

Terms & conditions

For The Co-operative Bank 3 Year Fixed Rate Credit Card

With effect from 31 August 2016.

Please read these terms and conditions and keep them safe.

The **co-operative** bank
It's good to be different



Contents

Page	Key conditions	Page	Additional conditions <i>continued</i>
3	How much can you borrow? How much do you have to pay and when?	10	How do we decide how much you can borrow? When will we give refunds for payments you have authorised?
4-5	How much does it cost to borrow?		Can you stop transactions you have authorised?
5	What is the total cost of credit?	11	Can we refuse to authorise a transaction or suspend your right to use your account? Making a payment to another account
6	Can we change the terms of this agreement – including the cost of borrowing? When we can make changes	11-12	Making repayments
7	Changing your card type Changes to your credit limit Changes to interest rates How we can make changes	12	Limiting use of your account What steps should you take to keep your account secure?
8	When will this agreement begin and end? Can you withdraw from this agreement? Claiming against us if you have a claim against a supplier Missing payments	13	Liability for losses Statements Set-off
9	Additional conditions Contacting each other Using your account	14	Ending this agreement What law applies to this agreement?
9-10	How do you authorise transactions?	14-15	General
		15	Complaints Payment protection insurance that you hold with us Credit intermediary details

How to contact us

Online Banking allows you to manage your account online. If you're not already registered, you can simply visit [co-operativebank.co.uk](https://www.co-operativebank.co.uk) and click on 'Online Banking Register'.

Alternatively, you can contact us for general queries by calling **0345 600 6000**, visiting one of our branches, or writing to Customer Service Manager, The Co-operative Bank p.l.c., P.O. Box 222, Unit 550, Metroplex Business Park, Broadway, Salford Quays, Manchester M50 2UE.

To alert us quickly:

- that you didn't authorise a payment or you've received a payment you don't recognise
- that you think someone knows your security details

Call 0345 600 6000 as soon as possible.

To report a lost, stolen or damaged credit card:

Call 0345 600 6000 as soon as possible.

To make a complaint:

Call 0345 600 6000 or

Write to: Customer Response, The Co-operative Bank p.l.c., Ground Floor, Miller Street, Manchester M60 0AL.

Key – Look out for symbols and boxes that help you to understand our terms and conditions.



Definitions



Points to note



Examples



Important

Credit Card Agreement regulated by the Consumer Credit Act 1974

3 Year Fixed Rate Credit Card

The agreement is made up of the key conditions and the additional conditions. Please read it carefully and keep it in a safe place. In this agreement:

'we', 'us' or 'our' means **The Co-operative Bank p.l.c.**, P.O. Box 101, 1 Balloon Street, Manchester M60 4EP; and

'you' means the main cardholder.

Key conditions

How much can you borrow?

You can borrow up to your credit limit. We'll tell you your credit limit after we've signed the agreement.

We'll provide the credit when you use the card or card number, for example to make purchases or withdraw cash. We'll provide the credit earlier if, for example, we allow you to make a balance transfer before that time.

How much do you have to pay and when?

Each month you must pay at least the minimum payment shown on your statement. Your payment must reach us by the payment date specified on your statement. This is 25 days after the statement date or, if this is not a business day, the following business day. If you want to pay less interest, you can always pay more than the minimum payment. Your statement tells you how to make sure payments reach us on time.

The minimum payment will be the highest of:

- (a) 2% of the total balance on your statement (including interest and charges);
- (b) £5; or
- (c) the sum of (i) interest for the period from your last statement, (ii) any charges and (iii) 1% of the total balance on your statement (excluding interest and charges).

We round up the minimum payment to the nearest pound. If you owe less than £5, you must pay us the full amount you owe.

Repayments will pay off the minimum payment shown on your statement, then the remaining balance shown on your statement, then any items not yet included on a statement. If you pay less than the total amount owing, your payment reduces higher interest-rate balances (such as cash transactions) first, before lower interest-rate balances (such as purchases). If some amounts are charged at the same interest rate, we apply your payment to the oldest amounts first unless you have more than one promotional offer at the same rate. In that case, we'll apply your payment to these balances in the order in which the offers started (so balances on earlier offers will be paid first even if you have older transactions on an offer that started later).

You must also pay the amount of any missed payments and the amount you owe above the credit limit immediately.

