

Investment handbook

Information correct at date of publication January 2012.

Dunfermline Building Society is a trading division of Nationwide Building Society which is authorised and regulated by the Financial Services Authority under registration number 106078. Credit facilities other than regulated mortgages are not regulated by the Financial Services Authority. Head Office: Nationwide House, Pipers Way, Swindon, Wiltshire SN38 1NW.

www.dunfermline.com

Dunfermline Building Society, Caledonia House,
Carnegie Avenue, Dunfermline KY11 8PJ.
Telephone 01383 627727.

DU16/01/12 FP0079 V6 01/2012

Our Savings Promises

- PROMISE 1** We will not offer 'brand new customer only' savings products.
- PROMISE 2** We will reward existing savers with exclusive savings accounts.¹
- PROMISE 3** We guarantee our Fixed Rate ISA rates will match or beat our equivalent Bond rates – so you get the most of your ISA tax relief.
- PROMISE 4** When you transfer a Cash ISA to us you will start earning interest as soon as we receive your application.²
- PROMISE 5** We offer a Rate Guarantee when you reinvest in a Fixed Rate Bond or Fixed Rate ISA – if our rate changes between the day you apply and the day of reinvestment, we guarantee you the better rate.
- PROMISE 6** We will contact you³ every year detailing our range of savings accounts, so you know about new accounts we have launched. We will send you an annual savings statement showing the rate you are receiving, and we will always have our latest rates available at dunfermline.com
- PROMISE 7** We will help you choose our best savings accounts for you. You can ask us at any time for a free Savings Review to see if you can get more from your savings.



(1) Product eligibility criteria will apply.

(2) Provided that your funds are free to move and not subject to any notice period.

(3) Only for customers who are 18 or over with a savings balance of £500+. These are our Savings Promises which will form part of your savings account terms and conditions. These Savings Promises ONLY apply to those accounts opened with Dunfermline Building Society.

Contents

■ Introduction	5
■ Important Information: Our Charitable Assignment Scheme	6
■ How your account works	7
■ Identity	7
■ Identity check	7
■ Identification for existing Dunfermline customers	8
■ Power of attorney	8
■ Your personal details	8
■ If your personal details change	8
■ Cooling-off period	9
■ Cooling-off period for ISAs	9
■ Making payments	9
■ Cash and Automated Payments	9
■ Direct Debits and Standing Orders	11
■ Cheques	11
■ Withdrawals	12
■ Failures	13
■ Cheques we issue for you	13
■ Interest	14
■ Fixed and variable rates	14
■ How we work out interest	14
■ Paying interest	15
■ Tax	15
■ Death	16
■ Overdrafts	17
■ Withdrawals from cash machines	17
■ Charges	18
■ Membership of the Society	18
■ Joint accounts	19
■ How the account is run	19
■ Disagreements	19
■ Divorce or separation	20
■ Death	20
■ Accounts that need both signatures	20
■ Accounts that are run on an 'either or survivor' basis	20
■ Membership of the Society	21
■ Tax on the interest paid on an account	21
■ Children's accounts	21
■ Opening an account	21
■ Tax	22

■ Membership of the Society	22
■ Death	22
■ Changing your conditions	22
■ Changes to a Payment Service	23
■ Communication	24
■ Marketing material	25
■ Communicating with you	25
■ Communicating with us	25
■ Closing your account	26
■ When you may close your account	26
■ When we will close your account	27
■ Dormant, inactive and lost accounts, and unclaimed balances	27
■ Account documents	28
■ Can you take money from my account without me agreeing to it?	29
■ Notices	29
■ Protecting your accounts	29
■ Secure and reliable banking and payment systems	29
■ Keeping us up to date	29
■ Checking your account	30
■ Taking care	30
■ Confidentiality	30
■ Data Protection Act	31
■ Credit reference agencies	31
■ Phone calls	31
■ Bankers' references	31
■ Liability for losses	31
■ Residence	32
■ Governing law and language	32
■ Important information about compensation arrangements	32
■ Complaints procedure	33
■ Financial Ombudsman Service	34
■ Financial services	34
■ Where to contact us	35

Large print, Braille or audio tape

You can get information, in large print, in Braille or on audio tape. Please contact your local branch or call Dunfermline Direct on **08457 33 66 88** to change your contact preferences (see details on page 35).

Introduction

Dunfermline Building Society is a trading division of Nationwide Building Society. Whenever we use 'Dunfermline Building Society', 'Dunfermline Direct', 'us', 'we', 'our' or similar phrases this means Nationwide Building Society in the Investment Handbook.

We are committed to giving the highest level of service and products to our customers.

This booklet sets out the general conditions which apply to our investment accounts. You should read it with our product leaflets, which tell you which conditions apply to a particular product.

From time to time we may publish 'Savings Promises'. These will be clearly promoted as such and entitled 'Our Savings Promises'. These promises are incorporated into and form part of these general conditions.

We have also included some general information about how we work to help you understand our relationship with you and your rights.

Details of specific investment products are not included in this booklet as we have separate leaflets for all our products which explain their particular features. You can get these leaflets from any of our branches or Dunfermline Direct (see page 33 for details). We will also give you details of our interest rates if you ask us.

As well as giving you written information, our staff are always happy to answer your questions and explain any matter relating to your account or any of our products.

We have a network of branches and also have a direct phone service (Dunfermline Direct).

As part of our commitment to providing the highest levels of service, we want to know what you think about us. If you have any comments on this booklet, the terms of a particular product or a general comment or suggestion on any matter, please write to us at Caledonia House, Carnegie Avenue, Dunfermline KY11 8PJ.

Important Information: Our Charitable Assignment Scheme

Since 3 November 1997, customers who have become members of Nationwide on opening a current account, savings account or mortgage account have (with certain exceptions) been required to sign up to our charitable assignment scheme.

Unless you have been a member of the Society continuously from 2 November 1997 or fall into a special group to which the scheme does not apply, you will become legally bound by our charitable assignment scheme when your account is opened. Under the scheme:

- You will become a member of Nationwide Foundation if you are not a member already. The Foundation is a registered charity and is a focus for our charitable giving.
- You agree with us and with the Foundation to assign to the Foundation your rights to any windfall benefits you might otherwise have received in the unlikely event that we transfer our business to a company.

The terms binding you to the scheme are set out in detail on each of our application forms.

How your account works

Our individual product leaflets will tell you about the particular features of each of our investment accounts. You can get these leaflets from your local branch or from Dunfermline Direct on 08457 33 66 88 (see 'Phone calls' on page 28). Our staff will be pleased to help you choose an appropriate account or answer any questions which you may have.

Once you have decided which type of account you would like to open, all you have to do is fill in the relevant form. Once again, our staff will be pleased to help you with this.

You should remember that when you open a joint account, only the account holder who is named first can vote at meetings.

The account must not be used for business purposes.

We may discontinue or stop offering the product to new customers without telling you.

Identity

When you open an account with us, we may ask you to provide information or documents to confirm your identity and address. This may happen whether you are applying to be a new customer with us or if you have been a customer for some time. We ask for this information to follow anti money-laundering regulations and to help stop criminals using financial products or services to launder money. Our main aim is to do everything we can to tackle financial crime and protect our customers from fraud.

The regulations also help protect you from criminals who might otherwise falsely use your name or address (or both) without your knowledge.

