA would be suitable for those who want:

- ▶ a secure investment;
- ▶ a variable interest rate;
- ▶ a tax-efficient way to save;
- ▶ easy access to your account;
- ▶ to make monthly or lump-sum payments each year; and
- ▶ to keep track of your account online or over the phone.

This ISA would not be suitable for those who:

- ▶ already have a Cash ISA with another manager (unless you're transferring your funds to Wesleyan Bank); or
- ▶ want to invest your full ISA allowance into a Stocks and Shares ISA or an Innovative Finance ISA.

### What happens to my ISA if I die?

The tax advantages for the ISA will stop on the date of your death. We will close your ISA when we are told in writing that you have died and your personal representatives have completed the necessary formalities (for example, obtaining the grant of representation).

Your investment will be part of your estate and there may be inheritance tax to pay. Income tax will have to be paid on any interest arising after the date of death. Any subscriptions made after the date of death will not be valid.

From 6 April 2015, your husband, wife or registered civil partner has been able to inherit your ISA benefits if you die. They will be given an enhanced ISA limit for a specified amount of time, which will be the same as the value of your ISA when you die. This only applies to deaths on or after 3 December 2014.

### Can I change my mind about opening an account?

Yes, you can change your mind. Simply write to us within 14 days from the date we receive your signed agreement. HMRC will treat this account as if it was never opened and you will be able to apply to open another one. You can cancel by writing to us at Wesleyan Bank Ltd. Po Box 3420, Colmore Circus, Birmingham B4 6AR.

If you cancel an ISA transfer we can either:

- ▶ attempt to return the money to the previous ISA manager;
- ▶ attempt to transfer the money to a new ISA manager; or
- ▶ withdraw the money from your ISA and pay it out to you.

## Other information

### Wesleyan Bank Ltd

We are wholly owned by Wesleyan Assurance Society. We offer a high-quality personal banking experience and a full range of products and services including savings accounts and personal loans. We give you banking that is fast, efficient and friendly. We have a dedicated team of UK-based personal bankers that maintain very high standards in personal banking and guarantee high-quality customer service.

### Proof of identity

In order to protect customers from the risk of fraud and to prevent money laundering, the law says we must check the identity and address of anybody who opens an account. This applies to both new and existing customers. Please see the section 'Confirming Your Identity' on the application form.

### How to complain

We hope that you're happy with our service. If you do need to complain, please contact us in one of the following ways.

- ▶ Write to us at:  
Complaints  
Wesleyan Bank Limited  
PO Box 3420  
Colmore Circus  
Birmingham B4 6AE.
- ▶ Call us on 0800 358 1122. Our lines are open from 8am to 6pm, Monday to Friday. We may monitor our calls to improve our service.

If you call us we will try to deal with your issue on the same day. If you write to us we will let you know that we have received your letter within five working days of when we receive it. We will try to sort out your complaint within four weeks or let you know the progress we have made.

If, after receiving our response, you're still not happy, you can complain to the Financial Ombudsman Service.

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR.

Telephone: 0800 023 4567 (free if you are calling from a landline.)

Telephone: 0300 123 9123 (free if you are calling from a mobile phone and you pay a monthly charge for calls to numbers starting 01 or 02.)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Alternatively you can submit your complaint via the Online Disputes Resolution at [www.ec.europa.eu/consumers/odr/](http://www.ec.europa.eu/consumers/odr/) who will forward your complaint onto the Financial Ombudsman Service. If you complain to the ombudsman, it won't affect your legal rights.

### Law

The plan is governed by the law of England.

### Compensation

Wesleyan Bank Limited is covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our financial obligations to you, you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). Further information can be found in the Financial Services Compensation Scheme Information Sheet and Exclusions List.





### How to contact us

If you have any questions, please contact us in any of the following ways.

- ▶ Call us on 0800 358 1122. Our lines are open from 8am to 6pm, Monday to Friday. We may monitor our calls to improve our service.
- ▶ Write to us at:  
Wesleyan Bank Limited  
PO Box 3420  
Colmore Circus  
Birmingham B4 6AE.
- ▶ Fax us on 0121 200 9345
- ▶ Visit our website at [www.wesleyanbank.co.uk](http://www.wesleyanbank.co.uk).

## Wesleyan Bank Ltd Cash Individual Savings Account Terms and Conditions

### Introduction

These specific terms and conditions are additional conditions to the Wesleyan Bank Limited General Terms and Conditions. If there is any difference between these conditions and the general terms and conditions, these conditions will always apply.

You can ask us for a copy of the Wesleyan Bank Limited General Terms and Conditions or you can find them on our website [www.wesleyanbank.co.uk](http://www.wesleyanbank.co.uk).

These terms and conditions are governed by the law of England and Wales. Any banking terms and conditions implied by law will also apply to this agreement.

Wesleyan Bank Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No.165116) and is approved by HM Revenue & Customs as account manager under the ISA Regulations.

This information is based upon our understanding of current taxation legislation, which could change in the future.

You should read these terms and conditions carefully and if there is anything you don't understand please contact us in one of the following ways.

- ▶ Call us on 0800 358 1122. Our lines are open from 8am to 6pm Monday to Friday. We may monitor our calls to improve our service.
- ▶ Write to us at:  
Wesleyan Bank Limited  
PO Box 3420  
Colmore Circus  
Birmingham B4 6AE

### Definitions

In these terms and conditions we use financial words and phrases that not everyone will be familiar with. We've explained what these mean below.

- ▶ **Account** – the Wesleyan Bank Cash ISA.
- ▶ **Account manager** – Wesleyan Bank.
- ▶ **Cash ISA** – an ISA which is designated as a cash account under the ISA regulations.
- ▶ **ISA** – an Individual Savings Account as defined in the ISA Regulations.
- ▶ **ISA regulations** – The Individual Savings Account Regulations 1998 (as amended from time to time).
- ▶ **Qualifying individual** – an individual who qualifies to open an ISA. You can open a Cash ISA if you:
  - are aged 16 or over;
  - you have not already subscribed to another Cash ISA in the year (except as permitted by the ISA Regulations);
  - have not already paid up to the ISA subscription limit for the year;
  - are resident in the UK for tax purposes or performing duties as a Crown Employee which are treated as being performed in the UK (or be married to or be in a civil partnership with a person who performs such duties).
- ▶ **Stocks and shares ISA** – an ISA which is designated as a stocks and shares account under the ISA regulations.
- ▶ **Innovative Finance ISA** – an ISA which is designated as an Innovative Finance account under the ISA regulations.
- ▶ **Lifetime ISA** – an ISA which is designed as a Lifetime ISA account under the ISA regulations

- ▶ **Subscriptions** – the money you pay into your ISA.
- ▶ **Year** – the tax year which starts on 6 April one year and ends on 5 April the following year.

### The account

The account will be held in the name of the account holder. Money paid into the account will be owned beneficially by the account holder. You cannot:

- ▶ transfer the rights of the account to anyone else; or
- ▶ give any rights over the account to anyone as security for a loan or other debts.

### Opening an account

To take out an ISA you must be a qualifying individual and you must sign the declaration on the application form to confirm that you meet the definition of a qualifying individual. You must tell us straight away if you stop being a qualifying individual.

You can only subscribe to one Stocks and Shares ISA, one Cash ISA, one Lifetime ISA and one Innovative Finance ISA in each tax year. However, you can transfer your investment from one ISA manager to another.

### Paying into your account

- ▶ You must make an initial deposit by cheque of £10 or more. After this you can pay in any amount at any time (subject to the annual ISA allowance).
- ▶ Your subscriptions cannot be more than the maximum amount allowed in the current year. You can invest in a Cash ISA, Stocks and Shares ISA, Innovative Finance ISA or a Lifetime ISA or a combination of all four in the same tax year - subject to maximum investment limits set by HM Revenue and Customs (£20,000 overall, of which up to £4,000 can be invested in a Lifetime ISA in the 2017/18 tax year). The amount you invest in a Cash ISA will reduce how much you can put into other permitted ISAs.
- ▶ If you don't make any subscriptions for a whole year we will ask you to reapply for the account.
- ▶ If you do not subscribe the maximum in any tax year, the balance cannot be used in another tax year.

