

## TRANSFERS FROM A CUMBERLAND CASH ISA TO ANOTHER ISA PROVIDER

Your Cash ISA or part of it, with all rights and obligations of the parties to it, may be transferred to another ISA provider. If you wish to do this please do not close your account but ask us in writing to carry out the transfer for you. Within 14 days of receiving your request, we will transfer the total subscriptions for this tax year, and all or part of the total subscriptions for previous years. If you have stipulated a shorter timescale within which you would like the transfer to be completed we will endeavour to do this. If this is not possible we will contact you to advise you when the transfer will be completed. No administration charge is made by the Cumberland for transfers. Please note you may only transfer:

- all of the current tax year's investment in a Cash ISA to either a Cash ISA or a Stocks and Shares ISA elsewhere

- all or part of previous tax year's investment in a Cash ISA to either a Cash ISA or a Stocks and Shares ISA elsewhere

Transfers of Fixed Interest Fixed Term Cash ISAs prior to the end of the fixed term will be subject to the withdrawal conditions shown in the Fixed Interest Fixed Term Account leaflet.

## TRANSFERS FROM ONE INVESTOR TO ANOTHER

Your Cash ISA may not be transferred into the name of someone else. The ISA investment will be, and must remain in, your sole name.

## STAKEHOLDER DEPOSIT ISAS

Stakeholder cash deposit ISAs were introduced on 6 April 2005.

A 'stakeholder' cash deposit ISA must pay a minimum interest rate of Bank of England base rate minus 1%. They must also allow payments into an account to be made by a variety of methods, including direct debit. The Cumberland cannot accept payments into an ISA by direct debit and is therefore unable to offer a 'stakeholder' cash deposit ISA.

Cumberland customers however should not be disadvantaged by not being able to open a 'stakeholder' deposit ISA, as we consistently pay interest rates in excess of the 'stakeholder' deposit ISA minimum interest rate.

## FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our liabilities. For deposits, payments under the scheme are limited to 100% of the first £50,000 of your total deposits. Details of the cover available under the scheme can be obtained from us or the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN (tel: 0207 892 7300, website: [www.fscs.org.uk](http://www.fscs.org.uk)).

## THE FINANCIAL OMBUDSMAN SERVICE

We are covered by the Financial Ombudsman Service. We have an internal complaints procedure to help resolve any problems you may have concerning the operation of your account. Further details are available from any branch of the Society.

### IMPORTANT NOTE

**New Investors.** The Society requires new investors to agree to assign any possible future windfall rights, in the unlikely event of conversion to a bank or a takeover, to a charitable foundation. Full details are set out in the Society's new ISA application form.

Details of current variable interest rates can be found:

- On our website [www.cumberland.co.uk](http://www.cumberland.co.uk)
- By telephoning 0845 601 8396 between 8am and 8pm Monday to Friday and 8.30am to 12.30pm on Saturdays
- By calling personally or telephoning any Cumberland branch

keyfacts®

# Cash ISAs

Individual Savings Accounts

## Key Features Document



[www.cumberland.co.uk](http://www.cumberland.co.uk)

Cumberland House, Castle Street, Carlisle, CA3 8RX  
Phone: 0845 601 8396

To help to monitor and improve customer service, telephone calls may be recorded.

[customerservice@cumberland.co.uk](mailto:customerservice@cumberland.co.uk)

POS 2801 06/04/10 V6

Cumberland  
Building Society

These conditions apply from 6 April 2010.

The Financial Services Authority is the independent financial services regulator. It requires us, Cumberland Building Society, to give you this important information to help you to decide whether our Cash ISA is right for you. You should read this document carefully so that you understand what you are buying, and then keep it safe for future reference.

## ACCOUNT CONDITIONS

Cash ISAs are subject to the information and guidance given in the Cash ISAs leaflet, the account application form and the separate Savings & Current Account Terms & Conditions booklet (which can be obtained on request from any branch), which together make up the conditions relating to the operation of the account.

Individual Savings Accounts (ISAs) qualify for special tax treatment provided they operate within The Individual Savings Account Regulations 1998 (Statutory Instrument 1998 Number 1870).

## ACCOUNT HOLDING

You must be 16 years of age or over to open a Cash ISA, which must be held in your sole name on your own behalf. HM Revenue & Customs rules do not allow joint ISA accounts.

## ACCOUNT OPENING

Before opening an account we believe it is important to establish your requirements, so that we can be sure we are able to offer the services you require and open the most appropriate account for you. To discuss your requirements, simply call at any Cumberland branch where a Financial Planning Consultant will be pleased to help you. The Society will satisfy itself that any person to whom it delegates any of its functions or responsibilities under the terms agreed with the investor is competent to carry out those functions and responsibilities.

## ANNUAL NOTICE TO CUSTOMERS

Investing in a Cumberland Cash ISA restricts your ISA investment options for the remainder of the current tax year. Each year we will remind you of this restriction.

## AUTOMATIC TRANSFERS FROM ANOTHER ACCOUNT WITH THE SOCIETY

We can arrange to transfer funds automatically from another account with the Society to your Cash ISA. You must make sure that the paying account remains open and contains sufficient cleared funds on the day before the date you have asked us to make the transfer.

