

Tipton branch

0121 557 2551

70 Owen Street, Tipton, DY4 8HG

Coseley branch

01902 883173

Castle Street, Coseley, WV14 9DW

Bilston branch

01902 403853

73 Church Street, Bilston, WV14 0BJ

Sedgley branch

01902 882469

6 Bull Ring, Sedgley, DY3 1RX

Codsall branch

01902 968877

3 The Square, Wolverhampton Road, Codsall

WV8 1PT

www.thetipton.co.uk



# Cash ISA Special Terms & Conditions



# Cash ISA - Special Terms and Conditions

When you open a Cash ISA account with us you will receive a copy of our Savings Terms and Conditions, your specific product Account Summary together with these Special Terms and Conditions. These form the legal agreement we have with you. It is important you take the time to read and understand them carefully.

If we talk about the "agreement" or the "terms and conditions" in this document, we mean the information we describe above. Our right to change the "terms and conditions" will apply to any of this information. You can ask for a copy of it at any time.

If there is any inconsistency between the Terms and Conditions for Savings Accounts and these Special Terms and Conditions, the Special Terms and Conditions will apply.

In the case of any conflict between these terms and conditions and the HM Revenue & Customs (HMRC) ISA regulations, these terms must then be read in a way which means that they comply with the regulations.

The agreement is between the account holder (who we may refer to as "you" or "account holder" in the agreement) and us, Tipton & Coseley Building Society, 70 Owen Street, Tipton, West Midlands, DY4 8HG (who we may refer to as "us", "our", "we" or "Tipton").

Tipton & Coseley Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 159601. You can confirm our registration on the FCA's website fca.org.uk.

The agreement, the operation of the account and any discussions we've had with you about entering into the agreement, will be governed by English Law and the language we use in the agreement and our communications will be English. If you want to bring a claim against us in the courts, the courts of England and Wales will be able to deal with any questions relating to the agreement.

### Is this account right for you?

- 1. A cash ISA is a savings account designed to allow you to earn tax-free interest on your money each year up to the maximum amount of your annual ISA allowance. This account is not therefore intended for making day-to-day transactions. If you want an account to use for day-to-day transactions, please contact us, as this is unlikely to be the right account for you.
- 2. This account is for your personal use only and you must not use this account for any business purposes.

### Earning interest on your money

- 3. Our Terms and Conditions for Savings Accounts set out how we will calculate interest on your account.
- 4. Interest earned on ISAs is tax-free as long as the statutory conditions of the scheme are not breached.
- 5. Tax treatment depends on your individual circumstances and may be subject to change in the future
- 6. Tax assumptions are based on current legislation. The favourable tax treatment may not be maintained as it is the Government that is responsible for the tax treatment.

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### Joint accounts

7. A cash ISA can only be opened in your own name. Joint accounts are not allowed.

# **Operating your cash ISA**

- 8. You can only pay into an ISA the maximum amount in any tax year which is set by HM Revenue & Customs (HMRC). You can find out what the annual ISA allowance is and any other information about cash ISAs, by visiting us in branch or on our website thetipton.co.uk or HMRC's website hmrc.gov.uk.
- 9. There are four different types of ISA: a cash ISA, a stocks and shares ISA, an innovative finance ISA and a Lifetime ISA. You can only pay money into one of each type of ISA in any tax year, unless paying into more than one of each type of ISA is permitted by the HMRC ISA regulations.
- 10. Subject to any limits or rules imposed by HMRC, you can put all your annual ISA allowance into one of our cash ISA products.
- 11. You are responsible for the management of your ISA subscriptions each tax year in line with HMRC rules.
- 12. Your account will cease to be a Cash ISA if you are declared bankrupt.

# Moving money in and out of your account

- 13. The Account Summary will provide you with the details of ways you can manage your cash ISA with us and pay in and withdraw money.
- 14. Our Terms and Conditions for Savings Accounts set out how we will manage funds paid into your account or withdrawals you request.
- 15. You can obtain information about payments into and out of your account by viewing your passbook or via our mobile app (if you've registered or opened the account using our mobile app) or by contacting us.
- 16. Our cash ISAs may also have restrictions on the withdrawal or depositing of money in your cash ISA. These will be set out in the Account Summary.
- 17. Any charges or other amounts withdrawn from your account by us or by other parties (such as under court orders) cannot be replaced without counting towards your annual ISA allowance.
- 18. If the HMRC ISA regulations provide that a payment into your account is invalid or cannot be made, we may reject the payment and return the money.

## Transferring sums between ISA products held with other ISA managers

19. You can transfer your cash ISA from us to another ISA provider or transfer a cash ISA you hold with another ISA provider to us. The Account Summary will provide details of any specific restrictions on transferring money into a cash ISA with us.

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- 20. If you wish to transfer all or part of the money held in a cash ISA with another ISA provider to a cash ISA with us, subject to clause 19, you can give us the transfer instruction and we will send it to the other ISA provider confirming that we will accept the transfer, within five working days of receiving your instruction.
- 21. We will pay your money into your cash ISA within three working days of receipt of the money and accompanying information. We will also backdate the interest to the transfer date detailed on your ISA transfer history form which we will obtain from your current ISA manager.
- 22. If you wish to transfer all or part of the money held in your cash ISA with us to another ISA provider we will send the money and accompanying information to the new ISA manager within five working days of us receiving a transfer instruction from the new ISA manager, subject to any notice period or other restriction on transferring money.

### **Closing your account**

- 23. Unless there is a specific restriction on your cash ISA as set out in the Account Summary, if you open an account and then change your mind, you can tell us you want to close it within 14 days from the date we opened your account or you received a copy of the account terms and conditions if this was later. Further details are set out in our Terms and Conditions for Savings Accounts.
- 24. If your cash ISA becomes void or you become ineligible to make any further payments into the account as a result of a failure to satisfy the HMRC ISA regulations we will either:
  - Convert all or part of the account (e.g. any invalid payments in and any interest) to one of our easy access savings accounts, without prior notice. Interest would then be paid at the rate for the new account and the terms and conditions applicable to that account will apply; or
  - Close the account. Any tax due on interest paid will be debited to the account.
- 25. We will notify you within 30 days of taking either of these actions.
- 26. If you die, no more money can be paid into your account. Your cash ISA will not close, and your tax exemption will continue during the administration of your estate for the period specified in the HMRC ISA regulations up to a maximum period of three years from the date of your death. Interest will continue to accrue tax-free during this period provided it remains in the cash ISA where it accrues. At the end of the period specified in the HMRC ISA regulations, the capital value of your cash ISA and the accrued tax-free interest is payable to your personal representatives without loss of interest.

# Transferring your account and delegating our responsibilities

- 27. If we delegate any of our functions or responsibilities under this agreement to someone else, we will satisfy ourselves that the person or organisation we delegate to will be competent to carry out those functions and responsibilities.
- 28. The cash ISA will be and must remain in, your beneficial ownership (except on death, when your account will be held by your personal representatives) and must not be used as security for a loan. You can't transfer any of your rights and obligations in relation to your account, or your account itself, to another person.

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