### Transferring from another ISA

You can apply to transfer to us an existing ISA you hold with another ISA manager.

If you want to transfer subscriptions you have made in the current tax year, you must transfer the subscriptions in full.

You can transfer some or all subscriptions made in previous tax years.

When your ISA has been transferred, these terms and conditions will apply from the date of the transfer. We will apply the funds to the account within three working days.

We have the right to refuse your transfer request if we have a valid reason for doing so.

### Taking money out

You can write and tell us that you want to take all or part of the money out of your account at any time and within a reasonable time limit (that you specify). You can:

- ▶ transfer money to another bank or building society, by using our telephone or internet banking service; or
- ▶ ask us to send you a cheque made payable to you or a third party.

We don't charge you for withdrawing money. There is no debit card, cash card or cheque book with this account and you can't use your account to make direct debits or standing orders.

Withdrawals have no effect on your ISA allowance. For example, if you subscribe £20,000 in May and then withdraw £500 in July, you will not be allowed to subscribe any further amounts for that tax year. This Cash ISA is not a Flexible ISA.

### Interest

Interest is worked out daily and added to your account every year on 5 April. If you make subscriptions by cheque you will start earning interest on the second working day after we receive it. All other subscription methods will start earning interest on the day we receive the funds. You can check our interest rates by calling us on 0800 358 1122. Our lines are open from 8am to 6pm Monday to Friday.

The interest will be paid to your account without tax deductions.

### Charges

We do not charge you for the standard service to run and manage your account. However, we may charge you for any other services which are made available to you from time to time. If you want to use non-standard services we will tell you the charges before we act on your instructions.

### Statements

We will send you a statement each year showing all payments to and from your account. You can ask us to send you a statement or call us for transaction and balance details at any time.

If you pay into your account using our postal deposit service we will send you an advice note with the new transaction and balance details on your account.

### Transferring funds to another ISA manager

At any time, and in accordance with the ISA regulations relating to transfers, you can ask us to transfer some or all of your account to another ISA manager.

If you want to transfer subscriptions that were made in the current tax year you must transfer the whole amount.

When we receive a request to transfer to another manager, the money and transfer information will be sent to the new manager within five working days.

### If we close your account

We will close your account straight away if we believe that it isn't possible to administer the account in line with the ISA regulations or if you are breaching the ISA regulations. We will terminate the account automatically if it becomes void under the ISA regulations and will no longer be free from income tax. We will write to you if this happens.

If we decide that we want to stop acting as the account manager we will give you six months' notice before closing the account. If we have to close the account because we no longer qualify as an account manager under the ISA regulations, we will give you 30 days' notice. You can transfer the account to another ISA manager of your choice during these notice periods.

### If you close your account

You can write and tell us that you want to close your account at any time. You won't have to pay a penalty to close your account. When we receive your written instructions we will cash in your account and send you the money by cheque or bank transfer.

### If you die

The tax advantages for the ISA will stop on the date of your death. We will close your ISA when we are told in writing that you have died and your personal representatives have completed the necessary formalities (for example, obtaining the grant of representation).



Your investment will be part of your estate and there may be inheritance tax to pay. Income tax will have to be paid on any interest arising after the date of death. Any subscriptions made after the date of death will not be valid.

From 6 April 2015, your husband, wife or registered civil partner will be able to inherit your ISA benefits if you die. They will be given an enhanced ISA limit for a specified amount of time, which will be the same as the value of your ISA limit when you die. This only applies to deaths on or after 3 December 2014.

## Wesleyan Bank Ltd

### General Terms and Conditions

#### Introduction

These Terms and Conditions explain our obligations to you and your obligations to us; and apply to all the accounts you have with us and the services we provide in connection with your accounts. They include the terms applicable to telephone and internet banking. The procedures you must follow for our Internet Banking Service are contained in the user guidance we give you in any form including electronic help texts. You must follow these procedures when using the services.

Your agreement with us is contained in these general Terms and Conditions, the additional conditions and the application form. The additional conditions include our charges and the interest rates, notice periods, minimum or maximum balances and other terms which are specific to a particular account or service.

We will tell you what these additional conditions are when you open an account or apply for a new service. They are set out in material we publish which you can ask for at any time. We may also publish them on our website. If the additional conditions are inconsistent with these general Terms and Conditions, the additional conditions will apply.

Please take time to read them carefully. They are important because they are part of the legal agreement between you and us for your account. If you find any of the Terms or Conditions unclear and would like us to clarify anything written here, please contact us at Wesleyan Bank Ltd, PO Box 3420, Colmore Circus, Birmingham B4 6AE. Telephone: 0800 358 1122.

These Terms and Conditions are governed by the law

of England. Any banking Terms and Conditions implied by law will also apply to this agreement. Wesleyan Bank Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 165116).

#### Definitions

In these conditions:

- ▶ **Wesleyan Bank Ltd** is referred to as '**we**' or '**us**'.
- ▶ '**account**' refers to any account you have with Wesleyan Bank Ltd.
- ▶ '**you**' means any customer operating an account with us and include (where appropriate) any person you authorise to give instructions on your accounts.
- ▶ '**working day**' means Monday to Friday from 9am to 5pm, unless that day is a bank holiday in England.
- ▶ '**automated payments**' include automated payments to and from your account and include Bacs, CHAPS, standing orders, Direct Debits, internal payments between your accounts with us, payments made using the Faster Payment Service and payments made through our telephone service or our Internet Banking Service. (Not all automated payments are available on all accounts.)
- ▶ '**CHAPS**' stands for the Clearing House Automated Payment System and is an electronic process for bank-to-bank same-day payments made within the United Kingdom.
- ▶ '**nominated account**' is an account that you choose to receive transfers by automated payment from your account. It must be in the same name(s) as your account.
- ▶ '**reference rate**' means any rate which is linked or set against an externally set interest rate such as the Bank of England base rate.

#### Opening an account

The account is available for personal use by individuals or joint (not more than two) account holders who are permanently resident in the United Kingdom and aged at least 18 years. It may not be used by companies, partnerships or businesses.

You can open the account by completing and signing the application form and returning it to us together with your initial deposit.

When we receive an application we are obliged to verify the identity of the applicant and we may make any enquiries concerning the applicant that we think are appropriate; this may include undertaking a search with a credit reference agency. We may decline to accept any application (whether from a new customer or existing customer) without giving any reason.

### **Your right to cancel**

After we receive your application form we will send you a cancellation notice. From the day you receive your cancellation notice you have 14 days to reconsider your choice of the account.

If you do decide to cancel, we will help you switch accounts or we will give you your money back with interest.

### **Joint accounts**

If there are two or more people named as account holders, we are authorised to act upon instructions (in writing, by telephone or via our Internet Banking Service) given by either of the account holders, unless either of the joint account holders tells us that this authority is revoked, in which case we will act only upon the written instructions of both joint account holders.

Either one of you can withdraw the whole balance in the account irrespective of which of you deposited the funds.

If one of you dies, we will continue to accept instructions in connection with your account from the survivor.

If you no longer require a joint account, you must tell us how the funds are to be divided.

To the extent that there is a disagreement about who owns the money in your account or how it is to be operated, we may freeze your account. This means we will not allow anyone to take money out, pay money in (unless we agree) or carry out any other transaction until we are satisfied that the disagreement is settled.

If two persons are named as the account holder each person can be held fully responsible for any debt on the account. This is known as 'joint and several' liability.

