

SHARE ACCOUNT No.



Child Trust Fund

# Earl Shilton

**BUILDING SOCIETY**

YOUR MUTUAL FRIEND

22 The Hollow, Earl Shilton,  
Leicester LE9 7NB  
Telephone: (01455) 844422  
www.esbs.co.uk

## Transfer Application Form

This is a transfer application form for a Non-Stakeholder Cash Savings Child Trust Fund. Please complete this form **in full** in BLOCK Capitals, then return your completed form to Earl Shilton Building Society. If you would like any help with this form, please contact the Society.

### Childs Details

Title <input type="text"/>	Surname <input type="text"/>	Address <input type="text"/>
Forenames <input type="text"/>		<input type="text"/>
Date of Birth <input type="text"/> / <input type="text"/> / <input type="text"/>		Town <input type="text"/>
Sex Male <input type="checkbox"/> Female <input type="checkbox"/>		County <input type="text"/>
Nationality <input type="text"/>		Postcode <input type="text"/>
Child Trust Fund Unique Reference Number (if known) <input type="text"/>		<input type="text"/>

### Registered Contact Details

Title <input type="text"/>	Surname <input type="text"/>	Address <input type="text"/>
Forenames <input type="text"/>		(If different from above)
Date of Birth <input type="text"/> / <input type="text"/> / <input type="text"/>		Town <input type="text"/>
National Insurance Number <input type="text"/>		County <input type="text"/>
Daytime tel no. <input type="text"/>		Postcode <input type="text"/>
Evening tel no. <input type="text"/>		Nationality <input type="text"/>
Completing your phone number will minimise delays if we have any queries.		E-mail <input type="text"/>
If existing account holder please tick box <input type="checkbox"/>		Relationship to named child <input type="text"/>

### Transfer Details

I apply to transfer a Child Trust Fund for the above named child.

Current Child Trust Fund Provider

Company Address

### Important Information

#### Identification Requirements

The Society will require full identification from the child prior to their 18th birthday to allow them access to their savings. The Registered Contact is required to provide identification detailed in the Society's Information section of the Terms and Conditions for Retail Savings Accounts booklet, before the account can be opened.

*Important information continued overleaf...*

FOR OFFICE USE ONLY

DATE ACCOUNT OPENED

#### IDENTIFICATION

	Personal Verification	Address Verification	Postal Check	Cashier's Signature(s)	Date
Registered Contact	<input type="checkbox"/>				
Child	<input type="checkbox"/>				

Information pack issued

Passbook Serial No.

Customer Number 1

Customer Number 2

## Important Information . . . continued

### 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 unless the period between my *account* being *opened* and the *conversion announcement date* is more than 5 years (or, if applicable the *shorter period*).
- I 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 terms in paragraphs 1 to 5, above. This paragraph will no longer apply if the Society publishes a notice in the press of a decision by the Society that it will no longer require new shareholding members to enter into such agreements.

**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 "*conversion announcement date*" means the date on which the Society makes a public announcement of a proposal to transfer its business to a *successor*.
- 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 have already entered into an agreement with the Society binding you to the *current terms*; 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 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).
- The "*selected charity*" means the Charities Aid Foundation or, if it is at any time no longer a registered charity, any other charity or charities selected by it to receive assignments of *windfall benefits*.
- A "*shorter period*" is applicable if, when the Society *opens* your *account*, you belong to one of the groups of people who, in the Society's opinion, do not need to be asked to agree to the usual 5 year period. A list of these groups, stating the periods applicable to them, is available from the Society at any time. The Society may alter the number and composition of the groups and the periods applicable to them from time to time, but no alteration will apply retrospectively.
- 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 "*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 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.

## Your Information - Data Protection



The information we hold about you is confidential and may be held on paper and computer files. The information will be used to process and maintain the account or service that you have requested. The information will only be disclosed at your request or with your consent; to investigate or prevent fraud; if the law permits it; or if it is in the public's interest. You have the right under the Data Protection Act 1998 to access the information that we hold about you by applying in writing to our Head Office, 22, The Hollow, Earl Shilton, Leicester LE9 7NB. A fee will be charged for this.

**For your own benefit and protection you should read carefully the information and Terms and Conditions contained in this application form, including the declaration below, before signing this form. If you do not understand any point please ask for further information.**

## Declaration

I declare that

- I am 16 years of age or over
- I have parental responsibility for the child
- I will be or am the registered contact for the Child Trust Fund

I authorise Earl Shilton Building Society

- To hold the Child's HM Revenue & Customs Contributions, subscriptions, Child Trust Fund Investments, interest, dividends and any other rights or proceeds in respect of those investments and cash, and
- To make on the child's behalf any claims to relief from tax in respect to Child Trust Fund Investments.
- To use the information held about me and the child in the manner specified above headed 'Your information Data Protection.'
- Opening this share account confers the child's membership of the Earl Shilton Building Society and I acknowledge that the child's membership rights are included in the Society's Rules.
- I consent to you searching a credit reference agency for the purpose of money laundering and fraud prevention. I understand that a record of the search will be held, whether or not the application is processed.
- I consent that the information held about me and the child may be passed to the Society's regulators and the Financial Ombudsman Service for compliance purposes.
- From time to time the Society may wish to inform you of other services or products. Please leave the boxes blank if you are happy to receive details, otherwise indicate by clearly marking the relevant boxes if you DO NOT wish to receive such information. By Post  By Phone  By Email**
- I have received and agree to the Terms and Conditions for Earl Shilton Building Society Retail Savings Accounts and Agreement to assign windfalls to charity and agree to open a Child Trust Fund in accordance with such Terms and Conditions and Agreement

I declare that this transfer application form has been completed to the best of my knowledge. I agree to the Key Facts and Terms and Conditions leaflet relating to the Child Trust Fund and agree to inform Earl Shilton Building Society in writing immediately of any changes in my circumstances.