Identity check

Under regulations for prevention of financial crime and money laundering, we have a responsibility to verify the identity of each applicant before opening a new account. To do this, we may use an electronic verification system. In completing an application document you are agreeing to be electronically identified. The information you give us when you apply is checked against records held by credit reference agencies. Such searches are not seen by lenders or used to assess your ability to obtain credit. The agencies will keep a record of the search on your file, whether your application proceeds or not. Electronic identification is a safe and accurate way of confirming your identity and usually avoids the need for you to supply us with any paper documents.

However, if we cannot verify your identity and address by this method (for example if you are not listed on the electoral roll or you have recently moved house) we will ask you to provide paper documentation instead. The evidence you give us helps to stop anyone else from falsely using your details to open an account. The type of documents we accept are common to most people. However, if you are not able to provide a standard document, there are other documents we might be able to accept. Please contact your local branch or Dunfermline Direct, who will be happy to tell you what documents are suitable.

If you cannot provide satisfactory proof of your identity and address, we are unable to open an account for you.

Identification for existing Dunfermline customers

If you are an existing customer, in addition to the above you will also need to tell us the number of your existing account with us.

Power of attorney

It is possible to operate accounts by Power of Attorney.

Please contact your local branch or Dunfermline Direct who will tell you what documents are required.

An account application form and a separate Power of Attorney application form (available from us) must be completed in all cases.

Your personal details

As part of our security checks, we will also ask you for the following information.

- Your nationality
- Your date of birth
- Your occupation
- Where the money for your account has come from
- What your account is for

If your personal details change

If any of your personal details change (such as your name, address or telephone number), you must write and tell us as soon as possible. If you have changed your name, we will need to see documents to confirm this. If you change address, but have been a member for less than three months, we may also need proof of your new address. Please ask us for more details.

If you want to change your nominated account you must write and give us the details of the new nominated account – bank/building society name, address, sort code and personal account number. You must also send us a bank statement from your new bank or building society account that shows your name and the account number.

Cooling-off period

Occasionally, you may change your mind after you have opened an account. The cooling-off period is the 14 days from the day you open your account (not including public holidays). You may close your account by visiting your local branch or writing to Customer Service Operations at the address shown at the end of this booklet, within this 14 day period.

If you close your account within the cooling-off period, we will pay you the interest due at the current rate from the day you open your account, but not on the day that you close it. During the cooling-off period, we will ignore any notice period normally needed and you will not have to pay any penalty interest. If your original deposit was by cheque, we will not action a request to transfer or close the account until your cheque has cleared through the banking system. If you do not exercise your rights during the cooling-off period all product terms and conditions, and those set out in this booklet, will apply. The cooling-off period does not apply to fixed-rate accounts.

Cooling-off period for ISAs

If you have a cash Individual Savings Account (ISA), the cooling-off period will still apply. If you close your ISA within the cooling-off period, you can open another cash ISA in the same tax year (although this will depend on your overall subscriptions into Cash and Stocks and Shares ISAs). If you close your ISA after the end of the cooling-off period, you cannot open another cash ISA until the following tax year. If you do not exercise your rights during the cooling-off period all product terms and conditions, and those set out in this booklet, will apply.

The cooling-off period is the 14 days from the day you open your account (not including public holidays). You may close your account by visiting your local branch or writing to Customer Service Operations at the address shown at the end of this booklet, within this 14 day period.

If you close your account in the cooling-off period you will not be liable for any charges nor will you have to give any more notice if you choose to do this. Gross interest will be paid from the day you open your account, but not on the day that you close your account.

Making payments

All payments into the account must be in sterling.

Cash and Automated Payments

- (a) Before we can act on your instructions to make payments or withdrawals, we will require your consent and may require proof of identification. How we obtain your consent may include, the use of signature, passwords, cards, card readers, PINs or encryption device(s) and card verification.
- (b) When making payments, the following information is required from you about the company or person you are paying:
 - (i) For automated payments as detailed in the table below, and CHAPS payments, the sort code, account number and, if applicable, reference. In addition, for CHAPS payments you must give us the bank's name and address.

For transactions at a cash machine using your card, you will usually be asked to enter your PIN. If you give us the wrong account details for a payment as detailed in (b) above, we will try to recover the funds for you if you ask us to, but we may charge you for doing so. Please see our leaflet 'Investment Tariff' for the charges that apply to coin deposits. Cash and automated credits deposited into the account will earn interest from the date of deposit.

The following table details when payments can be made, when they are received and how they can be cancelled.

Payment Type	When we can accept your payment instructions	When payments usually arrive	How to cancel your instruction
AUTOMATED PAYMENTS			
Internal transfers to Dunfermline accounts.	During opening hours at a branch or using Dunfermline Direct*.	Immediately.	You cannot normally cancel a payment after we have accepted your instruction.
Electronic transfer (including Standing Orders)	During opening hours at a branch or using Dunfermline Direct. If we receive your instruction after 15:30pm it will be processed the following working day. Payments are made on Head Office working days only. Payments due to be made on a weekend or Bank Holiday will be sent on the next working day.	Payments normally arrives by the end of the next working day following your request.	You cannot cancel a payment after we have accepted your instruction. For Standing Orders, you can cancel the payment on the working day before it is due to leave your account.
CHAPS Payments.	During opening hours at a branch. For same day payments we must receive your instruction by 2.00pm on a working day.	Payment normally arrives on the same working day.	You cannot normally cancel a payment after we have accepted your instruction.
Direct Debits.	Payments are made on Head Office working days only. Payments due to be made on a weekend or Bank Holiday will be sent on the next working day.	Payment normally arrives within three working days.	You can cancel the payment on the working day before it is due to leave your account. For Direct Debits, you must also contact the company or person you are paying should you wish to cancel the payment.

In some circumstances we may choose to send your electronic transfer via CHAPS. If we do decide to send your payment via CHAPS, you will not be charged for this transaction.

Payments (CHAPS, electronic transfers, Standing Orders or Direct Debits) from your account will only be made if there are enough cleared funds available in your account. *Please Note Dunfermline Direct can only transfer between Direct accounts.

Direct Debits and Standing Orders

You cannot normally transfer money from your account by setting up a Standing Order (with the exception of nursing home fees) or Direct Debit. However, we will continue to process any existing Standing Orders or Direct Debits you have on your account.

Different payments require cleared funds to be in your account at different times. Details of when you will need cleared funds in your account to meet a particular payment are available from your local branch.

Direct Debits on your account may become dormant if they are not claimed for a period of time. Dormancy periods vary and are set by the organisation you are paying by Direct Debit. If the Direct Debit has not been claimed for the dormancy period, usually 13 months, we may remove the Direct Debit record from your account unless the company or person you are paying has requested otherwise.

Cheques

In line with the Cheques Act 1992, you can only pay cheques which are crossed 'account payee only' into an account that is the same name as the payee. You can pay cheques that are made payable to Dunfermline Building Society into any account, but you must also write the name of the account holder on the cheque for example, Dunfermline Building Society – B Brown.

If you pay a cheque into your account, you cannot withdraw this money for five full working days. For example, if you pay a cheque into your account on a Monday, the earliest you will be able to withdraw the money is the start of business on the following Monday. This period does not include weekends, even though our branches open on Saturdays. Please also allow another day if this period includes a bank holiday.

Timescales for cheques to clear – when you pay them into a savings account.

Monday	Monday	Following Monday
Cheque is paid into an account.	Interest is earned on the cheque from the day it is paid into the account.	You can withdraw money from the account.

This applies when you open your account and at any time after that.