### **Contacting each other**

We may contact you by post, telephone, email or secure message using the latest address, telephone number or email address you have given us. It is your responsibility to ensure that we have your current contact details.

We will normally contact only the joint account holder named first in our records subject to any legal

requirements or unless you request otherwise. The first named account holder is responsible for passing information we send to the other account holder.

The other joint account holder will be bound by the contents of such communication.

You can contact us at the appropriate address and telephone number we give you, or by internet following the user guidance.

We will record telephone calls between you and us, in order to keep a record of your instructions. If you disagree with us about any instructions you give over the phone we can use the recording to check what was said. Calls may also be monitored, to assist us in assessing the quality of our service.

### **Giving us instructions (automated payments)**

This section applies to the following services: payments made using the online and telephone banking services, Faster Payments, BACS, CHAPS, Direct Debits, standing orders or any other

Before we carry out instructions to make an automated payment on your account these must be authorised by you in one of the following ways: by calling Wesleyan Bank on 0800 358 1122 or logging onto our Internet Banking Service, by providing your personal security details to us and requesting an available withdrawal from your account; in writing and signed by you or an authorised person; providing your account details to complete an automated payment from your account.

We may tell you that instructions must be given in a specific way for a particular account or service.

Your instructions to carry out a payment can include a single payment, a series of recurring payments (including payments for an indefinite period) or pre-authorising a future payment of a certain (or uncertain) amount.

In the event that a transaction has not been properly authorised by you, you may authorise the transaction after it has been made by providing your consent to the payment either orally or in writing to us.

When you tell us to make a funds transfer via our Internet Banking Service, by post, by our telephone banking service or by standing order, and provided you tell us before 4pm on a working day, the maximum time it will take to reach the recipient's bank will be the next working day following the day the instruction was received. If possible we will use the Faster Payments system, meaning the funds will, in most

cases, be available in the recipient's account the same day. The Faster Payments system depends on the recipient's account being able to receive the monies and on financial limits. If you request a same-day transfer this will be sent by CHAPS; there is a charge for this service as detailed in our account tariff.

Where we receive your instructions, and provided it is authorised as detailed above to make a payment from your account, we have set out below details of the transaction times for each type of payment and the time in the day prior to which your instructions must be received to allow the payment to begin being processed that day.

Where an instruction is received after the cut-off time specified above it will be treated as having been received on the next working day.

Certain automated payments may require additional authorisation in accordance with our security procedures. If this is necessary your instruction will be treated as being completed after the security check. If this happens, your payment will normally still be sent at the instructed time. We will always adjust the effective date for the interest to ensure that you never lose interest because of a security check.

When you give us an automated payment instruction you must give us the sort code and account number for payments in the UK, or the equivalent information for payments outside the UK and any other details we ask you for, such as the name of the person you are sending the payment to, so we can make the

payment. We may ask you to check and confirm your payment instruction. You are responsible for checking the details are correct. We will not be liable if your payment is delayed or sent to the wrong person because you gave us the wrong details. If a payment does go to the wrong person because you sent us the wrong details, we will use reasonable efforts to recover the payment and, if we manage to do so, we may charge you our reasonable costs.

We will not make a standing order payment from your account or a future-dated payment instruction on a day which is not a working day. If you ask us to do so, we will treat it as if the payment were scheduled to be paid on the next working day.

We will allow Direct Debit payments to be collected from your account on the date specified in the Direct Debit instruction. If you give a business or other organisation (in the UK) authority to collect payments from your account on a regular basis, they will normally tell you at least 10 working days before changing the payment dates or amount of money they ask us to pay from your account, unless you agree otherwise.

If you think there has been an incorrect Direct Debit payment you should tell us immediately so that we can arrange a full and immediate refund – even if the original error was made by the business or organisation who set it up. You should also contact them to let them know what you have done and why.

Other than in the case of future-dated payments

Type of automated payment out	Cut-off time	When the payment appears on your statement (transaction date)	When the payment stops earning interest	When the payment is available to the payee
Online Banking, Telephone Banking, Postal Instruction or Standing Order	Completed instruction by 4pm Monday to Friday	On the working day you instruct us to send the payment	Immediately on the date we send the payment	Next working day following the receipt of a request for payment
CHAPS	Completed instruction by 2.30pm Monday to Friday	On the working day you instruct us to send the payment	Immediately on the date we send the payment	Same day
Internal transfers to other Wesleyan Bank accounts	Completed instruction by 4pm Monday to Friday	On the working day you instruct us to send the payment	Immediately on the date we send the payment	Same day
Direct Debit (only available on Privilege and Cheque Accounts)	Not applicable	On the day we receive the request for payment	On the day we receive the request for payment	Three working days from the receipt of a request for payment

and cheques, once a transaction is authorised by you it cannot be changed or cancelled because we start processing it when we receive it.

A future-dated payment can only be cancelled up to the end of the working day before the day set for its execution.

Where you have set up instructions for a number of recurring transactions you may cancel this instruction by contacting us. This will cancel any of the recurring payments which are set for execution after the end of the day of cancellation where this is a working day. Where the cancellation is received on a non-working day, it will cancel any recurring payments which are set for execution after the end of the next working day.

If you wish to cancel or change a Direct Debit, as well as telling us, you must tell the business or organisation to make sure the payment is cancelled.

Where you instruct us to make a payment to a person or account outside the UK, or in a currency other than in sterling, this is not covered by this agreement and you will be given separate conditions and details at that time.

For security reasons we cannot accept instructions by fax.

We are unable to process instructions sent to us via insecure email. If you send us an email, you cannot assume that it has reached us until we return an email acknowledging receipt.

### **Giving us instructions (cheque payments)**

You must complete cheques so that they are not easy to alter.

When we receive a cheque you have written we will take the money from your account on the same day. We typically receive cheques within a few days of you writing them, but the exact timing depends on when the person you gave the cheque to pays it into their account.

It is your responsibility to make sure you have available funds in your account to cover any cheques you have written. If you do not have the available funds to make the payment or you have exceeded a limit we have applied to your account, the cheque will be returned unpaid.

You may not ask us to pay a cheque later than when we receive it by writing a future date on it. We will not be liable if we pay the cheque before that future date. If you want to make a payment on a future date you can do so by instructing us in writing, by telephone or by our Internet Banking Service.

We may pay a cheque even if it is not presented to us for payment within six months of the date on the cheque; however, we reserve the right to return any such cheque unpaid.

We may debit any cheque to your account without notifying you even if the cheque contains technical irregularities.

If someone asks you to replace a cheque (for example because they have lost it or there is a problem with it) it is your responsibility to ask us to stop the old cheque, before you write a new one. If you do not do this, there is a risk that both the old and replacement cheques will be paid from your account.

You can stop a cheque before it has been presented to us for payment unless it has been guaranteed. We may make a charge for stopping a cheque. Details of charges for stopping cheques are set out in our account tariff.

### **Refusing instructions**

We may refuse to carry out a payment instruction if: you do not have the available funds to make the payment or you have exceeded a limit we have applied to your account; the payment instruction is not clear; the wrong security details have been used for your account; there is a legal requirement or a court or other authority that tells us to act in that 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; you enter into a voluntary arrangement with anyone you owe money to (or you are going to do so); a bankruptcy order is made against you or we think that one is likely to be made; an administration order has been made under the appropriate legislation which covers how you are to repay money you owe; 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); the relationship between you and us has irretrievably broken down (for example if you have been threatening or abusive to our staff); the terms of the account prevent completion of the transaction; circumstances beyond our reasonable control prevent us from offering a normal service (such as an act of terrorism, computer failure or industrial action); or any other reason set out separately in this agreement applies.

For security purposes we have internal controls on the maximum amount that can be taken out of your account in certain circumstances. We may vary these limits at any time with immediate effect. We will tell you if your transaction exceeds any of the limits.