Signed:

Date:



Protected



as individual as you

## **Deposit Guarantee Scheme Information Sheet**

Basic Information about the Protection of your Eligible Deposits	
Eligible deposits in Earl Shilton Building Society are protected by:	The Financial Services Compensation Scheme (FSCS). <sup>1</sup>
Limit of protection:	£85,000 per depositor, per bank/building society/credit union. <sup>2</sup>
If you have more eligible deposits at the same bank/building society/credit union:	All your eligible deposits at the same bank/building society/credit union are "aggregated" and the total is subject to the limit of £85,000. <sup>2</sup>
If you have a joint account with other person(s):	The limit of £85,000 applies to each depositor separately. <sup>3</sup>
Reimbursement period in case of bank/building society/credit union's failure:	15 working days. <sup>4</sup>
Currency of reimbursement:	Pounds Sterling (GBP £)
To Contact Earl Shilton Building Society for enquiries relating to your account:	Savings Team Earl Shilton Building Society 22 The Hollow Earl Shilton Leicester LE9 7NB Tel: 01455 844422 Email: <a href="mailto:enquire@esbs.co.uk">enquire@esbs.co.uk</a>
To Contact the FSCS for further information on compensation:	Financial Services Compensation Scheme 10 <sup>th</sup> Floor Beaufort House 15 St Botolph Street London EC3A 7QU Tel: 0800 678 1100 or 020 7741 4100 Email: <a href="mailto:ICT@fscs.org.uk">ICT@fscs.org.uk</a>
More information:	<a href="http://www.fscs.org.uk">http://www.fscs.org.uk</a>

### **Additional Information**

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

Your eligible deposit is covered by a statutory Deposit Guarantee Scheme. If insolvency of your bank, building society or credit union should occur, your eligible deposits would be repaid up to £85,000 by the Deposit Guarantee Scheme.

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

If a covered deposit is unavailable because a bank, building society or credit union is unable to meet its financial obligations, depositors are repaid by a Deposit Guarantee Scheme. This repayment covers at maximum £85,000 per bank, building society or credit union. This means that all eligible deposits at the same bank, building society or credit union are added up in order to determine the coverage level. If, for instance a depositor holds a savings account with £80,000 and a current account with £20,000, he or she will only be repaid £85,000.

In some cases eligible deposits which are categorised as "temporary high balances" are protected above £85,000 for six months after the amount has been credited or from the moment when such eligible deposits become legally transferable. These are eligible deposits connected with certain events including:

- Certain transactions relating to the depositor's current or prospective only or main residence or dwelling;
- A death, or the depositor's marriage or civil partnership, divorce, retirement, dismissal, redundancy or invalidity;
- The payment to the depositor of insurance benefits or compensation for criminal injuries or wrongful conviction.

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

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

In the case of joint accounts, the limit of £85,000 applies to each depositor.

However, eligible deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of £85,000.

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

The responsible Deposit Guarantee Scheme is the Financial Services Compensation Scheme, 10<sup>th</sup> Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU, Tel: 0800 678 1100 or 020 7741 4100, Email: ICT@fscs.org.uk. It will repay your eligible deposits (up to £85,000) within 15 working days from 1 January 2019 until 31 December 2020; within 10 working days from 1 January 2021 to 31 December 2023; and within 7 working days from 1 January 2024 onwards, save where specific exceptions apply.

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

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

### Other important information

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

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## **Exclusions**

A deposit is excluded from protection if:

- 1) The holder and any beneficial owner of the deposit have never been identified in accordance with money laundering requirements. For further information, contact your bank, building society or credit union.
- 2) The deposit arises out of transactions in connection with which there has been a criminal conviction for money laundering.
- 3) It is a deposit made by a depositor which is one of the following:
  - Credit institution
  - Financial institution
  - Investment firm
  - Insurance undertaking
  - Reinsurance undertaking
  - Collective investment undertaking
  - Pension or retirement fund<sup>1</sup>
  - Public authority, other than a small local authority.

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

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

<sup>1</sup>Deposits by personal pension schemes, stakeholder pension schemes and occupational pension schemes of micro, small and medium sized enterprises are not excluded

<sup>2</sup>Listed in Section C of Annex 1 of Directive 2014/65/EU

<sup>3</sup>Under the Companies Act 1985 or Companies Act 2006

For further information about exclusions, refer to the FSCS website at [www.FSCS.org.uk](http://www.FSCS.org.uk)