



## Data Protection Act 1998

### IMPORTANT - USE OF YOUR INFORMATION

Any information you provide, including information you give us in the future, may be held on record by the Society. The record may be held as a computer record. The Society may use this information for purposes of customer administration, research and statistical analysis, and for fraud prevention for the benefit of the Society and its customers.

### Marketing of other Products and Services

We would like to tell you about our financial products, services, promotions, offers, events and competitions such as mortgages, savings, personal loans and insurances which may be of interest to you, and to introduce you to or pass your contact details and details of the types of products we have provided you with to our associated companies in the Tipton & Coseley Group ("the Group") and to other organisations for them to use in the same way.

We would like to be able to contact you by telephone (including mobile), fax, post, or email using the contact details which you provide in this form, or which you provide or we obtain in our dealings with you. Some of these contact methods may involve you being automatically selected to receive a pre-recorded message, or may involve a SMS/text on your mobile phone.

You can choose whether to be contacted for marketing purposes, so if you do not wish this, please indicate your preferences by ticking the relevant boxes in the declaration section of this form. If you decide not to tick the box now, but later decide that you wish us to stop this use, you can at any time ask us to do so by writing to us at Tipton & Coseley Building Society, 70 Owen Street, Tipton, West Midlands, DY4 8HG. You can also contact us here if you would like a list of companies within the Tipton & Coseley Group.

### Credit Reference Agencies for verification of identity

We may make searches about you at credit reference agencies who will supply us with information, including information from the Electoral Register, for the purpose of verifying your identity. The agencies will record details of the search, whether or not this application proceeds. The searches will not be seen or used by lenders to assess your ability to obtain credit. Credit searches and other information which is provided to us and/or the credit reference agencies about you and those with whom you are linked financially may be used by the Society and other companies if you, or other members of your household, apply for other facilities including insurance applications and claims. This information may also be used for debt tracing and the prevention of money laundering as well as the management of your account. Alternatively, we may also ask you to provide physical forms of identification.

### Fraud Prevention Agencies

To prevent or detect fraud, or to assist in verifying your identity, we may make searches of records held by other companies within our Group and at fraud prevention agencies who will supply us with information. We also pass information to government departments and to financial and other organisations involved in fraud prevention to protect ourselves and our customers from theft or fraud. If you give us false or inaccurate information and we suspect fraud, we will record this. We, and other companies, may use this information if decisions are made about you or others at your address on credit or credit related services or motor, household, credit, life or any other insurance facilities. It may also be used for tracing and claims assessment.

### Joint Applications

An "association" between any joint applicants and/or any individual identified as a 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.

Under current Data Protection legislation, you have the right to ask us to send you a copy of your records (on payment of an administration fee) and the right to change any of your information that is incorrect. You also have the right of access to your personal records held by credit and fraud agencies. We will supply their names and addresses upon request.

### Agreement to Assign Windfalls to Charity

Words printed in italics in this section of the application form are explained in the notes at the end.

- Paragraphs 2 to 6, below, will apply to me unless I am an *exempt customer* at the time when the *account is opened*.
- I agree with the Society that, if the right to any *windfall benefits* is granted to me after the *account is opened*, I will assign those *windfall benefits* to the *selected charity*.
- I authorise the Society and the *successor* to pass any *windfall benefits* direct to the *selected charity* (or to any other charity which the *selected charity* may nominate to receive those benefits), without notice to me.
- I understand that:
  - the Society has promised to transfer to the *selected charity* the benefit of the agreement which I have given under paragraph 2, above;
  - neither the Society nor the *selected charity* will release me from that agreement; and
  - any power of the Society to change the terms of its contract with me will not apply to any of the terms set out in this section of the application form.
- I authorise the Society to give the *selected charity* any information about me or any account which I have with the Society (now or in the future) - but only if the *selected charity* reasonably needs it regarding the agreement I have given under paragraph 2, above.
- I understand that the Society will require anyone who *opens* a share account (who is not then an *exempt customer*) to agree to assign to charity the right to any *windfall benefits* to which that person may become entitled. The terms of the agreement will be decided by the Society and may be different from the *current terms*. This paragraph will no longer apply if the Society publishes a *termination notice*.

### Notes

These notes apply to paragraphs 1 to 6, above:

- The '*account*' is the share account which you are applying to *open* by completing this form.
- The '*current terms*' means terms which are the same as, or similar to, the terms set out in paragraphs 2 to 5, above.
- You are an '*exempt customer*' when you *open* the *account* if:
  - you have held shares in the Society on, and at all times since, 31 October 1999; or
  - you belong to one of the groups of other people who, in the Society's opinion, do not need to be asked to agree to the *current terms*. A list of these groups is available from the Society at any time. The Society may alter the number and composition of the groups from time to time, but no alteration will apply retrospectively.
- A '*fixed-term scheme notice*' means a notice in the press publicising a decision by the Society that, though it will require new shareholding members to enter into agreements as described in paragraph 6 above, the member's agreement will only require him or her to assign any *windfall benefits* to charity if an event relating to a transfer of the Society's business to a *successor* occurs during a fixed term specified in the agreement.
- A person '*opens*' an account either by opening a new account or by having an existing account transferred into his or her name (whether as sole or joint holder).
- A '*public announcement*' is a public announcement by the Society of a proposal to transfer its business to a *successor*.
- The '*selected charity*' means Tipton & Coseley Building Society Charitable Foundation or, if it is at any time no longer a registered charity, any other charity or charities selected by it to receive assignments of *windfall benefits*.
- The '*successor*' is any company or other corporate body to which the Society transfers its business under Section 97 of the Building Societies Act 1986 (or under any provision which amends or replaces it).
- A '*termination notice*' means a notice in the press publicising a decision by the Society that it will no longer require new shareholding members to enter into agreements as described in paragraph 6, above.
- A '*windfall benefit*' is a benefit which a person has the right to receive as a shareholding member of the Society, under the terms of any future transfer of the Society's business to a *successor* (i.e., on a conversion or take-over), other than:
  - the replacement of savings in a share account with the Society with savings in a deposit account with the *successor*; or
  - any benefit conferred under the terms of a transfer which is the subject of a *public announcement* made more than five years after the Society has published a *termination notice* or a *fixed term-scheme notice*; or
  - any benefit which the Society has decided may be kept by a person who has a number of accounts and was an *exempt customer* when *opening* one or more (but not all) of them. A list setting out the conditions which determine whether, and to what extent, such a person may keep a benefit is available from the Society at any time. These conditions may be altered by the Society from time to time, but no alteration will apply retrospectively.
- Where more than one of you is signing this form, paragraph 1 and (if applicable) paragraphs 2 to 6, above, apply to each of you separately.
- If the Society no longer exists following a merger with another building society, paragraphs 2 to 6, above, will still apply between you and the other society.

In order to comply with money laundering regulations and to protect our customers from fraud, we are required by law to confirm the identity and address of every applicant. We are able to access credit reference agency databases to check that the details you have supplied us with are correct. This will show as a search of the database but not as a credit score, so will not affect your credit rating. In the majority of cases, this will enable us to open your account without the need for any paper-based identification. We will advise you if we require further proof of identification, these requirements will depend upon how and where you are opening your account.

Accounts opened in person at our branches require one item from each of the two lists below. Accounts opened by post require two items from each list. Photocopies of passports and driving licences are acceptable provided they are certified by a UK lawyer, banker, authorised financial intermediary, accountant, teacher, doctor, minister of religion, postmaster or sub-postmaster. This person must be capable of being contacted if necessary and therefore contact details must be provided. In addition, certified documents should be dated and signed 'original seen' and photographic evidence should be certified as providing a good likeness. Please note that for customers under the age of 18 we will not make searches against credit reference agency databases and you will be required to supply paper-based proof of identification.

### Evidence of identity:

- A current signed passport
- A current photocard driving licence (full or provisional)
- A national identity card
- An identity card issued by the Electoral Office of Northern Ireland
- A valid old style UK driving licence
- Recent evidence of entitlement to a state or local authority funded benefit (including housing benefit and council tax benefit), tax credit, pension, educational or other grant
- Confirmation of verification of identity introduced by and FSA regulated firm
- A firearms certificate or shotgun licence

### Evidence of address:

- A current photocard driving licence (full or provisional) if not used as evidence of identity
- A firearms certificate or shotgun licence if not used as evidence of identity
- An identity card issued by the Electoral Office of Northern Ireland if not used as evidence of identity
- Valid old style UK driving licence if not used as evidence of identity
- Recent evidence of entitlement to a state or local authority funded benefit (including housing benefit and council tax benefit), tax credit, pension, educational or other grant if not used as evidence of identity
- Instrument of a court appointment (such as liquidator, or grant of probate)
- Current council tax demand letter, or statement
- Current bank/building society statement or passbook by a regulated financial sector firm in the UK, EU or comparable jurisdiction (but NOT ones printed from the internet)
- Current credit card statement issued by a regulated financial sector firm in the UK, EU or comparable jurisdiction (but NOT ones printed from the internet)
- Utility bill (recording the company that issued the bill and date of issue) (but NOT ones printed from the internet)
- Confirmation of verification of identity introduced by and FSA regulated firm
- Household or motor insurance certificate that is not more than 12 months old
- Vehicle licence reminder
- TV licence (pre-printed or renewal/reminder letter)
- Inland Revenue PAYE coding notice (P2) - current year or Inland Revenue Statement of Account - current tax year

### Alternative evidence of identity for under 20s:

- A birth certificate
- A NHS medical card
- Child Benefit documentation
- Child Tax Credit documentation
- A National Insurance card (for those aged 16 and over)

### Alternative evidence of address for under 20s:

- A birth certificate if not used as evidence of identity
- A NHS medical card if not used as evidence of identity
- Child benefit documentation if not used as evidence of identity
- Child Tax Credit documentation if not used as evidence of identity
- A current signed passport if not used as evidence of identity
- A National Insurance card (for those aged 16 and over) if not used as evidence of identity