The reason you cannot withdraw the money is that we have to wait for it to be processed through the banking system to make sure that the cheque will be paid. This is known as 'waiting for the cheque to clear'. During the five full-working days you have to wait, the money is 'uncleared'. You can withdraw the money when the cheque has cleared. Of course, if you have other money in your account which has cleared or was paid in cash, you can withdraw all or part of this while your cheque is clearing. The product leaflet for the type of account you have will tell you whether you have to keep a certain amount in your account at all times and, if so, how much. This amount will not include any cheque that has not cleared.

During the time your cheque is clearing, we will work out the interest on your account on the total of the savings in your account, including your cheque.

If the cheque you have paid into your account ‘bounces’ (the bank of the person who gave you the cheque does not pay it), we will take the amount of the cheque from the savings in your account and return the cheque to you. If we are told about an unpaid cheque after the money has cleared, we will contact you and ask your permission before the money is withdrawn from your account.

You can then make new arrangements with the person who gave you the cheque. We will charge you to cover our administration costs. The amount of this is shown in our leaflet ‘Investment Tariff’. We will also reduce the amount of the interest your savings have earned by the amount of the interest the cheque had earned while it was clearing.

We will also change your interest (but we won’t charge you for this) if the cheque is returned to us without being paid for some other reason. This might be because the person who gave you the cheque has told their bank not to pay the cheque or because the cheque is out of date.

In line with accepted banking practice, we do not allow you to pay a cheque into your account if the cheque is more than six months old. These are often called ‘stale’ cheques. If we do not notice a stale cheque when you pay it into your account, the bank of the person who gave you the cheque will probably notice and return the cheque to us.

Withdrawals

You may withdraw money from your account in cash, by cheque, and, depending on the terms and conditions of the account you have, through an automated telling machine (ATM) or by bank transfer. You cannot normally transfer money from your account by setting up a standing order (with the exception of nursing home fees) or direct debit. However, we will continue to process any existing standing orders or direct debits you have on your account. If you have an account that you can use over the phone, we will use direct debits to transfer money from your nominated account.

The amount you can withdraw from your account at any one time depends on the type of account you have. The product leaflet for that type of account will tell you what the amount is.

You can withdraw up to £250 a day in cash at any of our branches (except for accounts that you use over the phone). We will give you a cheque for larger amounts. We will do our best to provide cash for larger withdrawals if you give us a few days’ notice. All cheques we issue for larger withdrawals are crossed ‘account payee only’ to protect our investors. This is an added protection for you as this makes it more difficult for anyone other than the payee to cash the cheque. We may also ask to see some form of identification before we carry out a withdrawal so that we can be sure that the account holder is withdrawing the money. For telephone operated accounts, requests for larger withdrawals need to be in writing.

For some types of account, you may have to give us a period of notice before you can make a withdrawal or there may be a limit on the number of withdrawals you can make. Our product leaflets will tell you if any of these conditions apply to your account. They will also tell you about any loss of interest you may have to pay if you do not give us notice or make more withdrawals than you are allowed to.

If you have to give us notice before you make a withdrawal, you must make the withdrawal within 10 working days of the end of the period of notice. If you do not, you will have to give another period of notice before you can make the withdrawal or you will lose interest for withdrawing your savings without giving us notice.

We will debit the account with all payments and withdrawals authorised by you together with any charges in accordance with our published charges.

We may refuse to carry out any transaction on the account that you might request if

- we reasonably believe that you did not give us the instruction; or
- we reasonably suspect fraudulent activity; or
- your instructions are unclear or incomplete; or
- we might act contrary to a law, regulation, code or other duty which applies to us; or
- it would cause you to exceed any limit or restriction which applies to the account (such as a daily cash withdrawal limit from cash machines).

Where we have refused to carry out your transaction we will notify you within one working day either verbally, by letter or by showing the refused transaction as a credit and debit of the same amount on your statement or passbook, which will be made available to you at a branch or at our cash machines.

We will not notify you if we believe that doing so would compromise security or would otherwise be unlawful. Information about the refusal and, if possible, our reasons for the refusal along with information on how to correct any factual errors that led to the refusal can be obtained by contacting us.

Failures

We are not responsible for failure of any machine, data processing system, transmission link, or any industrial dispute or circumstances beyond our control which obstructs or disrupts the provision of services to you.

Cheques we issue for you

We do not issue a personal cheque book for any of our accounts. However, your branch can give you one of our cheques if you ask. We do not charge for this service. We will make this cheque payable to whoever you want unless the product leaflet says otherwise. As explained in the section called ‘Withdrawals’, the cheque will be crossed ‘account payee only’.

We will take the amount of the cheque from your account when we issue the cheque, rather than when our own bank pays the cheque.

As a general rule, once we have issued a cheque for you, you cannot tell us that we should not pay it. This is often known as ‘stopping’ a cheque. We will not stop a cheque which is payable to someone else unless the cheque has been lost or stolen or we suspect fraud.

It is rare for a building society to stop a cheque. However, as it can happen in certain circumstances, you should not regard a building society cheque as being ‘as good as cash’.

If we issue a cheque for you and the payee does not cash it within six months, we will usually try to contact you so that you can make new arrangements.

Interest

Fixed and variable rates

The product leaflets for each type of account will tell you whether the interest rate which applies to the account is a fixed or variable rate or has an escalating rate.

An escalating rate means that the rate of interest we pay on your account will regularly increase during the life of your account. The amount of the rate increase and the dates these increases will take place on will depend on what account you have. You can get details in the product leaflets.

- A fixed rate means that the interest rate we pay on your account will not change during the period set out in the product leaflet for your account.
- A variable rate means that the interest rate we pay on your account may change – it may go down as well as up – during the life of your account.

We may change the interest rate if we reasonably believe that the change is needed, now or in the future:

- to reflect general market conditions (including interest rates and the terms other building societies, banks or anyone else providing financial services offer similar accounts under);
- so that we can compete more effectively with other building societies, banks and anyone else providing financial services;
- because our costs have increased or are expected to do so;
- to maintain our financial strength for the benefit of all our customers; or
- to take account of changes in the law, decisions of an ombudsman, regulator or similar person, or any code of practice we follow.

We can also change the interest rate for any other valid reason if we reasonably believe that a change is appropriate. Were we to do this, we will give you not less than 30 days personal notice of interest-rate changes if you have a Scotgold account or if your account is a Dunfermline Direct account.

Once a year, we write to voting members to advise when a summary of our variable account interest rate information for the previous year is available. This 'Interest Rates' document will be available on our website and will include a schedule of other accounts on offer, rates which have been applied during the year, and any changes in the Bank of England base rate. Copies of these documents are also available on request from our branches.

Our leaflet 'Interest Rates' and product leaflets show the interest rates we pay on the different types of accounts we currently offer. You can get a copy of these leaflets at any time if you ask at any of our branches. Current interest rates are also published on our website dunfermline.com and are available 24 hours a day by phoning 0845 603 1209.

How we work out interest

Whether you open your account with cash or a cheque, we will work out interest from the day we receive your money. Special rules may apply to certain types of accounts and will be shown in product leaflets.

We will not pay you interest on the day that you close your account.

During the life of your account, we work out the interest your savings have earned every day. This means 1/365 during normal years and 1/366 during leap years.

The product leaflet for the type of account you have will tell you when we pay the interest your savings have earned. This might be every year or every month.

Paying interest

The product terms and conditions for each type of account will tell you how, when and where we will pay your interest. Interest is paid after close of business on the day it is due. If interest is transferred to an account with another bank or building society, the money will arrive in the other account once it has been processed through the bank clearing system. This may take up to three working days.

For ISA transfers

Please allow 15 business days for the full process to be completed. Please note, you are not required to contact your current provider to let them know you wish to transfer your ISA to us, we'll do that for you. We will contact you if we require any additional information or have any queries. The account interest will be backdated to the date we received your ISA transfer application provided that your funds are free to move and not subject to any notice period.

