

# Cash ISA Terms and Conditions

## 1. Terms and Conditions

- 1.1 These Terms and Conditions explain our obligations to you, the investor and your obligations to us, the provider when you hold a Cash ISA Account with us.
- 1.2 These terms are in addition to any other conditions implied or included by law, such as your statutory rights as a consumer, even if they do not appear in the conditions.
- 1.3 These should be read in conjunction with HM Revenue and Customs (HMRC) Rules.

## 2. Qualification

- 2.1 A Cash ISA may be held by any member aged 16 or over.
- 2.2 The investor must be resident in the United Kingdom for tax purposes or if not so resident, either perform duties, which by virtue of Section 132(4)(a) of the Income and Corporation Taxes Act 1988 (Crown employees serving overseas) are treated as being performed in the United Kingdom, or be married to a person who performs such duties.
- 2.3 Cash ISA's are not currently open to new investors.
- 2.4 Cash ISA investments will be and must remain in the beneficial ownership of the investor and must not be used as security for a loan.
- 2.5 The Cash ISA must be held in the individual's sole name. Joint accounts are not allowed.
- 2.6 A minimum balance of £1 is required to keep your Cash ISA active
- 2.7 The investor must be, and must remain a member of Glasgow Credit Union if they hold a Cash ISA.
- 2.8 A member's collective savings balance is not permitted to exceed the FSCS limits in operation at the time.

## 3. Subscriptions

- 3.1 Annual subscriptions limits, whilst defined by HMRC, are further restricted by Glasgow Credit Union's maximum deposit limits are as follows:
- 3.2 A maximum lump sum(s) deposit of £10,000 in any credit union financial year. (Our financial year runs from 1st October to 30th September)
- 3.3 A regular monthly contribution of a maximum of £1,000
- 3.4 In subscribing to a Cash ISA you agree to waive any difference between the ISA subscription limit and the credit union's own limitations set out in 3.2, 3.3 and
- 3.5 Subscriptions only count toward the subscription limits for the tax year in which they are received by us.
- 3.6 Where an investor does not subscribe to the maximum in any tax year, the balance cannot be made up in any other tax year.
- 3.7 Withdrawals have no effect on the subscription limits. Once the limit has been reached for the tax year, investors may make no further subscriptions, regardless of withdrawals.
- 3.8 The investor must not subscribe to another Cash ISA in the same tax year but may invest any difference (resulting from 3.5) into a Stocks and Shares ISA, subject to annual subscription limits.

## 4. Closure

- 4.1 The investor may close a Cash ISA at any time upon request.
- 4.2 Cash ISA's are closed without penalty.
- 4.3 Any monies due will be exempt from UK income tax and applied to the balance of the Cash ISA.

# Cash ISA Terms and Conditions

## continued...

The full balance of the Cash ISA Account will then be withdrawn and allocated to a nominated bank account.

4.4 Closing a Cash ISA will not prevent the investor opening another Cash ISA.

4.5 Where the account is opened by cheque we cannot return the funds until 7 working days have passed (excluding days of receipt and withdrawal).

### 5. Cancellation

5.1 The investor may cancel the Cash ISA within 14 days of opening without penalty. No dividend shall be due if the ISA is cancelled.

### 6. Deposit Methods

6.1 Funds can be deposited into the Cash ISA through Payroll / Direct Debit deduction, BACS, Debit Card Payment, cheque, postal order or transfer from another credit union savings account.

6.2 Cash deposits are not permitted.

6.3 Cheque deposits cannot be withdrawn until the cheque has cleared (a minimum of 7 working days)

6.4 Deposits may be subject to Money Laundering Verification.

### 7. Dividend

7.1 The rates of dividend are variable and may be changed at any time. Rates are published on our website at [www.glasgowcu.com](http://www.glasgowcu.com).

7.2 Dividend is calculated daily starting from the day your investment is received, up to and including the day before withdrawal or closure of the Account.

7.3 Dividend is paid gross annually after the financial tax year by adding any monies due to your existing Cash ISA balance and is exempt from UK Income Tax providing the Cash ISA terms have been fully met.