We use systems to identify payments that seem unusual and to help us prevent the misuse of your account. Where we think an unusual payment involves misuse we may investigate further, for example by calling you, or refusing to make the payment.

If we prevent you from using your account or refuse to make a payment under this condition, we will act in a manner we think is reasonably appropriate for the circumstances and try to reduce any inconvenience to you.

Unless the law prevents us from doing so, we will try to contact you to tell you that we are refusing to act on your payment instruction. We will do this at the earliest opportunity, but in any case by the time the payment should have reached the bank you asked us to make the payment to.

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 have led to our refusal.

### **Safeguards and corrective measures**

A payment instrument is any personalised device or set of procedures used by you in order to instruct automated payments from your account.

You will not be able to give a payment instruction if we have stopped or suspended your ability to use a payment instrument. We can do this if we reasonably consider it necessary for reasons relating to the security of your account, or a significantly increased risk that you may be unable to pay any money you owe us on the relevant account.

Unless the law prevents us from doing so or we believe it will undermine our security measures, we will try and contact you by telephone or in writing in advance to tell you that we have done this and our reasons for doing so. If we are unable to tell you in advance, we will tell you as soon as possible afterwards.

We will allow the use of the payment instrument or replace it with a new payment instrument as soon as practicable after the reasons for stopping its use cease to exist.

You must use the payment instrument in accordance with the terms and conditions governing its issue and

use as provided to you.

You must take all reasonable steps to keep its personalised security features safe at all times.

You must notify us without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the payment instrument. For unauthorised payment transactions, notification must be no later than thirteen months after the debit date for the transaction.

We will ensure that appropriate means are available at all times to enable you to notify us of any loss, theft, misappropriation or unauthorised use of the payment instrument.

If you notify us as above, we will, upon your request, provide proof that such notification was made at any time during a period of eighteen months after the alleged date of the notification.

We will prevent any further use of the payment instrument once notification as above has been made by you.

As soon as you become aware of the loss, theft, misappropriation or unauthorised use of a payment instrument then you must contact us immediately on 0800 358 1122 (+44 121 212 0899 from abroad) or by writing to Wesleyan Bank Ltd, PO Box 3420, Colmore Circus, Birmingham B4 6AE.

### **Unauthorised and incorrectly executed payments**

If you become aware that an automated payment has not been properly authorised by you or has been incorrectly executed you must notify us by calling 0800 358 1122. 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. This notification must be provided as soon as you become aware of the error and in any event within thirteen months of the date the transaction is debited to your account. If you do not notify us, or you notify us more than thirteen months after it was made, you will not be entitled to a refund under this condition.

We are responsible for a transaction which was not or which was incorrectly executed and you notified us in accordance with these conditions.

A claim for a refund will not be accepted if you have consented to the transaction.

We will not be liable where we can prove the payee's bank or building society is at fault.



You can ask us for a refund where a pre-authorised transaction did not specify the exact amount of the transaction at the time your authorisation to the transaction was provided and the amount charged by a supplier was more than you could reasonably have expected, taking into account normal spending patterns on account or the circumstances of the transaction, and you request a refund within eight weeks of the date the payment was made from your account.

We may ask you to provide information which is reasonably necessary to investigate whether or not you are entitled to a refund.

This does not affect your rights under the Direct Debit Scheme.

### **Your liability**

You are liable for all losses incurred in respect of an unauthorised automated payment transaction where you: have acted fraudulently; have with intent or gross negligence failed to comply with your obligations under these conditions.

Subject to the above you are liable up to a maximum of £50 for any losses incurred in respect of unauthorised payment transactions arising: from the use of a lost or stolen payment instrument; where you have failed to keep the personalised security features of the payment instrument safe from misuse.

You are not liable for any losses incurred in respect of unauthorised payment transactions processed by way of a payment instrument which arises after any notification.

### **Payments into your account (deposits)**

You may pay money into your account by: sending us a cheque through the post (using one of the pre-paid envelopes provided); giving us instructions to transfer funds from another Wesleyan Bank account in your name (subject to the terms and conditions applicable to that account); by transfers from other banks or building societies; by direct transfer from Wesleyan Assurance Society products.

When you or someone else pays money into your account you cannot withdraw it until it has cleared. It also takes time before the payment has an effect on the interest we pay you. This depends on how the money is paid in. The table below sets out the number of working days before the money starts to earn interest and how long you have to wait to withdraw sums you pay into your account.

If we receive a cheque after 3pm or on a day which

is not a working day, we will deal with it as if we had received it on the next working day.

If any cheque or Direct Debit payment is returned to us without it being paid we will take the same amount out of your account and adjust the interest we have to pay you. We may re-present it for payment. If we do so we will treat it as a new transaction.

If you pay a cheque into your account and we let you take some or all of the amount of the cheque out of your account, that does not mean the cheque has been paid by the paying bank. If the cheque is returned to us without being paid we may take the amount of the cheque out of your account unless more than six working days have passed since the day we received the cheque. After six working days have passed we cannot take the amount of the cheque out of your account without your consent, unless you are a knowing party to a fraud.

Cheques paid into your account should be denominated in sterling and be made payable to you. We will not accept a cheque payable to a third party for the credit of your account. If you want to pay a cheque into your account you should write your account number on the back of the cheque and send it to us using the pre-paid envelopes provided.

For security reasons you should not send cash to us through the post. If you do so and it is lost before we receive it, we will not be liable for the loss.

If you receive money into your account in a foreign currency, the amount of the payment will be changed to sterling by our clearing bank on the day they receive it. They will use their standard exchange rate for buying the relevant currency that applies on the day they receive the payment. You can find out this rate by calling us. They may make a charge for this service which we will pass on to you. We will tell you the full amount of the payment and any charges that applied.

We may at any time refuse to accept further deposits to your account or limit the amount that may be paid in without giving any reason.

### **Available funds and overdrawn accounts**

The available funds is the amount you can use to make payments out of your account each day. This will be the cleared credit balance that is available for you to use on your account. When working out your available funds we do not include any regular or other payments that we are aware may be paid into your account.

Where you do not have available funds to make a payment you will not be able to make that payment (and we will tell you we have declined your request). The charges that apply are set out in our account tariff.

The account may not be overdrawn, but if any debt arises on the account you will be responsible for repayment. You must repay all amounts owing to us on your account in full on our written demand together with any interest, charges or other applicable fees we may make. We will send any written demand by first-class post to the address you last notified to us. Any such demand will be treated as having been received by you 24 hours after posting.

You will pay interest on any overdrawn amounts. Please refer to the condition titled '**Interest**' and to our account tariff.

### Set off

If we owe you money on a savings or other account under this agreement or another agreement with us, and you have failed to pay us any amount you owe us on an overdraft, personal loan or any other credit agreement you have with us, we may use the money we owe you to reduce or repay the amount you owe us. This is called a right of 'set off'. We can use our set-off right without telling you in advance if we reasonably think you will do something to prevent us from obtaining repayment by set off. If you have told us that money you hold on an account in your name is not yours, but someone else's, we will not use the set-off rights we have under this agreement against

the money in that account.

We can use our set-off right where you have accounts which are only in your name as well as joint accounts.

If we are legally required to hold money in an account in your name for someone else, or pay it to someone else, then unless otherwise required by law we will only hold for, or pay to, that person what is left after we have used our set-off rights to repay what you owe us.

### Internet Banking Service

The service is available for use from within the UK only. If you use our Internet Banking Service outside the UK, you do so at your own risk, as it may constitute an offence in that country.

The service is for use with personal accounts only and not for business purposes or clubs and unincorporated associations.

We will take reasonable care to ensure the security of and prevent unauthorised access to our Internet Banking Service.