You must try not to pay into your account more than you owe us. We may return any funds that exceed the balance owing on your account to the account from which the money has been sent. Alternatively, we may use any excess funds to pay off transactions that have not yet appeared on your statement in the same order as those that do appear on your statement.



If you exceed your credit limit or fail to make a minimum payment by the due date, we'll charge you a fee.

How much does it cost to borrow?

Introductory rates and charges

We've listed below any introductory rates that apply to you.

Transaction type	Annual interest rate	Charge	Period
Purchases.	6.9% fixed	0% for a purchase in sterling.	3 years from account opening.
Balance transfers.	6.9% fixed	0% balance transfer fee.	3 years from account opening.

In future, we may make other promotional rates and charges available. If we do, we'll tell you. We'll also tell you when an introductory or promotional rate is about to end.

At the end of their promotional periods, we'll transfer any promotional balances to the standard balance. Interest will then apply to that balance at the standard rates set out below.

Standard rates and charges

After any promotional period, or for transactions that don't have a promotional period, we charge our standard variable interest rates. These are currently:

Transaction type	Annual interest rate	Charges added to the account with the transaction
Purchases.	15.9% variable	0% for a purchase in sterling.
Balance transfers.	15.9% variable	0% balance transfer fee.
Cash or cash-related payment.	25.9% variable	3% of the cash or payment (minimum £3).

We charge interest from the date we add each transaction or charge to your account – which may not be the same as the date you made the transaction – until you have fully repaid the amount you owe. We work out interest daily and add it to your account on the next statement date. If you repay your statement balance (including all promotional balances) in full by the due date, we won't charge interest on purchases shown on that statement – provided you also paid the previous month's balance in full by the due date. We always charge interest on cash or cash-related payments, balance transfers and any balances to which a promotional rate applies.

You'll pay off all interest added in a month as long as you pay at least the minimum payment. If you don't, we'll charge interest on that interest.

Non-sterling transaction charges

Transaction type	Charges added to the account with the transaction	Exchange rates for the day the transaction is converted into sterling
Purchase.	2.75% of the transaction value in sterling.	Transactions are converted by the card scheme. You can find their current rates by visiting www.visaeurope.com/making-payments/exchange-rates
Cash or cash-related payment.	2.75% of the transaction value in sterling. A 3%, or £3 minimum fee, will be charged in addition.	Transactions are converted by the card scheme. You can find their current rates by visiting www.visaeurope.com/making-payments/exchange-rates

Default charges

Reason for charge	Charge	Added to the account
Late payment.	£10	On your next statement date.
Going over the credit limit, even if we allow it.	£10	On your next statement date.
Payment returned unpaid.	£10	When your bank tells us it can't make the payment.
Enforcing repayment, including legal and tracing costs.	Our reasonable costs.	When we apply for enforcement.

We may also charge our reasonable costs for other expenses incurred as a result of you breaking this agreement. We'll add these charges to your account.

Other charges

Copy statements: £2.50

What is the total cost of credit?

APR	15.9% variable
Total amount payable	£1,296.72

When this agreement is made, we don't know how much you'll actually pay, or the cost, because this depends on how much you borrow, how quickly you repay and whether we change our interest rates or charges or other terms, such as the minimum payment amount. So, when we work out the total amount payable figure, the law requires us to assume that the credit limit is £1,200, you spend the full amount on purchases on the first day of the agreement and you repay it with interest at the standard rate for purchases in 12 equal monthly payments.

Can we change the terms of this agreement – including the cost of borrowing?



As this agreement could last a long time, we need to be able to make changes to it from time to time for the reasons set out below. As long as it is fair for us to do so, we may also make changes for reasons we cannot predict now.



There may also be times we need to make a change without giving a reason. If we do so, we'll always tell you in advance and explain how the change will affect you. You will then be able to end this agreement without cost if you don't want to accept the change.

This section explains:

- when and how we can make changes to your agreement (including these terms, the rates of interest, charges and any additional terms);
- how we'll tell you about any changes we're making; and
- what you can do if you don't want to accept the changes.

When we can make changes

We can increase or decrease interest rates and charges to take account of an actual, or reasonably expected, change in the interest rates we have to pay for example as a result of a change to the Bank of England base rate.