For a cash ISA, subject to any restrictions on paying money in and withdrawals (see account specific conditions for further information):

- (a) If you wish to transfer all or part of your ISA to another cash ISA manager, we will send the funds and accompanying information to the new manager within 5 business days of the date of receipt of a transfer instruction from the new manager.
- (b) If you wish to transfer all or part of a cash ISA you hold with another ISA manager to us:
 - i. On receipt of a transfer instruction from you, we will send it to the other manager together with a confirmation that we will accept the transfer within 5 business days of the date of receipt, and
 - ii. On receipt of the funds and accompanying information from the other manager, we will credit the funds to the account within 3 business days of the date of receipt.

For a Stocks and Shares ISA, subject to any restrictions on withdrawal (see account specific conditions for further Information), if you wish to transfer all or part of your ISA to another ISA Manager we will transfer the account within the time stipulated by you or within 30 days of receiving the request from your new provider, whichever is the longer.

Tax

We will pay interest on your savings either net (net interest is the rate of interest which would be payable after the deduction of income tax at the specific rate) or gross (gross interest means the rate of interest payable before the deduction of income tax).

- If we pay your interest net, we will take income tax from the total interest on your savings before that interest is actually paid to your account. For example, if the total interest due to be paid on your account is £100 and the rate of income tax is 20%, the amount of income tax to be paid on that amount is £20. We will pay you the net amount of £80 and send the £20 of income tax direct to HM Revenue & Customs. For taxpayers we will deduct income tax at the basic rate, currently 20%, from any interest paid. If you pay income tax at a higher rate, you will have to pay additional tax on the interest to cover the difference between the tax deducted by us and the higher rate due.

- If we pay your interest gross, we will not take any income tax from the total interest on your savings. In the example above, we would pay you £100 without taking off £20.

Whether we pay interest net or gross mainly depends on whether you have to pay income tax. However, under the rules of some types of accounts, we will pay your interest gross, ISAs (Individual Savings Accounts) are an example of this.

If you do not have to pay income tax, we may be able to pay your interest gross. For this to happen, you will have to fill in an HM Revenue & Customs registration form, known as an R85, which you can get from our branches and Customer Service Operations. If you would like more details on gross interest, you can ask your local tax office to send you their IR111 leaflet or you can contact your branch.

If you have a joint account, please see the section of this booklet called 'Joint accounts' for more details. You should remember that there may be other taxes or costs that we do not pay or set.

The tax position affecting our accounts is subject to changes in the law.

Death

On the death of an account holder (other than a nominee or trustee) the balance in the account together with interest and any bonus will be paid to their personal representatives without notice or loss of interest.

If you die while you have an account with us, your personal representatives (usually called 'executors' in Scotland) may have to go through a process called 'obtaining confirmation'.

In England, this is known as 'obtaining probate'. In both cases, this means that your personal representatives will have to list all the things which make up your estate and get a court's permission to deal with your estate.

Your account with us will be included in this list. Once the court has granted confirmation or letters of probate (once it has confirmed that your personal representatives may deal with your estate), we will release the savings in your account to them. We will need to see the court's confirmation (or letter of probate) before we do this.

However, we will only need to see the court's confirmation to release your savings if your total savings with us are more than £20,000. In certain circumstances, if your savings with us are less than £20,000, we will not insist on seeing confirmation (or letters of probate). We will give your savings to your personal representatives once they have signed a form promising to repay the money to us if it turns out that they were not entitled to receive it.

Please see the section called 'Joint accounts' for information on how the death of one account holder affects a joint account.

Overdrafts

We do not offer overdrafts on any of our investment accounts. This is because our investment accounts are for savings.

Credit facilities are not available on the account. If any withdrawal or payment creates an overdraft, the account must be brought back into credit immediately.

Withdrawals from cash machines

We are a member of LINK, which provides a network of cash machines throughout the UK and allows you quick and easy access to your money.

We provide LINK cards on some of our accounts. However, you have to keep a certain amount in these types of accounts at all times. This applies to withdrawals you make with your LINK card, as well as to withdrawals at a branch. Our product leaflets will tell you more about which accounts offer a LINK card and whether you have to keep a certain amount in your account.

The minimum withdrawal at a cash machine is £10 and the maximum from a cash machine each day is £250.

You may be given a PIN to withdraw cash with your card, either at a branch and/or from a cash machine, subject to the additional conditions of your account.

Cards will be re-issued from time to time and these conditions will apply to new cards.

All cards issued by us remain our property and must be returned on demand. We can terminate or suspend your right to use cards and PIN(s) at any time without notice where we believe that it is necessary for your and/or our protection, for example where we suspect the card is being used for fraudulent purposes or where you have breached a term of our agreement with you. In situations where we consider that urgent action is unnecessary, we will give you at least 7 days' notice before we exercise our right to terminate or suspend your right to use cards and PIN(s).

Your maximum liability for unauthorised transactions is £50 before you report the items lost or stolen. You may be liable for all losses incurred if you have acted fraudulently or you have failed to take any of the steps listed in the 'Protecting your account' section of this handbook.

Any cash machine may retain your card following the repeated keying of the wrong PIN or a technical failure. If this happens, you must inform us as soon as possible. We accept no liability for any loss if your card is retained or you experience a technical failure.

If cards reported lost or stolen are found or returned you should destroy them.

Charges

It is normally free to operate an account with us. However, we may charge for costs incurred outside the normal operation of the account. We will let you know of any such charges when we take your instructions and obtain your consent to them.

If you would like to know our charges for services, please ask a branch or Customer Service Operations for our leaflet 'Investment Tariff'. The charges will include our expenses, the cost of staff time and the use of our office and computer facilities.

We can change our charges at any time. We may cancel or change existing charges, or introduce new charges. We will do this if we reasonably believe that the change is needed, now or in the future:

- to reflect general market conditions and standards (including the charges of other building societies, banks or anyone else providing financial services);
- so that we can compete more effectively with other building societies, banks and anyone else providing financial services;
- because our costs have increased or are expected to do so;
- to maintain our financial strength for your benefit;
- to take account of changes in the law, decisions of an ombudsman, regulator or similar person, or any code of practice we follow.

When we introduce new charges that do not relate to a Payment Service as set in the 'Changes to a Payment Service' section below, or increase existing charges, we will tell you about the change, not less than 30 days before we introduce it. The section of this booklet called 'Communicating with you' tells you how we will let you know. We may cancel a charge or reduce an existing charge immediately without giving you notice.

Membership of the Society

Nationwide Building Society is a mutual organisation. This means that we regard most individual account holders as owning part of the Society. We usually call them 'members' of the Society. The position is different if the account is a joint account.

Your account is a share of Nationwide Building Society. It will give membership rights to the account holder(s). By opening the account you agree to be bound by both our Rules and these conditions. A copy of our Rules is available from any of our branches or by contacting Dunfermline Direct.

Refer to the Memorandum and Rules for more details about membership.

Joint accounts

If two people open an account together, we usually call the account a joint account.

There are a number of important things you should remember when you open a joint account.

How the account is run

The account holders usually run a joint account in one of the following ways:

■ Using both signatures

This means that both account holders must sign a withdrawal slip to withdraw money from the account. Usually, any other kind of instruction to us will also need both signatures.

■ On an either or survivor basis

This means that a withdrawal from the account only needs the signature of one of the account holders. Usually, any other kind of instruction to us will also need only one signature.