You must ensure your computer complies with the standards and requirements we tell you from time to time; carry out your own virus checks; follow the procedures and instructions in the user guidance that we give you from time to time; not attempt to change any software provided by us; not copy or allow any third party to use or copy any software provided by us without our consent; tell us as soon as you can if you become aware of any failure, delay, malfunction or error in the sending or receiving of instructions or any

	When the payment appears on your statement (transaction date)	When you start getting the benefit of any interest (effective date)	When you can use the money (availability date)
<b>Cheque</b>	No later than the day after we receive it	Two working days after we receive it	Four working days after we receive it
<b>CHAPS</b>	On the day we receive it	On the day we receive it	On the day we receive it
<b>BACS</b>	On the day we receive it	On the day we receive it	On the day we receive it
<b>Faster Payment</b>	On the day we receive it	On the day we receive it	On the day we receive it
<b>Bank GIRO</b>	On the day we receive it	Two working days after we receive it	Four working days after we receive it
<b>Internal transfers from other Wesleyan Bank accounts</b>	On the same day	On the same day	On the same day
<b>Transfers from Wesleyan Assurance Society</b>	On the day we receive it	On the day we receive it	On the day we receive it
<b>Direct Debit from an account</b>	On the day we request it	Three working days from us requesting it	Four working days from us requesting it

suspected fraud.

When you access the service you must make sure that you are using your own computer or one which you have been given permission to use for the specific purpose of accessing the service, and no one can see you do so, particularly if your computer is linked to a local area network.

You must always exit the service when leaving your computer unattended and must never let anyone else access the service with your customer security codes.

When you access the service you must ensure all the transactions and information you input are accurate. The records we maintain of any instructions you give us by computer will be final evidence of your instructions and of the time they are given except where there is an obvious mistake. You must not modify, delete or add to online data in any way.

We cannot guarantee the speed of the service or access to the service due to, for example, routine maintenance, or that the service will be free from interruption.

You must contact us immediately on the telephone number we give you if you become aware of an error or potential error in the service, or in any transaction resulting from any use of the service. You should check your statements and the date and time of the last use of the service on a regular basis.

You agree that, in the event that you have asked us not to send you information about our products and services, we may, nevertheless, advertise our products and services on the website through which you access the service.

### **Interest**

We will give you details of our current rates of interest in our Interest Rate guide or other additional conditions. You can also find out about them by contacting us on 0800 358 1122 and on our website.

We may change our interest rates from time to time. For details of how interest rates can be changed please see section 'Changes to these conditions and the additional conditions'.

We will calculate interest we pay or charge on a daily basis (unless we have told you otherwise).

The additional conditions will tell you when we pay interest on your account. We will pay interest by crediting your account. We pay compound interest once interest is credited to your account as it becomes part of the account balance and counts towards the amount we pay interest on.

Interest will be paid gross (without the deduction of tax).

Money paid into the account by cheque will start earning interest on the second working day after it is credited. In the case of other payments, interest will usually accrue from the working day on which we receive the funds. Please see section 'Payments into your account' for further details.

Money taken out of your account will stop earning interest from the day on which the withdrawal is processed by us.

### **Charges**

We can make charges, which may also be referred to as fees, for the services we make available to you. We set out details of our charges in our Account Tariff guide or other additional conditions. You can also find out about them by contacting us on 0800 358 1122 and on our website.

If you use a special service, we will tell you the charge.

We may take money out of your account to meet any charges that are due to us.

We may change the amounts we charge you from time to time. For details of how charges can be changed please see section 'Changes to these conditions and the additional conditions'.

We may choose for any valid reason not to make a charge which you would otherwise have to pay.

If we incur an expense as a result of anything we are entitled to do in connection with your account, you have to pay us our reasonable expenses. This includes the cost of getting back any money you owe us and any legal proceedings started by or against us in connection with your account.

### **Statements**

We will make a statement available each month there are any payments on the account and will provide you with a paper statement at least once a year. You can call us on 0800 358 1122 to ask us for a statement.

You can ask us to send a copy of a paper statement we have already provided but we may charge you for this service.

You must check your statement carefully and tell us as soon as possible if it includes something which appears to you to be wrong or not made in accordance with your instructions.

We will correct any entries we make by mistake to your account as soon as possible after you tell us

about them or we notice them.

We may put messages on your statements to tell you about changes to this agreement.

### **Ending this agreement, closing your account and ending a service**

You can close an account, stop receiving any service for which you applied separately or end this agreement completely by telling us. We may ask you to confirm this in writing. If you end this agreement, you will not be able to make further use of your accounts but we will not close them until you have returned any payment instrument we have given you and any unused cheques and you have repaid any money you owe us, including the amount of any cheques, or other payment orders you have made, which have not been taken out of your account.

Any benefit or services we provide in relation to particular accounts will end as soon as your account is closed.

When you close an account it is your responsibility to cancel any direct payments to or from your account. Where someone attempts to make a payment into an account which has been closed, we will take reasonable steps to return the payment to the sender.

If we decide to close an account, stop providing a service or end this agreement, we will give you at least two months' notice unless we can end the agreement immediately for any of the reasons set out below.

We may end this agreement, stop providing services and close your accounts immediately if we reasonably believe that you have seriously or persistently broken any terms of this agreement or any additional conditions including: giving us any false information at any time; using (or allowing someone else to use) the account illegally or for criminal activity; inappropriately authorising a person to give instructions on your account to operate it; behaving in a manner (for example, by abusing people who work for us) that makes it inappropriate for us to maintain your account; putting us in a position where we might break a law, regulation, code or other duty which applies to us if we maintain your account.

We may also end this agreement (and stop providing services and close your accounts) immediately if we reasonably believe that maintaining your account might expose us (or another Wesleyan Group company) to action or censure from any government, regulator or law enforcement agency.

We may take action immediately to close an account or stop providing a service, without terminating the agreement, if we discover, after opening it, that you are not eligible for that 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 there have been no payments into or out of your account for fifteen years (or other period specified by law) and we have not been able to find you after making reasonable attempts, we may transfer any money in the account to the 'reclaim fund' (which is a body set up to deal with unclaimed assets in dormant accounts). You will be entitled to reclaim any money transferred, and any interest payable from the reclaim fund, and if you ask us we can help you to do this.

In the event of your death, we may need to see a grant of probate, certificate of confirmation or grant of representation before releasing any money in your account to your personal representatives.

If you are a joint account holder and one of you dies, we can, but are not bound to, continue to act on the instructions of the remaining joint customers, including allowing them to withdraw any or all money from the account and provide instructions relating to any services or benefits of the account.

You may not transfer any obligations or rights, benefits or interests under this agreement or in your accounts (or income from them) or create any security over money in your accounts in favour of someone else unless we say you can in writing.

### **Using information about you**

We will store and process your information on our computers and in any other way. By 'your information' we mean personal and financial information we obtain from you or from third parties, such as joint account holders, credit reference agencies (who may search the Electoral Register), fraud prevention agencies or other organisations when you apply for an account or any other product or service or which you or they give to us at any other time or; learn from the way you use and manage your account(s), from the transactions you make such as the date, amount, currency and the name and type of supplier (e.g. supermarket services, medical services, retail services) and from the payments which are made to your account.

Wesleyan Bank Limited is part of the Wesleyan Group. The Wesleyan Group is a group of Companies

wholly owned by Wesleyan Assurance Society. In order to ensure that we and any other companies you deal with within the Wesleyan Group can provide you with a fully integrated service, we will need to disclose details about you and your accounts to other companies within the Wesleyan Group.

We may also need to disclose your information to other service providers or carefully selected third parties for these purposes. If you are a joint applicant, the Wesleyan may also disclose your information where necessary to other joint applicant(s).

We will use your information to open and administer your account and for other business purposes. This may include: to consider any applications made by you; helping us to make credit decisions about you and anyone to whom you are linked financially or other members of your household; to deal with your account(s) or run any other services we provide to you; to consider and implement business, product and technology developments; to undertake statistical analysis, financial risk assessment, money laundering checks, compliance and regulatory reporting, fraud prevention and debt tracing; to help us or our insurance underwriters to make decisions on insurance proposals and claims, such as life and other insurance proposals and insurance claims for you and anyone else linked to your insurance proposal or claim; to help us identify products and services which may be of interest to you (unless you have asked us not to).