7.4 The tax year runs from 6th April to 5th April the following year.

### 8. Withdrawals

8.1 Withdrawals can be made without penalty and can be made by BACS, faster payment or Cheque.

### 9. Transfers

9.1 Glasgow Credit Union does not accept Cash ISA transfers in from other providers.

9.2 We will only transact full transfers out to other ISA providers, no partial transfers out will be permitted.

9.3 On the instructions of the investor and within the time stipulated by the investor, an ISA, with all rights and obligations, shall be transferred to another ISA manager in accordance with the ISA Regulations relating to transfers

### 10. Statements

10.1 Statements will be sent annually in April each year following the payment of your dividend. The Cash ISA account will also be available to view online.

# Cash ISA Terms and Conditions

## continued...

### **11. Variations**

- 11.1 Whenever we make a change to Cash ISA Account Terms and Conditions under this Condition, we will always notify you in writing and via our secure member's area of the website at [www.glasgowcu.com](http://www.glasgowcu.com).
- 11.2 Glasgow Credit Union may change, remove or add to your Account Terms and Conditions, at any time for one or more of the following reasons:
- 11.3 To take account of any changes in general industry practice;
- 11.4 To take account of any changes in the law or codes of practice;
- 11.5 To take account of the requirements or recommendations of the Regulators or any other body;
- 11.6 To take account of any change or expected change in the service or services we provide;
- 11.7 To take account of any new or improved services or facilities which we may provide;
- 11.8 To take account of any ruling by a court or similar body;
- 11.9 To make them more favourable to the investor;
- 11.10 To correct any errors that may be discovered.

### **12. Law and language applicable to these terms**

- 12.1 We will always communicate in English.
- 12.2 The contract that is formed when the Cash ISA is opened shall be in English; it will be governed by Scottish Law and will be subject to the exclusive jurisdiction of the courts of Scotland.

### **13. General**

- 13.1 Glasgow Credit Union reserves the right to repay all or part of your investment at any time, without giving any reason. This is subject to at least 45 days' notice in writing, under normal circumstances.
- 13.2 We do not have to recognise the interest or claim of any person other than the investor (or Attorney) in respect of money held in the Cash ISA, nor will we be liable in any way for failing to recognise such interest or claim, except as required by law.
- 13.3 If we inadvertently fail to send you a communication or display a notice at 95 Morrison Street, Glasgow or our website at [www.glasgowcu.com](http://www.glasgowcu.com), this will not make the notice invalid.
- 13.4 In the event of the death of the investor, gross dividend will be paid up to and including that date. Thereafter, dividend will be subject to tax.
- 13.5 Glasgow Credit Union must notify the investor if, by reason of any failure to satisfy the ISA Regulations, a Cash ISA has or will, become void.

### **14. Your Personal Information**

- 14.1 Glasgow Credit Union may process and retain personal data relating to you, the investor whilst carrying out our duties under these Terms and Conditions.
- 14.2 We are bound by the Data Protection Act as to what we may do with an investor's data, and upon a payment of a £10 fee the investor is entitled to a copy of the information held about them.
- 14.3 All information will be treated in strictest confidence; however, we are obliged by law to return information on ISA holders to HM Revenue and Customs.

# Cash ISA Terms and Conditions

## continued...

### **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a credit union is unable to meet its financial obligations. Most depositors – including most individuals and small businesses – are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all the eligible depositor's accounts with the credit union, including their share of any joint account, and not to each separate account.

For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call 0800 678 1100 or 0207 741 4100.

### **Complaints**

We understand that there may be times when something goes wrong, so if you have a problem, we want to know. Get in touch with us by telephone on 0141 274 9933, or by post to: Member Services Department, Glasgow, Credit Union, 95 Morrison Street, Glasgow, G5 8BE. We endeavour to settle your complaint but should you be unsatisfied with the outcome you can contact the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR, Tel: 0800 0 234 567 or Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

Glasgow Credit Union is Authorised by the Prudential Regulation Authority and Regulated by the Financial Conduct Authority and Prudential Regulation Authority. Our FRN is 213558