We can also increase or decrease our interest rates and charges and change any other terms to reflect an actual or reasonably expected change for any of the following reasons:

Reason	Example
A change in our underlying costs.	There is a change in the amount we have to pay to borrow the money we lend our customers, so we may need to change what we charge for borrowing.
A change in law, regulation, code or industry guidance that applies to us, including a requirement of a court, ombudsman or similar body, or an undertaking we give to a regulator.	We have to update our security terms because new legislation introduces tighter standards.
A change in our way of doing business, including the introduction of new technology.	We introduce additional services on card accounts, or make a change to our computer systems that means we can no longer provide a feature of your account or we need to provide it in a different way.
To do something that is for your benefit.	We make these conditions fairer or easier to understand, correct mistakes or reflect changes in technology.
To reflect any other actual or reasonably expected change that affects us if it's reasonable for us to pass the impact of the change on to you.	We introduce new measures to combat fraud or make changes to reflect developments in digital payments.

We may also make changes without a particular reason (for example, increased competition may require us to change how we provide our services and what we charge for them). If we do, we'll always explain how the change will affect you and you'll be able to end this agreement without charge if you don't want to accept the change.

We cannot change terms that we tell you are fixed, such as interest rates fixed for a set period.

Any change we make will be reasonably proportionate to the impact of the underlying change on us.

We won't make changes to cover the same cost twice.

We explain below some particular changes we may have to make.

Changing your card type

We may change your card type or issue a different card type from the one you applied for, as well as or instead of an existing card. If your card type changes, we may also change your card and account number, but the terms of this agreement won't be affected.

Changes to your credit limit

We may change the credit limit for any reason set out in these conditions. We may also change it if our assessment of your creditworthiness suggests a different credit limit may be appropriate, or to reduce the risk of fraud.

If we increase your credit limit, we'll normally tell you personally at least one month before the increased credit limit comes into effect. You can ask us to increase it sooner.

You can reject a credit limit increase or opt out of future increases by contacting us. Please also let us know if you want to reduce your credit limit at any time.

If we reduce your credit limit based on our assessment of affordability or risk or if we have reviewed credit limits generally, we'll tell you personally but not always in advance of the change. We won't reduce your credit limit to an amount below your current balance. However, if any transactions have been authorised but not yet charged to your account when we decrease your credit limit, your credit limit could be exceeded when they are charged to your account. We may then charge the relevant fee.

Changes to interest rates

If your interest rate 'tracks' another rate (such as the Bank of England base rate) this means the rate you pay will change when that rate changes, and by the same amount. We'll tell you in your statement about changes to the base rate that affect you. The new rates will apply from the date the base rate changes.

We may change a variable interest rate or the margin on a tracker rate if it's reasonable to do so in response to a change or expected change that affects us, such as:

- responding proportionately to a change or changes in:
 - (a) the rate set by the Bank of England (or any successor); or
 - (b) our costs of funding; or
- our assessment of the risk of lending to you, which includes factors that are personal to you such as how you operate your account.

How we can make changes

If we make a change that is to your advantage, we'll tell you personally before it takes effect.

For most other changes we make, we'll tell you personally at least two months before the change.

If we do this, the new terms will apply to your account automatically at the end of the notice period.

However, if you don't want to accept a change that is to your disadvantage, then, at any time up to two months from the date we tell you of the change, you can close your account without paying any extra charges or interest. If you don't do this, we'll assume you've accepted the change.



Remember, you can close your account at any time if you wish (see 'Ending this agreement' in the Additional conditions).

When will this agreement begin and end?

This agreement begins when we have opened the account linked to your card. It does not have a fixed end date but you or we can end it as explained in the Additional conditions.



Please read carefully the separate 'Using your personal information' leaflet. This explains how we use your personal information.

Can you withdraw from this agreement?

You can withdraw from this agreement, without giving a reason, by writing to us at Customer Services Manager, The Co-operative Bank p.l.c., P.O. Box 222, Unit 550, Metroplex Business Park, Broadway, Salford Quays, Manchester M50 2UE or calling us (see 'Contacting each other' in the Additional conditions). You can do this within 14 days, starting the day after we confirm that we have signed the agreement.

Within 30 days after telling us you want to withdraw, you must repay anything you have borrowed. You won't be charged interest if you repay everything during this period.

Claiming against us if you have a claim against a supplier

You may have a right to claim against us as well as the supplier if you buy goods or services costing more than £100 but not more than £30,000 using credit under this agreement. This right applies only if the goods fail to arrive or are not of satisfactory quality, or if there was a misrepresentation by the supplier regarding the goods.

