

The **co-operative** bank

It's good to be different



Business Current Account

Switch Agreement

Service Conditions

1. The Current Account Switch Service

- 1.1 The Current Account Switch Service Guarantee is issued by us after you have consented to this Agreement and Account Closure Instruction. This means that if you have any questions regarding your switch these should be directed to us, unless otherwise advised.
- 1.2 There is no charge for the Current Account Switch Service, although there may be other taxes or costs that are not charged by us or paid via us.
- 1.3 You can change the Switch Date at any time up until the close of business seven working days before the Switch Date that you have previously agreed with us.
- 1.4 The switch process begins six working days before the Switch Date. We will tell you that the switch is underway and when it is completed, and also if there is any reason why your switch request cannot be initiated or completed.
- 1.5 We will ensure that your existing regular payment mandates (e.g. standing orders, Direct Debits and bill payment mandates) are set up on your New Account and details of your existing payment beneficiaries are transferred to your New Account. In cases where we cannot match the payment frequency of your existing regular payment mandates, we will contact you to agree alternative arrangements. **Note: If you have arranged to make recurring payments using your Old Account debit card number, your Old Bank won't know your New Account debit card number so won't be able to transfer these to your New Account. This means that there is no guarantee that payment requests sent to your Old Account will be redirected to your New Account. The supplier may contact you to request the details of your New Account debit card. We recommend that you contact the supplier to set up a new recurring payment to ensure any service you receive (e.g. insurance) is not interrupted.**
- 1.6 We will also transfer any future dated payments (e.g. with a due date after your Switch Date) that you set up on your Old Account to your New Account to ensure these are made on the date originally requested.
- 1.7 The regular payment mandates that we will set up on your New Account as part of the switch will be in operation from the day after the Switch Date.
- 1.8 If you have any existing regular payment mandates that are non-sterling, or that quote a BIC or IBAN, these won't be switched to your New Account automatically. If we can facilitate non-sterling mandates, or ones that quote a BIC or IBAN, you will have to provide us with the relevant details separately so that we can set them up on your New Account.
- 1.9 If you make any changes to your regular payment mandates on your Old Account or set up any new payment beneficiaries on your Old Account on or after the 6th working day before the Switch Date you must tell us, otherwise these changes will not be implemented on your New Account.
- 1.10 Your Old Bank will forward any funds remaining in your Old Account to your New Account on the Switch Date. There may be a short period when the balance is being transferred when it will not be possible to access the funds being transferred.
- 1.11 Funds will be retained by your Old Bank to cover any transactions made before the Switch Date on your Old Account which are still in the process of being cleared on the Switch Date. On the day that your Old Bank no longer needs to retain funds to cover transactions that are being cleared, it will transfer them to your New Account and they will be credited to your New Account no later than the next working day. Funds will also be retained by your Old Bank to cover debit card transactions that have already been authorised but which have not yet been paid out of your Old Account.
- 1.12 If you have outstanding debt on your Old Account (including any fees or charges) after the Switch Date, your Old Bank will tell you. You are liable for any outstanding debt on your Old Account remaining after the Switch Date.
- 1.13 For 3 years after the Switch Date, if your Old Bank receives payments or requests for payments which relate to your Old Account, subject to compliance with applicable laws, it will redirect these to your New Account. However, if there is an outstanding debt on your Old Account, your Old Bank is entitled to use any funds or payments it receives (including by cheque) in full or part settlement of the debt on your Old Account. The originators of any redirected payments or payment requests will be advised of your New Account details.
- 1.14 In the unlikely event that payments continue to be redirected to your New Account during the 13 months leading up to the end of the 3 year redirection period, we will automatically extend the redirection service and the term of this Agreement until such time as there is a 13 month period when no Direct Debits, Bacs Direct Credits or Faster Payment transactions have been automatically redirected by the central redirection service. Consequently, payments made with intervals of more than 13 months will be disregarded.
- 1.15 For 3 years after the Switch Date, or longer in accordance with clause 1.14 of the Agreement, payments received in sterling from within the UK by your Old Bank will be redirected and credited to your New Account on the same working day that they were received by your Old Bank.
- 1.16 For 3 years after the Switch Date, or longer in accordance with clause 1.14 of the Agreement, payments received by your Old Bank in any currency other than sterling will be redirected in the same currency as your Old Bank receives them on the day that the funds are made available to your Old Bank. In certain circumstances it may be necessary for your Old Bank to redirect the payment to us in sterling. If this happens the Old Bank will provide us with full details of the exchange rate used and we will tell you.
- 1.17 Both we and your Old Bank have cut-off times (which may vary depending on the currency of the payment received) after which any payments received are treated as being received on the following working day. For details of your Old Bank's cut-off times you should contact your Old Bank and for details of our cut-off times you should contact us (please refer to section 5 for details of how to do this).
- 1.18 You can stop any payment(s) being redirected by your Old Bank to your New Account by contacting us (please refer to section 5 for details of how to do this). You need to do this by close of business on

the working day before you expect the payment to be received by your Old Bank. **However, please be aware that if you stop your Old Bank redirecting a payment to us, this will mean that your Old Bank will stop redirecting any and all future payments and requests for payments to us from that date. Instead, any payments made to, or requests for payments from, your Old Account will be returned to the payment originator with the reason 'account closed'.**