As only one signature is needed for a withdrawal, it is possible for one of the account holders to withdraw all the money in a joint account that is run on an 'either or survivor' basis.

When you open a joint account with us, you can choose whether you would like to run the account on a 'both signatures' basis or an 'either or survivor' basis.

You can change the way you run your account at any time after it has been opened if both account holders agree to this in writing.

Disagreements

If there is a disagreement between the holders of a joint account and:

- the disagreement involves the account and we are made aware of it; or
- one of the account holders tells us that we should not allow the other account holder to use the account.

We will 'freeze' the account. This means that we will not allow either account holder to use it.

We will not normally try to sort out any disagreement or decide which account holder is right.

Once we have frozen the account, we will not allow either account holder to use it again until:

- we receive written instructions from both account holders on what is to happen to the account; or
- we receive a copy of a court order which tells us to deal with the account in a certain way.

We will freeze an account if one of the account holders tells us to, even if the account is run on a 'both signatures' basis and would normally need both account holders to give instructions to us.

The reason for this is that if we are told about a disagreement, we no longer know if the account holders use the account in the same way.

If you want us to freeze your account, please contact your branch. You may do this by phone if the matter is urgent. However, you should then confirm this in writing as soon as possible, but at least within five working days, after your call.

Divorce or separation

The section above on 'Disagreements' also applies if either of the account holders tells us that they are in the process of becoming divorced or separated.

Once the divorce or separation has been finalised, we will make the necessary changes to the account or pay the money in the account to one of the account holders, as directed by an appropriate court order, legal agreement or other instruction that both account holders have signed.

Death

How we deal with a joint account if one of the account holders dies depends on how the account was being used.

Accounts that need both signatures

In this case, when we are told that one of the account holders has died, we will allow the surviving account holder to use the account for one half of the savings in the account at that time. We will make sure that the other half is kept for the representatives of the person who has died.

If the savings of the person who died (including half of the savings in the joint account) are more than £20,000, we will need their representatives to get confirmation (or probate) before we release the savings to them. If the savings of the person who died (including half of the savings in the joint account) are less than £20,000, we do not need to see a court's confirmation (or probate). However, the representatives of the person who died will have to sign a form promising to repay the savings to us if it turns out that they were not entitled to receive them. Please read the section called 'Death' on page 14 for more details.

If the representatives tell us that they believe the estate of the person who died is entitled to more than half of the savings, we will have to freeze the account until we are satisfied that we know the amounts that the representatives and the surviving account holder are entitled to.

During this time, we will not allow anyone else to use the account.

Once the representatives have been paid the amount they are entitled to, we will remove the name of the person who died from the account.

Accounts that are run on an 'either or survivor' basis

In this case, the surviving account holder can continue to use the account and we will remove the name of the person who died from the account.

This happens because of the words 'or survivor' in the phrase 'either or survivor'. This means that either account holder can use the account while they are both alive and the surviving account holder can use it when one of them dies. The death of one account holder will not affect the account. Because of this, we do not need to see a court's confirmation (or probate) for the estate of the person who died.

Please also see the section 'Children's accounts' for more details.

Membership of the Society

In a joint account, both account holders are members of the Society. However, under our rules, we will only send notice of meetings (such as our annual general meeting and any special meetings) to the address we have for the person whose name appears first on the joint account.

On the date the first person on the account dies, the surviving account holder will be entitled to receive notice of meetings and vote at them.

If more than two people open an account, the second person on the account will become the representative joint shareholder when the first named person dies.

You must tell us as soon as possible when an account holder dies so we can change our records and remove their name from the account.

Tax on the interest paid on an account

In the earlier section of this booklet called 'Tax', we explained that the interest which we pay on your savings is either net or gross.

If only one person has an account, the tax position is simple. If that person has to pay income tax, we pay the interest net. However, the position with joint accounts is more complicated. We have to consider whether either or both of the account holders have to pay income tax.

If both account holders pay income tax, we will pay all the interest on their savings net. In some instances interest will be paid gross where the terms of the account specify this, for example with ISAs.

If neither account holder pays income tax, we can pay their interest gross after they have filled in an HM Revenue & Customs registration form. Each of them will have to fill in a form known as an R85.

If one of the account holders pays income tax and the other does not, we simply pay half the interest net and the other half gross. The person who does not pay tax will also have to fill in an HM Revenue & Customs registration form (R85).

Children's accounts

We offer investment accounts so people of all ages can save their money. No-one is too young to have an account with us.

Opening an account

If the child is under 16, a parent or guardian must open the account for them. The account will be in the parent's or guardian's name, as trustee of the child, but the child will also be named on the account. Only the parent or guardian will be allowed to use the account. If an account is in the name of an adult in trust for a child, the adult is the account holder and the owner of the money in the account.

If the child is 16 or older, they can open the account in their name only, without their parent's or guardian's agreement. In this case, only the child can use the account. It is still possible for a parent or guardian to open the account for the child. Once again, this means that the account will be in the name of the parent or guardian, as trustee of the child, and the child will also be named on the account. Only the parent or guardian will be allowed to use the account.

Tax

We will pay gross interest on the child's savings until they are 16, as long as a parent or guardian has an HM Revenue & Customs form R85 filled in for them. Once a child is 16, HM Revenue & Customs will only let us pay gross interest if the account is in the child's name only. The child will also have to fill in an HM Revenue & Customs form R85. If an account is opened, or is currently being run, for a child when the child is 16 or over, we can only pay interest net of tax.

Each working day we check to see which of our account holders have reached 16. If we are paying interest gross, and a parent is still running the account for the child, we will write to you to tell you that we can only pay interest net of tax. Or, the child can fill in an HM Revenue & Customs form R85 and we can remove the parent's or guardian's name from the account. In that case, we will continue to pay interest gross.

Membership of the Society

If the account is opened in the name of a parent or guardian for the child, the parent or guardian is the member of the Society. If the account is opened in the child's name, the child is the member of the Society.

Death

If an account is held in the name of an adult in trust for a child, the adult is the account holder and owner of the money in the account. If the adult dies, the money in the account will form part of the adult's estate. (The money will not be automatically transferred to the child.) You should consult your financial or legal adviser if you need any advice on inheritance tax planning or if you want to arrange for money in the account to be held in trust for the child.

Changing your conditions

We may change the conditions which apply to your account (other than to Payment Services, the rate of interest and charges) and any special conditions which apply to particular accounts at any time. Changes may include removing or changing conditions or including new conditions.

We may do this if we reasonably believe that the change is needed, now or in the future:

- to reflect general market conditions and standards (including the conditions that other building societies, banks or anyone else providing financial services offer similar accounts under);
- so that we can compete more effectively with other building societies, banks and anyone else providing financial services;
- to improve efficiency and reduce costs;
- to give you extra benefit (including making the conditions of accounts easier to understand);

- to take account of changes in the law, decisions of an ombudsman, regulator or similar person, or any code of practice we follow;
- to correct mistakes;
- to make them easier to understand and fairer to you;
- if you agree to the change; or
- the needs of the business mean that a change needs to be made.

If we believe that a change will improve a service, provide other services, or benefit you and it will not change our contract with you, we may introduce the change immediately without giving you notice.

Any other change will apply after we have told you about it. The section of this booklet called 'Communicating with you' tells you how we will let you know.

We won't introduce any change to our contract with you unless we give you at least 30 days' notice in writing unless these changes relate to Payment Services whereby we will give you 60 days notice as set out in the below section.