By submitting information to us, you consent to our processing sensitive personal information about you where this is necessary or appropriate. 'Sensitive' personal data may include, for example, information relating to medical health or criminal convictions, which we may use for assessment and servicing purposes.

We and the group may use, analyse and assess your information to maintain and develop our relationships with you. We may link your information between your account(s) and other products and services you have with us or the group and with information about others with whom you have a financial link.

The information you provide will only be disclosed outside the Wesleyan Group and its associated subsidiaries in the following circumstances: for the purpose of fraud prevention or where there is a legal or regulatory obligation to do so; to carefully selected third parties for processing purposes, for example to our agents or subcontractors for operational reasons or to our affinity partners if you have an affinity product; to licensed credit reference agencies as set

out below; at your request or with your consent where you have provided your agreement.

We may disclose your information to licensed credit reference and/or fraud prevention agencies to help make financial or insurance proposals and claims decisions for you and anyone with whom you are linked financially or other members of your household – our enquiries or searches may be recorded – and credit reference agencies may supply us with financial information.

We may also disclose information to licensed credit reference agencies about how you conduct your account(s) and this information may be shared with other financial institutions to help make financial decisions about you and anyone with whom you are linked financially or other members of your household. If you borrow and do not repay in full and on time, we may tell credit reference agencies who will record the outstanding debt. We do not give information about savings accounts to credit reference agencies.

A link between joint applicants and/or any individual identified as your financial partner will be created at credit reference agencies, which will link your financial records. You and anyone else with whom you have a financial link understand that each other's information will be taken into account in all future applications by either or both of you. This linking will continue until one of you successfully files a disassociation at the credit reference agencies.

You have a right of access to your information held by credit reference agencies on payment of a fee. If you ask we will tell you the name and address of the credit reference agencies we may use.

You agree that your information may be transmitted to, from and/or through any country as a result of your use of your account(s) and any services which form part of your account(s) irrespective of the levels of data protection provided in any particular country and at your own risk. If we transfer your information to an agent or subcontractor who provides a service to us in another country outside the European Economic Area we will ensure they agree to treat your information with the same level of protection as us.

Each employee is personally responsible for maintaining customer confidentiality. We provide training and education to all our staff to remind them about their obligations. Whilst we take all reasonable precautions and security measures to protect your



personal data, we cannot be held responsible for and therefore exclude any liability for loss or misuse of personal data, which is intercepted or otherwise accessed by unauthorised persons.

We, other members of the Wesleyan Group and carefully selected third parties, may contact you by letter or telephone to inform you about other products and services that may interest you. We try to limit our customer contact programme to acceptable levels, but if you wish to exercise your right to opt out, simply inform us by any means convenient for you. Remember, however, that opting out will stop us contacting you about any of our products or services that could benefit you.

If you email us, or give us your email address, we will keep a record of it for administrative purposes. We will not use it or pass it to any unauthorised third parties for research and marketing purposes, unless you have provided specific consent for us to use it in this manner.

Under the terms of the Data Protection Act 1998 you have the right to obtain from us a copy of the information held about you, upon payment of an appropriate fee. If you see inaccurate data, please let us know so that it can be corrected.

## What we process and share with Fraud Prevention Agencies (FPAs)

Before we provide services, goods or financing to you, we undertake checks for the purposes of preventing fraud and money laundering and to verify your identity. These checks require us to process personal data about you.

### What we process and share

The personal data you have provided, we have collected from you, or we have received from third parties may include your:

- ▶ name
- ▶ date of birth
- ▶ residential address and address history
- ▶ contact details such as email address and telephone numbers
- ▶ financial information
- ▶ employment details
- ▶ identifiers assigned to your computer or other internet connected device including your Internet

Protocol (IP) address

- ▶ vehicle details

When we and fraud prevention agencies process your personal data, we do so on the basis that we have a legitimate interest in preventing fraud and money laundering, and to verify identity, in order to protect our business and to comply with laws that apply to us. Such processing is also a contractual requirement of the services or financing you have requested.

We, and fraud prevention agencies, may also enable law enforcement agencies to access and use your personal data to detect, investigate and prevent crime.

Fraud prevention agencies can hold your personal data for different periods of time, and if you are considered to pose a fraud or money laundering risk, your data can be held for up to six years.

### Automated decisions

As part of the processing of your personal data, decisions may be made by automated means. This means we may automatically decide that you pose a fraud or money laundering risk if:

- ▶ our processing reveals your behaviour to be consistent with that of known fraudsters or money launderers; or is inconsistent with your previous submissions; or
- ▶ you appear to have deliberately hidden your true identity

You have rights in relation to automated decision making: if you want to know more please contact us using the details above.

### Consequences of processing

If we, or a fraud prevention agency, determine that you pose a fraud or money laundering risk, we may refuse to provide the services and financing you have requested, or to employ you, or we may stop providing existing services to you.

A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services, financing or employment to you. If you have any questions about this, please contact us on the details above.

### Data transfers

Whenever fraud prevention agencies transfer your personal data outside of the European Economic Area, they impose contractual obligations on the recipients of that data to protect your personal data to the standard

required in the European Economic Area. They may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing.

### Your rights

Your personal data is protected by legal rights, which include your rights to:

- ▶ object to our processing of your personal data
- ▶ request that your personal data is erased or corrected
- ▶ request access to your personal data

For more information or to exercise your data protection rights, please contact us using the contact details above.

If you are unhappy about how your personal data has been used, please refer to our complaints policy which is available on our website at [www.wesleyanbank.co.uk](http://www.wesleyanbank.co.uk). You also have a right to complain to the Information Commissioner's Office [ico.org.uk](http://ico.org.uk), which regulates the processing of personal data.

### Money laundering

Like other financial organisations, we are legally obliged to collect and record information confirming customer identity and report details of suspicious transactions to National Crime Agency (NCA).

## Changes to these conditions and the additional conditions

We can change the conditions (including the additional conditions) applicable to your account as set out below.

We will not change a fixed rate on your account or any other condition, if we have agreed to fix it, for the time we have agreed to keep it fixed.

Rates on 'tracker accounts' change automatically. A 'tracker account' is an account where the interest rate tracks a 'reference rate'. This is a rate which is not set by us but is publicly available so that you can find out what it is and check it independently. The Bank of England base rate is an example of a reference interest rate. We will tell you in the additional terms and conditions covering a tracker account when we will apply the new rate after the reference rate has changed.

We can change interest rates on an account which does not track a reference interest rate ('managed rates') to respond proportionately to actual or reasonably expected changes in regulatory

requirements affecting us, or the costs of running our accounts, including changes in our funding costs (for example, changes to the Bank of England base rate).

We may also make changes to managed rates on your account, for a valid reason not stated in this condition. Where we do make a change for any valid reason we will do so in a reasonable and proportionate manner.

Such changes may be made without advance notice if the change is favourable to you. In these circumstances we will make the new rate available on our website and through telephone banking within three working days of the change. We will tell you about the change personally within thirty days.

We will give you at least 14 days' advance personal notice of other changes to a managed rate.

If we provide a new service or facility in connection with your account, we may introduce a new charge for providing you with that service or facility.

We may change our charges to respond proportionately to actual or reasonably expected changes in regulatory requirements affecting us, or the costs we incur in carrying out the activity for which the charge is or will be made. We may also change our charges for a valid reason not stated in this condition. Where we do make a change for any valid reason we will do so in a reasonable and proportionate manner.

We may upgrade your account or enhance the services we provide you if we reasonably consider this is to your advantage and there is no increased cost to you.