If you do not have sufficient cleared funds available to allow an automated transfer on the due date and you still wish to add to your Cash ISA, you can do this through your branch or by post.

## CHANGING YOUR MIND

If after opening an account you find that you are not happy about your choice of ISA you may cancel it by notifying us in writing at our Head Office within 14 days of the latest of:

1. the day the account is opened or your first deposit made: or
2. the day you receive your Cumberland Savings & Current Account Terms & Conditions leaflet.

We will then help you switch to another of our accounts or we will give you all of your money back with any interest you have earned. The interest we pay to you in these circumstances may be calculated at the rate advertised at that time for our Instant Savings account.

If you do not exercise your right to cancel during this period, you will be bound by these terms and conditions.

## WITHDRAWALS FROM YOUR ACCOUNT

We will transfer or pay to you all or part of the investments held in the ISA, and proceeds arising from those investments, within 14 days of receiving your written instructions to do so. Any withdrawals from your ISA are ignored for the purpose of calculating the maximum amount which can be deposited each tax year.

## CLOSURE OF YOUR ACCOUNT

You may close your ISA at any time subject to the withdrawal terms relating to the account. Once closed your account may not be re-opened, nor may you open a new Cash ISA in the same tax year.

## FAILURE TO SATISFY ISA RULES

We will advise you if, by reason of any failure to satisfy the provisions of the ISA regulations, your ISA has, or will become void. If your Cash ISA becomes void this will be transferred to an existing account or new Instant Savings Account in your sole name. We will notify you of this in writing. Any interest paid will be paid with income tax deducted at the rate specified by law.

## BREAKS IN DEPOSITS TO YOUR ISA ACCOUNT

You do not have to pay into the same Cash ISA in every tax year. You can open a Cash ISA with a different financial institution each year, as long as you only pay into one Cash ISA in the current tax year.

If for whatever reason you do not make a deposit into your Cash ISA in a particular tax year, no further deposits will be allowed into that account. We will, however, allow you to recommence paying money into that account by obtaining a new application form from you (provided you have not opened another Cash ISA or invested the maximum amount in a Stocks and Shares ISA elsewhere in the same tax year). It is an HM Revenue & Customs requirement that you complete a new application form.

## HM REVENUE & CUSTOMS RETURN

We must supply to HM Revenue & Customs each year a return containing details of your Cash ISA. We will also give HM Revenue & Customs any other information they are entitled to receive concerning your Cash ISA. HM Revenue & Customs will use the information we provide to identify investors who have broken the ISA regulations by contributing to a disallowed combination of ISAs in a tax year.

## INCOME TAX

No income tax will be payable on the interest paid in each of the tax years that you have a Cash ISA provided all the ISA regulations have been followed.

As the favourable tax treatment of ISAs is the Government's responsibility, we cannot guarantee that this will be maintained.

Please note that tax treatment depends upon your individual circumstances and may be subject to change in the future.

## INTEREST

Interest on your variable Cash ISA will be paid annually on 31 March. Interest on your Fixed Interest Fixed Term Cash ISA will be paid annually as shown in our Fixed Interest Fixed Term Account Interest Rates leaflet – please note this will vary according to which issue of product you have.

## LIMITATIONS ON INVESTMENTS

The ISA regulations specify that you may not invest in more than one Cash ISA and stocks and shares ISA in the same tax year (the period from 6 April to 5 April the following year). If you opened a variable Cash ISA during a previous tax year, you can pay up to £5,100 into your existing Cash ISA in this tax year which ends on 5 April. You cannot however pay this year's subscription into your existing Cash ISA and open a new Cash ISA and pay into this one as well.

## MINIMUM AND MAXIMUM INVESTMENTS

The minimum amount required to open a Cash ISA with the Society is shown in our separate Cash ISAs product leaflet. The maximum total capital, excluding interest, that can be invested in a Cash ISA for each tax year is £5,100. This limit ignores any withdrawals you make during the tax year.

## RESIDENCY

To open a Cash ISA you must be resident and ordinarily resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of Section 28 of Income Tax (Earnings and Pensions) Act 2003 (Crown employees serving overseas) are treated as being performed in the United Kingdom, or be married to, or in a civil partnership with, a person who performs such duties. You will inform Cumberland Building Society if you cease to be so resident and ordinarily resident or to perform such duties or be married to, or in a civil partnership with, a person who performs such duties.

## SECURITY FOR LOANS

A Cash ISA will be, and must remain in the sole name of the investor and must not be used as security for a loan.

## START DATE

The start date of an ISA with the Society is the date of the first investment.

## TRANSFERS FROM ANOTHER ISA PROVIDER'S CASH ISA TO THE CUMBERLAND

We will normally accept the transfer of a Cash ISA from another ISA provider, as long as you live within our branch operating area, subject to ISA regulations. We will accept the total subscriptions for this tax year, and all or part of the total subscriptions for previous years. Arrange to transfer your ISA by calling at any Cumberland branch and we will help you ask your existing provider to transfer your ISA to the Cumberland. Before requesting your existing ISA provider to transfer your investment to us, please check with them that they do not make a charge or apply a penalty for carrying out the transfer.

Please note that we can only accept transfers into a Cash ISA from another ISA provider's Cash ISA.