We will also give notice in writing of any changes to our tariff. For those changes that relate to Payment Services as set out in the section below, we will give you at least 60 days notice. For all others we will give you at least 30 days notice. You may close or transfer an investment account if its conditions change within 30 days of us introducing the change. You won't have to give notice or pay any charges.

If the change is clearly to your disadvantage, you may close or transfer your account within 60 days of being told about the change. You won't have to give notice or pay any charges.

We can limit the amount you can withdraw at any time, without giving you notice, if we reasonably think it is necessary to protect our members' interests.

We do not have to recognise the interest or claim of any person other than the account holder for any money in any account. We are not liable in any way for failing to recognise such interest or claim, unless we have to by law.

You can transfer your investment to another person, depending on the conditions that apply to your account and with our approval. No transfer will be valid unless we approve it and register it in our records. We may turn down a transfer without giving any reason.

Changes to a Payment Service

We may make changes to the way we operate the payment services on our account at any time. Payment Services relate to the methods by which you can transact on your account and include all of the below activities:

- Electronic transfer
- BACS Payments
- CHAP Payments
- Standing Orders
- Direct Debits

- Internal Transfers
- Passbooks
- ATM Cards
- ATMs
- Cash deposit/withdrawal services

Any changes that we make to these Payment Services, including changes to the charges, which are to your detriment, we will give you no less than 60 days advance notice by personally notifying you of this change. Where we make such a change you can switch your account or close it without having to give us any notice or pay any extra charges or lose any interest due up to the date of switching/closure. You may do this by notifying us within this 60 day period.

If the change we make to the Payment Service is to your advantage, we will make this information available to you at our branches.

Communication

Unless we are required to give you personal notification, when we give you notice, we will do so in one or more of the following ways:

- 1) by display in our branches;
- 2) by display on our website;
- 3) by advertising in the press;
- 4) by telephone or in person;
- 5) any other way that is reasonable and appropriate at the time.

Marketing material

When you become a customer, we will give you the opportunity to say that you do not want us to contact you for marketing purposes. At least once every three years, we will remind you that you can do this. Please remember that it is not our policy to bombard you with marketing material. If you tell us you do not want to receive marketing material you may not hear about accounts or services that may benefit you.

If you hold accounts with the Nationwide, Derbyshire and/or Cheshire Building Societies each of these providers will comply with the instruction that you have given them.

Communicating with you

We recognise that it is important that we tell you about any changes.

We will tell you about changes in:

- the conditions which apply to your account;
- the interest rates we pay on your savings;
- and the increases in any of our charges.

We will give you reasonable notice of these changes. The exact amount of notice will depend on the change and the circumstances surrounding the change.

We will tell you about these changes:

- by writing to you;
- by newspaper adverts (you can find out which are the relevant newspapers from our product leaflets); or
- by displaying posters and leaflets in our branches.

If the conditions which apply to your account changed a lot in any one year, we will send you a copy of the new conditions or a summary of all the changes.

You can also get information about accounts from our website www.dunfermline.com

Communicating with us

It is important that you contact us as soon as possible to tell us that:

- someone else knows your PIN, password or other security information;
- your passbook has been lost or stolen;
- your LINK card has been lost or stolen; or
- you think that one or more of your entries in your passbook is wrong or that an entry has not been made.

The sooner you tell us, the sooner we can stop your passbook or card being misused or correct any mistakes. There is a list of all our branches and their phone numbers at the end of this booklet. To report lost or stolen LINK cards, call 01383 627736. If you are calling outside office hours (which are on page 35), please phone 08457 045111.

Please also tell your branch or Dunfermline Direct about anything you feel is important about your savings account, any of our products or any conditions in general.

Please tell us if you are not happy about some aspect of your account or our service. We cannot deal with problems if we do not know about them.

Closing your account

When you may close your account

You may close your account at any time, unless the product leaflet for your type of account says that you must keep the account open for a certain period.

Before you ask us to close your account, please consider whether you will lose some of the interest your savings have earned by doing this without giving us notice. Our product leaflet for your account will tell you about notice periods and loss of interest, or you can ask about this at your branch.

If you decide to close an account you normally have to give us notice for, and you want to withdraw your money so soon after opening the account or so soon after we have made an interest payment, that there is not enough interest to be paid to take the loss of interest from, we will take the loss of interest from the interest your savings have earned and take the difference from your savings.

For example, say on 1 July you open an account, for which you have to give 30 days' notice if you want to withdraw cash, and you invest £1000. You decide to close this account on 20 July in the same year. As your account has not been open for 30 days, you will lose interest for doing this.

If the lost interest is £60 but your savings have only earned £50 between 1 July and 20 July, you will lose all of the £50 earned interest and we will also take an extra £10 interest that is left from your original investment of £1000. When you close your account, we will return £990 to you.

If your savings earn £70 in the same period and the deduction of interest is £60, we will give you £1010 when you close your account. Please ask at your branch if you would like this explained to you with reference to your own account.

If you have been paying money into your account using a standing order or some other form of regular payment, you should make sure that you cancel this either before you close your account or as soon as possible after you close your account. You should also do this if another person makes regular payments to your account.

If we receive a payment for an account which has been closed, the first time that this happens we will send you a cheque for the amount received and remind you to make sure that this arrangement is cancelled. If we receive any more payments, we will take a charge to cover our administration costs from the payment and send you a cheque for the amount that is left. We will do this for each payment we receive after the first one.

The amount of our charge will be shown in our leaflet 'Investment Tariff'.

If you have another account with us which is still open and is in your name only, we will pay the amount received into this account without taking our administration charge. However, you should still make sure that the arrangement to make the payment to your closed account is either cancelled or changed to pay the money into your account which is still open.

When we will close your account

We also have the right to close your account if we feel that this is necessary. However, it is very rare for us to do this. If we do, we will usually give you notice that we are about to close your account.

Normally, we will give you 60 days' notice, unless your investment is for a fixed term which has not ended. However, in extreme circumstances, we may give you no notice at all. We will do this if we suspect that a fraud has been committed, if we have a legal obligation to close the account or threatening or abusive behaviour towards our staff, as examples.

We will normally tell you why we are going to close your account but we do not have to do so.

If you breach any terms of this agreement we may close your account by giving you not less than 30 days personal notification.

Dormant, inactive and lost accounts, and unclaimed balances

We may class your account as 'dormant' if:

- we cannot trace you after a reasonable enquiry; and
- you have not paid anything into or taken anything from your account for three years and the amount in that account is less than £100; or
- you have not paid anything into or taken anything out of your account.

In the above circumstances we may close your account. However, if you contact us later on, we will either open a new account for you and add the amount of money in the closed account, or repay the money to you, along with interest at a rate we reasonably consider to be appropriate.

Money in a 'dormant' account will always be your property (or if you die, it will become part of your estate). This is the case, no matter how many years pass.

An account may be classed as 'inactive' if you have made no transactions for more than four years and we have no up-to-date address details for you. Your account will stay open but no transactions will be allowed on this account until we hear from you.

If you ask us, we will tell you how to access these accounts either direct or through the free central tracing service online at www.mylostaccount.org.uk

Account documents

An 'account document' means a passbook, certificate, card or any similar item we call an account document. We will give you an account document, but it will still belong to us and you must return it to us whenever we ask.

If your card requires a signature you should sign it upon receipt.

You must produce the relevant account document before you make a withdrawal.

You must write to us as soon as possible at your local branch if you discover that any account document is missing. After you have:

- filled in and signed our Notification of Lost Passbook/LINK card form or any other form we need, giving details of the circumstances of the loss or theft; and
- paid any fee.

We will mark your account as lost or stolen and then give you a new account document.