However, if you have a dispute with a supplier over a transaction, you must still make payments to us while you are resolving it.

Missing payments



Failing to make payments could have severe consequences. For example, it could result in legal action against you (at your cost) to recover anything you owe under this agreement. It may also make it more difficult for you to get credit in the future.

Additional conditions

1. Contacting each other

- 1.1 If you need to update your contact details, or contact us for other reasons, you can do so in the following ways:
Call 0345 600 6000.
Visit one of our branches.
Write to Customer Services Manager, The Co-operative Bank p.l.c., P.O. Box 222, Unit 550, Metroplex Business Park, Broadway, Salford Quays, Manchester M50 2UE.
- 1.2 We'll contact you using the details you give us and may also give you notices or other information about your account in your monthly statements (paper or electronic). We'll communicate with you in English.
- 1.3 Where we refer to contacting you personally, this means that we'll contact you using an appropriate method, such as a letter, email or other electronic format (for example, by internet or text message), that uses your individual contact details.
- 1.4 We'll assume you've received any letter or other personal notice we send using your contact details within two business days after we've posted or sent it. You must tell us immediately of any change of address or other contact details. We may ask for evidence of the change.

2. Using your account

- 2.1 You, and any additional cardholder, can use the account for the following types of transaction:
- (a) To make a purchase.
 - (b) To get cash or make a cash-related payment (such as buying travellers cheques or foreign currency, placing a bet (or making other gambling payments), or buying money orders).
 - (c) To make a balance transfer by asking us to send a payment from your account to reduce or repay an amount you owe another lender.
 - (d) To make a funds transfer by asking us to send a payment from your account to a bank account in your name with us or another bank. We treat this as a cash-related payment.
- 2.2 You may apply for an additional cardholder to have a card of the same type as yours. You are responsible for the additional cardholder's use of the account, including use that makes you break this agreement. For example, if an additional cardholder makes a transaction that means you owe more than the credit limit, you'll still have to repay the full balance (and any charges). We'll cancel the additional card when you tell us to, but you should also take reasonable steps to recover and destroy the additional card. We don't have an agreement with any additional cardholder so we cannot give them information about the account.
- 2.3 You and any additional cardholder must not:
- (a) use the card or account for any illegal purpose (or allow anyone else to do so); or
 - (b) go over your credit limit.
- 2.4 When working out whether a transaction you want to make is within your credit limit, we take account of transactions we have already authorised but have not yet charged to the account. For example, if you have £150 left within your credit limit and we give a hotel authorisation for a payment of £100, we may not allow more than £50 to be spent on the account unless the hotel cancels the authorisation.
- 2.5 Some cash machines operated by other financial organisations may charge you; please check before using them.

3. How do you authorise transactions?

- 3.1 When you, or an additional cardholder, make a transaction you must authorise it before we can charge it to your account. You do this by providing the card or other payment device and using your security details (except for some low-value contactless payments, where security details aren't needed).

- 3.2 If your payment device and security details are used, we'll assume the transaction has been authorised by you or an additional cardholder. You must therefore tell us immediately if you don't recognise a transaction charged to your account and shown in your statement.



What are security details?

These are personalised details you must use to make an instruction, confirm your identity or to access any payment device such as a card (for example a password, security code, PIN or, if available, biometric data such as a fingerprint).



What is a payment device?

This means a card or other device (such as a smart phone that has your card or account details on it) you can use to make payments or access your account.

- 3.3 Sometimes we carry out additional monitoring or fraud-prevention checks (or both). If we do, we won't treat a transaction as authorised until those checks are complete.

4. How do we decide how much you can borrow?

- 4.1 We base your credit limit on our assessment of your financial circumstances, your account history, information we receive from credit reference agencies and other factors we consider relevant to your ability to repay. We'll tell you how much of your limit can be used for cash or cash-related transactions. There is a daily limit of £250 on cash withdrawals.
- 4.2 If we authorise a transaction that takes your account over its credit limit, you'll still have to pay any charges we make for going over the credit limit.