- 1.19 If you have used your Old Account debit card before the Switch Date to make payments which have not been authorised and paid by your Old Bank out of your Old Account before the Switch Date, we will pay them out of your New Account (subject to the availability of funds).
- 1.20 If any cheques drawn by you on your Old Account have not been presented to your Old Bank for payment before the Switch Date, we will pay them out of your New Account (subject to the availability of funds).
- 1.21 If you have asked your Old Bank to stop a cheque drawn on your Old Account and you change your mind, we may not be able to cancel that stop instruction. If you wish to place a stop on a cheque drawn on your Old Account after the Switch Date you must contact us (please refer to section 5 for details of how to do this) to make this request.
- 1.22 You must not use your Old Account chequebook and debit card details after the Switch Date and you should destroy your Old Account chequebook and debit card promptly after the Switch Date.

2. How we and your Old Bank will use your information

In order to fulfil your Current Account Switch in accordance with this Agreement, we and your Old Bank may:

- 2.1 process, use, manage, control and release information that you give us, that we capture or that we already hold about you, including:
 - information (such as details of payment beneficiaries) that you have provided to your Old Bank not only in relation to your Old Account but also in relation to any other account(s) you hold with your Old Bank
 - information about other individuals with whom you hold any accounts jointly, either at your Old Bank or with us.

Note that this means that anyone with whom you hold your New Account jointly will be able to see the beneficiaries of payments that you have made on any of the accounts you hold with your Old Bank, including any account(s) that are not being switched under this Agreement.

- 2.2 reveal information about you to:
 - any person working for us, your Old Bank or any entity within our or your Old Bank's group
 - any data processor(s) to whom it may be necessary for us to reveal your information to in order to fulfil your Current Account Switch in accordance with this Agreement
 - the people and organisations that need to know that you have switched your current account to us, being people and organisations that want to send you money or collect money from you.
- 2.3 We and your Old Bank will only process, use, manage,

control, release and reveal your information insofar as is necessary to complete your Current Account Switch and we will keep your information only as long as we need to or are allowed to by law.

3. Errors and Complaints

- 3.1 You will see details of any funds transferred and any forwarded or redirected payments in the next statement that you receive for your New Account. You should check your statement carefully and let us know as soon as possible if you think there has been an error or if funds haven't been transferred or a payment hasn't been forwarded or redirected as expected.
- 3.2 If something goes wrong with the Current Account Switch Service (for example if a payment is not redirected, is redirected incorrectly, or is lost), we will correct the error, you will receive a refund of any interest and/or charges incurred, paid or lost on your Old Account or your New Account as a result of the failure and we will notify you of any action we have taken and the outcome.
- 3.3 If you have a complaint about the Current Account Switch Service it should be raised with us in the first instance (please refer to section 5 for details of how to do this) and we will deal with it as quickly as possible under our internal complaints procedure, copies of which are available on request. We will tell you if we pass your enquiry on to your Old Bank and advise you how we intend to deal with your complaint from that point.
- 3.4 If we do not resolve your complaint to your satisfaction, you may be able to refer it to the Financial Ombudsman Service, which is the independent service for settling disputes between consumers and businesses providing financial services. Their contact details are:

Address: **Exchange Tower**
London
E14 9SR

Telephone: **+44 (0) 800 023 4567**

Email: **complaint.info@**
financial-ombudsman.org.uk

Web: **www.financial-ombudsman.org.uk**

4. This Agreement

- 4.1 We will give you at least two months' notice of changes to the redirection services provided under this Agreement. If you are not happy with the changes, you should tell us and you will be able to end the Agreement immediately and without charge before the changes take effect. If we do not hear from you, we will treat you as having accepted the changes. We may make changes:
 - to respond proportionately to changes in general law or decisions of the Financial Ombudsman Service
 - to meet regulatory requirements
 - to reflect new industry guidance and codes of practice which improve consumer protection
 - to reflect the introduction of or changes to technologies or other innovations or changes to payment systems or schemes and to help us introduce new or improved systems, methods of operation and new features or services that may benefit you.