If someone other than you gives us your account document, pretends to be you or pretends to have your permission, you will be responsible for the amount of any withdrawals made if you have acted fraudulently or with gross negligence.

Your maximum liability for unauthorised transactions is £50 before you report the items lost or stolen. You may be liable for all losses incurred if you have acted fraudulently or you have failed to take any of the steps listed in this condition or the taking care condition below.

If we are liable for any losses due to a delay or error by us in carrying out your instructions to make or stop a payment, or for unauthorised payments our liability will be limited to:

- (a) the amount of such payment; and
- (b) the amount of any interest you do not receive or any interest and charges you have to pay directly as a result of such delay or error.

We will refund the above amount immediately if our liability is established.

Can you take money from my account without me agreeing to it?

Yes, if you owe money to us (whether under a mortgage, loan, guarantee or otherwise) which is due for payment and which has not been paid, we can take money from any other account you hold with us. We can use this money to pay off any amounts you owe to us. This is usually referred to as the right of 'retention and set-off'. We will write to you when we have done this.

We will not pay interest or bonuses on any money after it has been used in this way.

Notices

We will assume you have received any letter or other personal notice 72 hours after we have posted it to you.

The notice will still be valid even if we do not: send you information for our investors generally or a category of investors you belong to; or display a notice at any branch office.

Protecting your accounts

Personal customers are protected by the Distance Marketing Directive (DMD). This gives you rights when opening current, savings and deposit accounts, and doing financial business relating to these types of account at a distance (usually by post, by phone or electronically).

In summary, the major types of protection are:

- detailed information before you commit to a contract;
- a 14-day right to cancel; and
- restrictions on how a financial service is supplied if you have not asked for it.

Secure and reliable banking and payment systems

We will co-operate as an industry so that you enjoy secure and reliable banking and payment systems that you can trust.

This section is about what you can do to prevent your accounts being misused.

Keeping us up to date

Please make sure we know as soon as possible when you change your:

- name;
- address;
- phone number; or
- email address (if this is how we communicate with you).

If we do not hold correct information, we may make your account inactive to protect us both.

Checking your account

We recommend that you check your statement or passbook regularly. If there is an entry which seems to be wrong, you should tell us as soon as possible so that we can sort it out.

If we need to investigate a transaction on your account, you should co-operate with us.

Taking care

It is essential that you take care of your passbook, cards, PINs and other security information to help prevent fraud and protect your accounts. Please make sure you follow the advice below.

- Do not allow anyone else to use your card, PIN, password or other security information.
- If you change your PIN, you should choose your new PIN carefully.
- Always learn your PIN, password and other security information, and destroy the notice as soon as you receive it.
- Always take reasonable steps to keep your card safe and your PIN, password and other security information secret at all times.
- Keep your card receipts safe and destroy them carefully.
- Never give your security information including your PIN number to anyone.
- You should only supply your account details to an authorised person who can confirm why they need them.
- We will never ask you to tell us your PIN. If you are in any doubt about whether the caller is genuine or if you are suspicious about them, ask for their details and phone us immediately.
- Be aware that your post can be valuable information in the wrong hands. If you don't receive LINK card statements or any other financial information you expect to get, contact us.
- Take care when storing or destroying information about your accounts. People who commit fraud use many methods (such as raiding bins) to get this type of information. You should take simple steps such as shredding printed material.
- When you pay a cheque into an account, always write the name of the account holder on the cheque, for example, Dunfermline Building Society – B Brown. You should draw a line through any space you have not used on the cheque so that unauthorised people cannot add extra numbers or names.

We will return your cheque to you if you make it payable simply to Dunfermline Building Society.

The APACS website www.cardwatch.org.uk is a helpful guide on what to do if you suspect card fraud.

Confidentiality

Because of your relationship with us, a lot of the information we have about you is private and confidential. We recognise this and all our staff are trained to make sure that we do not give any information we have about you to anyone else unless you have agreed to this or the law allows us to do so.

In terms of the general law, there are only four situations where we can give other people information about you.

These are:

- where we have to do so by law, for example, a court order saying we have to release information;
- if we have a duty to the public to give out information, for example, in very serious cases where national security is at stake;
- if our interests mean that we have to give information, for example, in legal proceedings or suspected fraud cases;
- or if you have asked us to, or agreed to us giving information, for example, where you have told us in writing to give information about you to someone else.

Data Protection Act

The Data Protection Act 1998 protects the information which we have about you. Under that Act we must tell the Information Commissioner how we use the information we hold about you.

The Commissioner is an independent official who makes sure organisations which have personal information about their customers keep to the Data Protection Act. We have also chosen our own Data Protection Officer to work with the Information Commissioner and to make sure we continue to keep to the Act as our services develop and change.

Under the Data Protection Act 1998 you have the right to get a copy of certain information we have about you. You must first write to us and ask for a copy of the information we have and pay a fee of £10. You can send your request to your local branch or call Dunfermline Direct on 08457 33 66 88 (please see 'Phone calls' below), or alternatively post your request in to: Customer Service Operations, Dunfermline Building Society, Caledonia House, Carnegie Avenue, Dunfermline KY11 8PJ.

If you would like any more information on the Data Protection Act, please contact your branch or call Dunfermline Direct on 08457 33 66 88 (please see 'Phone calls' below).

Any information about you and your account may be shared within Nationwide to open and manage the account, make lending decisions, collect debts, trace debtors, prevent fraud and money laundering and for business analysis. It may also be shared within Nationwide and with specialist companies for market research purposes on behalf of Nationwide.

Credit reference agencies

For our personal savings accounts, we will only pass your personal details to credit reference agencies if you agree to an electronic identity check. Please see page 5 for more information on identity checks.

Phone calls

We may monitor or record phone calls for your protection and security and for staff training. You may be charged for this phone call. Call charges may vary.

Bankers' references

If someone else asks us to give them our opinion of your financial position or your ability to meet certain financial commitments, we will not do so unless you have agreed to this in writing.

Liability for losses

If you act fraudulently, you will be responsible for all losses on your account. If you act without reasonable care, and this causes losses, you may be responsible for them.

To dispute a transaction that you do not recognise, or you do not believe that you carried out, and to claim a refund you will need to contact us as soon as possible and we will investigate the dispute and notify you of the outcome.

To dispute a transaction where the exact amount was not specified and you are disputing the amount taken from your account, you may be entitled to a refund if the transaction occurred within the European Economic Area (EEA). An example of this type of transaction is when you have a Direct Debit set up to pay a quarterly utility bill. For us to consider a refund you must contact us within eight weeks from the date the funds were taken from your account and provide us with as much information as we require to investigate your claim for a refund. We will not refund you if:

- (a) you agreed to the amount being taken;
- (b) the amount that would be taken was provided or made available to you at least four weeks before it was debited from your account;
- (c) the amount you are disputing has arisen because of the fluctuation in the exchange rate, or charges passed on by us from our card scheme provider.

If we have to take action against another party as a result of a transaction on your account, you must assist us and provide all available information to enable us to pursue this action.

Residence

Our products and services are only available to people who live in the UK.

Governing law and language

Our relationship with you will be governed by the Law of Scotland. We will communicate with you in English.

Important information about compensation arrangements

Dunfermline Building Society is a trading division of Nationwide Building Society. We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a building society 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 building society, including their share of any joint account, and not to each separate account.

Nationwide Building Society operates under the trading names of Cheshire Building Society, Derbyshire Building Society, Dunfermline Building Society and Nationwide UK (Ireland). The FSCS limit relates to the combined amount in all the eligible depositor's accounts with all of these trading names including Nationwide.