We may also change any of the other terms of this agreement for any of the following reasons: where we reasonably consider that the change would make the terms easier to understand or fairer to you; or the change would not be to your disadvantage; or to cover: the improvement of any service or facility we supply in connection with the account; the introduction of a new service or facility; the replacement of an existing service or facility with a new one; or the withdrawal of a service or facility which has become obsolete, or has ceased to be widely used, or has not been used by you at any time in the previous year; or to enable us to make reasonable changes to the way we look after your accounts as a result of changes in: the banking or financial system; technology; or the systems we use to run our banking business; or as a result of a regulatory requirement (or where we reasonably expect that there will be a change in a regulatory requirement).

As long as you are able to end the agreement without charge (or we agree to waive any charge that would otherwise apply), we may change any of the terms of this agreement for any valid reason not stated in this condition.

We will give you at least two months' personal notice of all changes, except the changes to interest rates which we can make without notice as set out above. When we tell you about a change we will tell you the date it comes into effect. As long as the notice of a change is given to you at the most recent address we have for you, you will be treated as accepting the change on that date unless, before then, you tell us that you want to terminate your agreement with us and not accept the change. We will not make any termination charge if you terminate your agreement in this case.

Some of the terms of this agreement reflect our understanding of regulatory requirements that will not have been published when this document is printed. If we find that any term is inconsistent with a regulatory requirement which is published after this document is printed, we will not rely on that term but will treat it as if it did reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practicable. We will update our terms and conditions to reflect the new regulatory requirement when they are next reprinted.

## Our liability

We will ensure that any person to whom we delegate any of the functions or responsibilities under these Terms and Conditions is competent to carry out those functions and responsibilities.

If we cannot provide any of our services or facilities to you, or there is a delay in acting on your instructions, because of an event or circumstance beyond our reasonable control (for example, equipment, software or communication failure or a power cut or a delay in the supply of services to us by a third party), we will not be liable to you for any loss or expense which you may suffer as a consequence.

Nothing in this agreement will exclude or limit any liability we have as a result of acting fraudulently or with extreme carelessness or any duty or liability we may have to you under applicable law or any liability that cannot lawfully be excluded.

## Complaints

We undertake to provide the highest standard of service, whilst acting responsibly at all times. If, however, in the unlikely event that you do have a complaint regarding the service we provide on your account, please telephone our Customer Helpline on 0800 358 1122. A leaflet detailing how we deal with complaints is available on request. Where possible we will resolve the issue on the same day.

Alternatively, you can write to us addressing your letter to: Complaints, Wesleyan Bank Ltd, PO Box 3420, Colmore Circus, Birmingham B4 6AE.

Complaints in writing will be acknowledged within five working days of receipt. You will receive a letter within four weeks either resolving your complaint or explaining the progress made. If you believe the response to your problem is unsatisfactory, you may write to the Banking Manager, Wesleyan Bank Ltd at the above address.

If you are still not satisfied with our response, you may wish to take your complaint to the Financial Ombudsman Service. In order to contact the Financial Ombudsman Service, you should write to them at: Exchange Tower, London, E14 9SR, telephone them on 0800 023 4567 or 0300 123 9123, by email to [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) or look at their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Alternatively you can submit your complaint via the Online Disputes Resolution at [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr) who will forward your complaint onto the Financial Ombudsman Service. The Financial Ombudsman Service is an organisation set up by law to give consumers a free and independent service for resolving disputes with financial firms. Details of those who are eligible complainants can be obtained from the Financial Ombudsman Service.

### **Financial Services Compensation Scheme**

Wesleyan Bank Ltd is covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our financial obligations to you, you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). Further information can be found in the Financial Services Compensation Scheme Information Sheet and Exclusions List.



# WESLEYAN BANK

## CASH ISA APPLICATION FORM

You can apply through your Financial Consultant or by completing the application form and posting it to us in the pre-paid envelope provided along with 'confirmation of your identity' as detailed overleaf.

If you would like someone to talk you through the application, or you simply require more information, please call 0800 358 1122.

**Please note if you subscribe to a Wesleyan Bank Cash ISA you will not be able to subscribe to another Cash ISA during the same tax year.**

Please complete using BLOCK CAPITALS or ticking the appropriate boxes and send your cheque and identification (if applicable) to Freepost WESLEYAN BANK LTD.

All applicants must read and sign 'Cash ISA application and declaration' and the Direct Debit Mandate (if applicable).

### PERSONAL DETAILS

PLEASE USE BLOCK CAPITALS

Mr/Mrs/Miss/Ms/Other  Surname

First name(s)

Permanent Residential Address (in full)

Postcode

Home tel no.  Daytime tel no.

Email address

Please tick the box if you wish to be contacted by email about products, special offers or discounts.

Date of birth         Mother's maiden name

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

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

Please enter your nationality

If you have other nationalities or citizenships please enter full details below (for example, United States citizen)

### TAX DETAILS

Town/City of birth

Country of birth

Tax regulations require us to collect information about each customer's tax arrangements including where they may be outside of the UK.

Please list all countries in which you are resident for tax purposes. For each country listed, you must provide the related Tax Reference Number(s) / Tax Identification Number(s).

Country/Countries of tax residency (for example United Kingdom or United States)	Tax Reference Number (for example UK National Insurance Number or United States Tax Identification Number)	This country does not use Tax Identification Numbers (please tick)
United Kingdom		

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## EMPLOYMENT DETAILS

PLEASE USE BLOCK CAPITALS

Occupation

Employer's name

Employer's address

Postcode

Work tel no. (inc. STD code)

Please note that, as part of the Government's money laundering requirements, we may need to contact your employer's personnel department to confirm your identity. Please indicate below whether or not you are willing to give your consent for this.

I give my consent for you to contact my employers: Yes  No

## INITIAL DEPOSIT AMOUNT

£  The cheque should be included with your application form, made payable to yourself and drawn from your personal bank account.

I apply to subscribe to a Cash ISA for the tax year     /     and each subsequent tax year in which I subscribe to the account in accordance with the Terms and Conditions.

## WITHDRAWALS

You can use our free Internet Banking Service. Or, if you'd prefer, you can speak to one of our personal bankers, who are available 8am to 6pm Monday to Friday. Please indicate below which service(s) you require.

Telephone Banking Service

If you would like to utilise our Telephone Banking Service please tick the box above. Please note that we will require a piece of memorable data (which we prefer you to take as your mother's maiden name), to be completed within this application. You will be asked to choose a password and we will agree other information which will be used to check your identity whenever you telephone us. This will be done when your application has been approved. For security, calls are monitored and may be recorded.

Internet Banking Service

If you would like to utilise our Internet Banking Service please tick the box above. Please note that we will require an email address and a piece of memorable data (which we prefer you to take as your mother's maiden name), to be completed within this application. You will need internet access to log on to this service.

Withdrawals via our Telephone and Internet Banking services will be made directly into your nominated bank account by BACS. Please use the bank details below as my nominated bank account for withdrawals by BACS. The account nominated must be in your name or be a joint account with your name(s).

### Bank branch details

Sort code    Account no.

Account name

Reference no. for building society accounts

## CONFIRMING YOUR IDENTITY (POSTAL/ONLINE APPLICATIONS)

### We are required by law to confirm your identity before opening a new account

If you have previously purchased a product from Wesleyan Financial Services or Wesleyan Bank, which is still in existence, please quote the relevant policy or account number below. We will then assess whether additional identity checks need to take place.

#### Applicant

Existing account number/life or pension policy

To comply with Money Laundering Regulations and to help protect against identity fraud, we are required to verify your identity and postal address. To do this we will check your identity electronically using a credit reference agency (e.g. Experian) who will check the details you supply against those held on their databases. This includes information from the Electoral Register and fraud prevention agencies. A record of this search will be kept that may be used to help other companies to verify your identity. We may also pass information to financial and other organisations involved in fraud prevention to protect ourselves and our customers from theft and fraud. If you give us false or inaccurate information and we suspect fraud, we will record this and share this information with other organisations. By applying for this account you are agreeing that we may carry out this search.