5. When will we give refunds for payments you have authorised?

- 5.1 If you give a retailer permission to take a payment or series of payments from your account, you can ask us to refund a payment if the conditions below are satisfied, provided you give us any information that we reasonably need to investigate the payment. We'll refund it to you within 10 business days of receiving the request, or of receiving the further information we have asked you for, or we'll tell you our reason for refusing the refund.
- 5.2 The conditions that need to be satisfied are:
- (a) the payment was made in the European Economic Area (EEA) and in sterling, euro or another EEA currency;
 - (b) the authorisation did not specify the amount of the payment you want us to refund;
 - (c) the amount was more than you could reasonably expect, taking into account your previous spending pattern; and
 - (d) you make the refund request within eight weeks of the date the payment was made from your account.
- 5.3 You are not entitled to a refund if you gave your consent to the transaction directly to us and the recipient notified you of the amount in writing, or in another way you agreed, at least four weeks before the due date for payment.

6. Can you stop transactions you have authorised?

- 6.1 No, but you may be able to get a refund from the retailer. If we receive instructions or a refund voucher from a retailer, we'll credit your account and apply the refund amount from the refund date.
- 6.2 If you want to cancel a regular card payment or another card payment for a future date, you must tell us before 9pm on the business day before the payment is due to be made. We also recommend that you tell the retailer or organisation that collects the payment.

7. Can we refuse to authorise a transaction or suspend your right to use your account?

- 7.1 We may refuse a transaction requested using your payment device and security details if:
- (a) there has been, or we suspect, a breach of security or misuse of your security details or a payment device;
 - (b) you have seriously or repeatedly broken these conditions;
 - (c) the proposed transaction would take you over the credit limit;
 - (d) we reasonably believe the transaction would break another term of this agreement;
 - (e) you've not provided any extra identification that we've reasonably asked for;
 - (f) we suspect fraudulent or criminal activity; or
 - (g) we reasonably believe that authorising the transaction would cause us to breach our legal or regulatory obligations.
- If this happens, we'll contact you and will explain the reasons for the refusal, unless the law or any regulation prevents us doing so.
- 7.2 If you are using a payment device (such as a card) to make a payment or withdraw cash, then the retailer – or the organisation that owns the cash machine – will tell you the transaction has been refused. For certain contactless transactions, it may not be possible to confirm at the point the card is used that the transaction has been refused.
- 7.3 We may delay a transaction for a short while if we need to check that the law allows us to make it.
- 7.4 If your card or payment is refused and we have not been able to tell you in advance, you can contact us and we'll explain the reasons for the refusal and what action you can take to correct this.

8. Making a payment to another account

- 8.1 If we let you make an electronic payment such as a balance transfer or funds transfer, we'll tell you the details we need to make the payment – usually the recipient's sort code and account number and a reference number. You cannot make a payment from your card to another credit card account with us in your name.
- 8.2 We normally process electronic payments on the business day we receive your instruction, except if you ask us to make a balance transfer or funds transfer when you apply for an account with us. If we agree to do this, we'll process the payment once we have opened your account. The payee will receive the payment no later than the end of the business day after the day we process the transaction.
- 8.3 We may not be able to make an electronic payment for you if:
- (a) the account or reference details are invalid;
 - (b) the recipient's bank does not accept Faster Payments;
 - (c) the payment amount is above the Faster Payment scheme limit; or
 - (d) we reasonably believe the transaction is fraudulent or would break a regulatory requirement.
- 8.4 If a payment goes to the wrong person or is delayed because you gave us the wrong payment details, we won't be liable but, if you ask, we'll try to recover the payment for you. We may charge our reasonable costs for doing this but we'll tell you the maximum amount you'll pay first.

9. Making repayments

- 9.1 You can contact us to set up a Direct Debit to pay either the minimum payment or the full balance each month. You can cancel Direct Debit instructions up to 9pm on the business day before the payment is due to be paid. If the payment due date falls on a weekend or bank holiday, we take the payment on the next business day.



What do we mean by business day?

When we say 'business day' in this agreement, we mean any day except Saturday, Sunday or a bank holiday in England and Wales.

- 9.2 We don't accept cash deposits or debit card payments as a payment method for credit cards. When making an electronic payment to your account, it's important you use the correct sort code, account number and card details.

10. Limiting use of your account

- 10.1 We may prevent or limit the use of your account and the use of your or an additional cardholder's card, including ending your ability to borrow more, if we think it's reasonably necessary:
- (a) to protect the security of the account;
 - (b) because we know of or suspect unauthorised or fraudulent use of your account; or
 - (c) because of a significantly increased risk that you may be unable to pay.
- 10.2 We'll contact you before or immediately after we suspend access unless the law or any regulations prevent us doing so.