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 or call 0800 678 1100 or 020 7892 7300.

Complaints procedure

We are committed to providing you with the best possible service and we want to hear from you if things go wrong.

Step 1

The first step is to contact your local branch, our Dunfermline Direct team or the department you have been dealing with. We will do all that we can to solve problems quickly. We find that most cases are sorted out quickly and effectively this way.

Step 2

If you are not satisfied with the way we have dealt with your complaint at Step 1, we will pass the details to our Customer Service Operations team at Caledonia House. We will make sure we acknowledge your complaint in writing within five business days (not including Saturdays, Sundays and bank holidays). We will also send you a copy of a leaflet which explains our complaints procedure. We will carry out a full investigation into the facts.

After we have carried out our investigations we will send you a full response. We will aim to do this within four weeks of receiving your complaint. If this has not been possible, we will explain why. We will also tell you when we expect to be able to provide you with a full response.

Step 3

If we have not been able to provide you with a full response within eight weeks, we will tell you the reasons for the delay and let you know when you can expect a full response. At this stage you can refer the complaint to the Financial Ombudsman Service. However, we will ask you to give us more time to finish our investigations if possible.

If we cannot settle your complaint, you can refer it to the Financial Ombudsman Service. You must refer matters to this service within six months of the date of our final response to you. You can get leaflets about this service from any of our branches or from Dunfermline Direct.

Note

If your complaint is about an investment such as an endowment, pension or other long-term investment, you may need to follow a different procedure for your complaint. In these circumstances you should first contact our Customer Service Operations Department. They will explain how we will deal with the matter and the timescales involved.

You can get a leaflet about our complaints procedure from any of our branches and from Dunfermline Direct.

Financial Ombudsman Service

If we cannot settle your complaint you can refer it to the Financial Ombudsman Service who will investigate your complaint independently. You can get a leaflet about this from any of our branches or from Dunfermline Direct.

The address and phone number are as follows.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Consumer helpline

Open 8am to 6pm Monday to Friday
08000 234 567
Free for people phoning from a 'fixed line' (for example, a landline at home)
0300 123 9 123
Free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 and 02

Website: www.financial-ombudsman.org.uk

Financial services

Dunfermline Building Society is a trading division of Nationwide Building Society which is authorised and regulated by the Financial Services Authority under registration number 106078. Credit facilities other than regulated mortgages are not regulated by the Financial Services Authority. Head Office: Nationwide House, Pipers Way, Swindon, Wiltshire SN38 1NW.

You can confirm our registration on the FSA's website, www.fsa.gov.uk or by contacting the FSA on 0845 606 1234. Calls may be recorded for service quality or security purposes to prevent or detect crime (call rates may vary).

Where to contact us

Customer Service Operations

Caledonia House
Carnegie Avenue
Dunfermline
KY11 8PJ
Phone: 01383 627727
Fax: 01383 627800
Website: www.dunfermline.com

Dunfermline Direct

Phone: 08457 33 66 88 (see details on page 35)
Fax: 01383 844500

Aberdeen

463 Union Street
AB11 6DB
Phone: 01224 582889
Fax: 01224 583981

Ayr

219 High Street
KA7 1RB
Phone: 01292 266015
Fax: 01292 618695

Castle Douglas

188 King Street
DG7 1DB
Phone: 01556 503607
Fax: 01556 503764

Coatbridge

5 Academy Street
ML5 3AW
Phone: 01236 427949
Fax: 01236 437658

Cowdenbeath

323 High Street
KY4 9QJ
Phone: 01383 513188
Fax: 01383 610315

Cupar

14 Crossgate
KY15 5HH
Phone: 01334 652647
Fax: 01334 657511

Dalgety Bay

5 Regents Way
KY11 9YD
Phone: 01383 823541
Fax: 01383 821271

Dundee

58 Reform Street
DD1 1RX
Phone: 01382 224967
Fax: 01382 226206

Dunfermline

10 East Port
KY12 7JB
Phone: 01383 732481
Fax: 01383 624672

Carnegie Avenue

KY11 8DE
Phone: 01383 622678
Fax: 01383 432540

East Kilbride

37 Princes Mall
G74 1LB
Phone: 01355 261001
Fax: 01355 279024

Edinburgh

3 South Charlotte Street
EH2 4AN
Phone: 0131 225 3231
Fax: 0131 220 4622

Falkirk

32 Newmarket Street
FK1 1JQ
Phone: 01324 632340
Fax: 01324 628571

Glasgow

196 Hope Street
G2 2UG
Phone: 0141 332 0845
Fax: 0141 331 2108

1635 Great Western Road
G13 1LT
Phone: 0141 959 5445
Fax: 0141 950 6011

180 Kilmarnock Road
G41 3PG
Phone: 0141 649 6686
Fax: 0141 649 0742

Glenrothes

Heritage House
North Street
KY7 5SE
Phone: 01592 756056
Fax: 01592 751628

Hamilton

57/59 Quarry Street
ML3 7AH
Phone: 01698 282335
Fax: 01698 891886

Inverness

47 High Street
IV1 1HT
Phone: 01463 241071
Fax: 01463 712735

Johnstone

44 High Street
PA5 8AN
Phone: 01505 324216
Fax: 01505 336940

Kirkcaldy

86 High Street
KY1 1NB
Phone: 01592 260338
Fax: 01592 646192

Kirkwall

24 Bridge Street
KW15 1HR
Phone: 01856 873872
Fax: 01856 875551

Largs

6A Aitken Street
KA30 8AU
Phone: 01475 673931
Fax: 01475 689464

Leven

63-65 High Street
KY8 4NF
Phone: 01333 429382
Fax: 01333 423649

Livingston

59 Almondvale Centre
EH54 6NB
Phone: 01506 439540
Fax: 01506 438358

Montrose

86 High Street
DD10 8JE
Phone: 01674 673363
Fax: 01674 677651

Paisley

4 Gilmour Street
PA1 1BY
Phone: 0141 889 7248
Fax: 0141 849 0449

Peebles

7 Eastgate
EH45 8AD
Phone: 01721 720972
Fax: 01721 724485

Perth

95 South Street
PH2 8PA
Phone: 01738 623057
Fax: 01738 445193

Rosyth

1 Queen's Buildings
Queensferry Road
KY11 2RA
Phone: 01383 417476
Fax: 01383 415597

St Andrews

151 Market Street
KY16 9PF
Phone: 01334 476000
Fax: 01334 474602

Stenhousemuir

39 King Street
FK5 4HD
Phone: 01324 562440
Fax: 01324 555200

Stirling

50 Port Street
FK8 2LJ
Phone: 01786 451766
Fax: 01786 445375

Tranent

48 High Street
EH33 1HQ
Phone: 01875 612751
Fax: 01875 615310

We may monitor or record phone calls for your protection and security and for staff training. You may be charged for the phone call. Call charges may vary.

Our branches are normally open between 9am and 5pm, Monday to Friday and between 9am and 12 noon on Saturdays. Dunfermline (East Port), East Kilbride, Edinburgh, Livingston and Perth are open on Saturdays between 9am and 4pm.

Our branches will normally be closed between 9am and 9.30am on Wednesdays for staff training.

Caledonia House is normally open between 9am and 5pm, Monday to Friday. You can leave a phone message on our answering service after 5pm. Customer Service Operations at Caledonia House is also open for phone calls about your account between 9am and 12 noon on Saturdays.

Dunfermline Direct is open for phone calls between 8am and 7pm, Monday to Friday, and from 9am to 1pm on Saturdays.

Notes

Notes