Please note proof of identity is required for both joint applicants. Verifying your identity does not have an effect on your credit record.

We may also ask you to provide further identification before we can open your account. If we do, we will write to you and explain exactly what you'll need to send us.

The personal information we collect from you will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found in our document entitled 'Wesleyan Bank General terms and conditions' which is available on our website at [www.wesleyanbank.co.uk](http://www.wesleyanbank.co.uk).

## DATA PROTECTION NOTICE

### Using your personal information

Your personal information is very important to us. Wesleyan Bank Limited will use your information for the provision of products and services, crime prevention, quality monitoring and improvement, risk management, administration and research and analysis. We may share your information within the Wesleyan Group of Companies, with carefully selected third parties and agents as well as any joint applicants for some or all of these purposes. We do not sell your information to third parties but you give your consent for us to process it outside the European Economic Area. Where you provide us with sensitive personal information, such as relating to your health, you consent to us processing that information where it is necessary and/or appropriate. Where you have provided information about another person you confirm that you have their authority.

If you would like to find out more about how we protect your information, how we use your personal data or if you would like a copy of the information we hold about you please visit [www.wesleyan.co.uk/](http://www.wesleyan.co.uk/). Our website will also give you details of how to make a complaint or what to do if you believe the information we hold about you is incorrect.

Wesleyan Bank Limited and the Wesleyan Group of Companies would like to contact you with information about products, services and special offers from us as well as for market research. If you do not want to be contacted for these purposes please advise us and we will amend our records. We do not sell your information to third parties. For information about this please visit [www.wesleyan.co.uk/](http://www.wesleyan.co.uk/).

If you **don't** want to receive this information tick the box:

Post  Phone  Email

To opt out of receiving marketing communications from us you can contact us free on 0800 358 1122 or visit [www.wesleyan.co.uk/](http://www.wesleyan.co.uk/).

## CASH ISA APPLICATION AND DECLARATION

For your own benefit and protection you should read the full terms and conditions carefully before signing this application form below. If you do not understand any aspect of the terms and conditions please ask for further information before proceeding.

- ▶ I apply to Wesleyan Bank for an account to be opened in my name.
- ▶ I am over 16 years of age.
- ▶ I declare that all subscriptions made, and to be made, belong to me.
- ▶ I confirm that I have read this form carefully and that the information in it about me is accurate. I confirm that I will be liable to compensate you for any loss that you may suffer as a result of any inaccuracy in this information.
- ▶ I have not subscribed and will not subscribe more than the overall subscription limit in total to any combination of permitted ISAs in the same tax year.
- ▶ I have not subscribed and will not subscribe to a Cash ISA in the same 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 Wesleyan Bank Ltd if I cease to be so resident or to perform such duties or be married to, or in civil partnership with, a person who performs such duties.
- ▶ I have been given adequate opportunity to read and understand, and agree to be bound by, the Wesleyan Bank General Terms and Conditions and any Specific Terms and Conditions relating to any account which I have applied for or may apply to open. I understand that you have the right to alter any Terms and Conditions.
- ▶ I declare that I am not an undischarged bankrupt or insolvent.
- ▶ I have read and agree to the Data Protection Notice and Wesleyan Bank's Privacy Policy which set out how my information will be used. I understand that I must write to Wesleyan Bank at Freepost WESLEYAN BANK LTD if I do not wish Wesleyan Bank or other members of the Wesleyan Group to tell me about other products or services.
- ▶ I agree that the Wesleyan Bank may search the files of a credit reference agency which will keep a record of that search.
- ▶ I hereby declare that the sum shown on the application form (as initial deposit amount) is being deposited with the Wesleyan Bank by me as sole beneficial owner and will not be used as security for a loan.
- ▶ I agree that if my application to open an account with the Wesleyan Bank is accepted, I will only use my account for personal use.
- ▶ I understand that calls may be recorded or monitored for quality control, training or fraud purposes.
- ▶ I accept you have the right to decline my application without giving an explanation.

I authorise Wesleyan Bank Ltd:

- ▶ To hold my cash subscription and any interest earned on those subscriptions;
- ▶ To make, on my behalf, any claims to relief from tax in respect of ISA investments.

## FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

To progress your application you are required to confirm receipt of the Financial Services Compensation Scheme Information Sheet and Exclusions List. We recommend that you retain the copy received for your records. Please tick the box.

I acknowledge receipt of the Financial Services Compensation Scheme Information Sheet and Exclusions List.

Signature \_\_\_\_\_ Date \_\_\_\_\_

# ACCOUNT APPLICATION

To be completed by Financial Consultant

Applicant

Is this an existing client whose identity has already been verified?

Yes  Existing Wesleyan Bank account number / CDS Party No.

No  Original Identity Verification Certificate attached / CDS Party No.

Financial Consultant signature \_\_\_\_\_ Date \_\_\_\_\_

Name

RAT number

To be completed by Wesleyan Bank staff only

Account number

Opened by

RAT number for direct sale

Authorised by

Date \_\_\_\_\_



# WESLEYAN BANK



## WESLEYAN BANK LTD

Please fill in the whole form, including official use box, using a ballpoint pen and send it to:  
Wesleyan Bank Ltd, PO Box 3420, Colmore Circus,

Birmingham B4 6AE

Name(s) of Account Holder(s)

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Bank/Building Society account number

--	--	--	--	--	--	--	--	--	--

Branch Sort Code

--	--	--	--	--	--

Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

Reference Number

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Banks and Building Societies may not accept Direct Debit instructions for some types of account.

## Instruction to your Bank or Building Society to pay by Direct Debit

Originator's Identification Number

8	3	7	0	4	5
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<p><b>FOR WESLEYAN BANK LTD</b> <b>OFFICIAL USE ONLY</b> This is not part of the instruction to your Bank or Building Society</p>
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This is not part of the instruction to your Bank or Building Society.

Instruction to your Bank or Building Society

Please pay Wesleyan Bank Ltd Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee.

I understand that this instruction may remain with Wesleyan Bank Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)
Date

This guarantee should be detached and retained by the Payer

### THE DIRECT DEBIT GUARANTEE



- ▶ This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- ▶ If there are any changes to the amount, date or frequency of your Direct Debit, Wesleyan Bank Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Wesleyan Bank Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- ▶ If an error is made in the payment of your Direct Debit by Wesleyan Bank Ltd or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society
- ▶ If you receive a refund you are not entitled to, you must pay it back when Wesleyan Bank Ltd asks you to
- ▶ You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us





# WESLEYAN

*we are all about you*

## Being a mutual is the bedrock of what Wesleyan does.

It is integral to how we think about our business and the way we look after our members, customers and our communities.

We believe mutuality has many advantages. It allows us to put our members and customers at the heart of all we do - rather than shareholders and the need to maximise short term profit - meaning we are able to focus on what's right for those who invest in our business. Not just for today, but for the long term.

For over 175 years our mutual status has served us well, and we have no doubt it will continue to do so for many years to come.

The Wesleyan Group of companies provides advice and solutions on a wide range of products and services to meet both the personal and business needs of our customers.

### For you



Savings



Mortgages



Investments



Insurance



Retirement  
planning



Personal  
loans



Life & income  
protection

### or your business



Finance &  
funding



Equipment  
insurance



Premises  
insurance



Personal  
protection



Staff  
protection

For more information about the Wesleyan Group of companies, visit [wesleyan.co.uk/legal-disclaimer](https://www.wesleyan.co.uk/legal-disclaimer)

If you would like this document in Braille, large print or audio format, please contact **0345 351 2352**.

0345 351 2352



wesleyan.co.uk



social