- 4.2 If you ask us, we'll provide you with a further copy of this Agreement.
- 4.3 You can end this agreement at any time by contacting us. If you end this Agreement all payment redirection activities will stop (see paragraph 1.18 above for what will happen if payment redirection activities stop).
- 4.4 We will stop the switch and/or suspend redirection activities if we have reasonable grounds to suspect fraud perpetrated by a third party or we consider it appropriate for your protection or to comply with our statutory duties. Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will tell you before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will do so as soon as we can afterwards. You are responsible for all losses incurred by you if you have acted fraudulently.
- 4.5 We may, at any time, transfer to any person or business any or all of our rights and duties under this Agreement. We will only do this if you are no less favourably treated after the transfer than beforehand.
- 4.6 If your address is in Scotland or Northern Ireland, the laws of Scotland or Northern Ireland apply to this Agreement and the courts of Scotland or Northern Ireland may settle any related dispute. If you live elsewhere, the laws of England apply to this Agreement and the courts of England and Wales have non-exclusive jurisdiction to settle any related dispute.

5. Contacting Us

- 5.1 Visiting co-operativebank.co.uk/branch to find your nearest branch.
- Calling our switching team - Monday-Friday 8am-6pm on **03457 558 000** option 1 then option 1.
- Writing to us at: **The Co-operative Bank - Business Account Switching, P.O. Box 250, Delf House, Skelmersdale WN8 6WT.**
- 5.2 We will only communicate with you in English and we will use the contact details you have given us to contact you by phone, post, by email or by text.
- 5.3 Our head office details are:
The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP. Registered in England and Wales No. 990937.
- 5.4 The Co-operative Bank p.l.c. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (No.121885) and holds an Interim Permission in respect of consumer credit activities and subscribes to the Lending Code and the Financial Ombudsman Service.

6. Your Right to Cancel this Agreement

You have a 14 calendar day period in which you can contact us to cancel this Agreement. The 14-day period begins the day after you authorise us to switch your account, unless you have agreed to the switch before receiving this Agreement, in which case the 14-day period begins the day after you receive this Agreement. If you cancel this Agreement, any Account Switch processes already completed cannot be reversed or unwound.

The following points describe what will happen if you

exercise this right to cancel the Agreement at key times during the switch:

- 6.1 At least seven working days before the Switch Date:
- you can continue to use your Old Bank account because it will not be closed
 - details of the payment beneficiaries and regular payment mandates on your Old Account will not be transferred to your New Account
 - no balance transfer will take place
 - no payment redirection activities will be undertaken.
- 6.2 During the six working days before the Switch Date:
- your Old Account will be closed from the Switch Date because your Account Closure Instruction cannot be cancelled
 - details of the payment beneficiaries and regular payment mandates on your Old Account will still be transferred to your New Account and you will need to contact us (please refer to section 5 for details about how to do this) if you wish to cancel any of them. Please note that if you decide to cancel any payment arrangements with us it does not mean they will remain available to you at your Old Bank.
 - the transfer of your Old Account balance to your New Account will be stopped, provided we have enough time to notify your Old Bank that you have cancelled the Agreement before your Old Bank closes for business on the working day before the Switch. Your Old Bank will contact you to find out where you would like your money (e.g. the credit balance in your Old Account) to be sent.
 - no payment redirection activities will be undertaken after the Switch Date.
- 6.3 On the Switch Date, or later (and within the 14-day cancellation period):
- your Old Account will be closed from the Switch Date because your Account Closure Instruction cannot be cancelled
 - details of the payment beneficiaries and regular payment mandates on your Old Account will still be transferred to your New Account and you will need to contact us (please refer to section 5 for details about how to do this) if you wish to cancel any of them
 - the balance transfer from your Old Account to your New Account will have been completed
 - no payment redirection activities will be undertaken after the day that you cancel this Agreement.

If you change your mind after the switch has started, you might want to consider waiting until after the Switch Date. You can then request another bank, building society or payment account provider to switch your account from us. Please note that you may not be able to switch back to your Old Bank or to the type of current account you held with your Old Bank.

Please call 03457 213 213* if you would like to receive this information in an alternative format such as large print, audio or Braille.

The Co-operative Bank p.l.c. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (No.121885). The Co-operative Bank, Platform, smile and Britannia are trading names of The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP. Registered in England and Wales No.990937. Credit facilities are provided by The Co-operative Bank p.l.c. and are subject to status and our lending policy. The Bank reserves the right to decline any application for an account or credit facility. The Co-operative Bank p.l.c. is a member of the Council of Mortgage Lenders and subscribes to the Lending Code which is monitored by the Lending Standards Board.

*Calls to 0800 and 0808 numbers are free from landlines and mobiles. Calls to 03 numbers cost the same as calls to numbers starting with 01 and 02. Calls to 0845 and 0870 numbers cost 3p per minute, plus your phone company's access charge. Calls to 0844 and 0843 numbers cost 7p per minute, plus your phone company's access charge. Calls may be monitored or recorded for security and training purposes.
Information correct as at 09/2016.