11. What steps should you take to keep your account secure?

- 11.1 You must take reasonable precautions to prevent misuse of your account, any cards and your security details.
- 11.2 If you don't, we may block access to your account or additional services such as Telephone, Online or Mobile Banking. Reasonable precautions include:
- signing your card as soon as you receive it;
 - keeping your card or any other payment device and security details safe;
 - not allowing anyone else to use any payment device or security details;
 - never telling anyone (even an additional cardholder) your security details or writing them down in a way someone else may understand;
 - not choosing security details that may be easy to guess, such as your date of birth;
 - taking care when using your card or any other payment device and security details so that they are not seen or heard by anyone else;
 - keeping receipts and statements safe or destroying them safely, e.g. by shredding;
 - complying with all reasonable guidance we issue about keeping your payment device and security details safe; and
 - telling us as soon as possible of a change of name, address or other contact details.
- 11.3 If your card or security details are lost or stolen or you think someone knows them or has used or tried to use them, please tell us immediately.
- 11.4 You must provide any assistance we reasonably ask for in connection with the loss or misuse of your card or security details. We may give the police or other authorities, in the UK or (if appropriate) abroad, information about you or your account to help investigate criminal activity, or ask you to contact them yourself. We may also pass information to other banks or to those involved in processing card payments to help investigate misuse or criminal activity.

Additional security precautions for Online Banking

- 11.5 When using Online Banking we recommend that, as well as the above steps, you:
- buy and keep updated anti-virus, firewall and any other security software;
 - download security software from our website;
 - don't access your account from a public computer;
 - log off securely by using the exit link on screen. If you are disconnected during an Online Banking session, we recommend you log back in and then log off correctly;
 - don't open emails from unknown sources; and
 - don't send us any account details unless the message is encrypted.

12. Liability for losses

- 12.1 You are responsible (up to a maximum of £50) for use of a card or security details after you receive them and before you tell us they have been lost or stolen or may be misused. Otherwise, you won't generally have to pay for transactions not made by you or an additional cardholder unless we can show you gave that person your card or security details to make the transactions. You won't have to pay for any unauthorised transactions made with the card remotely, e.g. online or by phone.
- 12.2 If you are not liable for a transaction, we'll refund it and any charges and interest resulting from it. We won't have any further liability.
- 12.3 We are not responsible for cash machines we don't own, or if any person, bank, retailer or other supplier does not accept your card as payment.
- 12.4 We are not responsible for any losses caused by abnormal and unforeseeable circumstances beyond our (or our agents' and/or subcontractors') control if the consequences would have been unavoidable despite our efforts to the contrary.

13. Statements

- 13.1 We'll provide you with a statement each month if you owe us anything or your balance has changed. You can ask us for a copy statement at any time (we charge for this). Information about transactions is also available via Telephone, Online and Mobile Banking.
- 13.2 Please check your statements carefully and inform us as soon as possible if there is an item you don't recognise. We'll investigate and correct any errors.
- 13.3 If you don't receive your monthly statement or cannot access it online, please contact us. If there is a balance to pay, you have to pay us even if for some reason you have not received your statement.

14. Set-off

- 14.1 If you have money in an account with us, we may use it to repay any amount you owe us that is due for payment. We'll do this if we think it's reasonable to do so, taking into account your circumstances (including making sure you'll still have enough money to meet essential living expenses) and any regulatory requirements.



Note:

- 'we' and 'us' include our Co-operative Bank, **smile** and Britannia brands.
- Amounts owed to us and due for payment include, for example, amounts owed under a loan, credit card, mortgage or overdraft.

- 14.2 We can use our right of set-off if you have card accounts in your sole name as well as if you are the main cardholder with additional cardholder(s).
- 14.3 We can use money you have in your account even if there is a court decision against you or you are fined (including interest arising after the date of the final decision or fine), unless the court instructs us otherwise, or we are otherwise prevented by law.
- 14.4 Occasionally we receive legal instructions or notices to hold a customer's money for someone else, or to pay it to someone else. If this happens, the money we hold for the other person will be what is left after we have used our right of set-off, including any interest arising after the legal instruction or notice (unless we decide otherwise or we are prevented by law or regulation).
- 14.5 We'll write to you 14 days before we make any set-off between your accounts to let you know the date and details of the action we'll take.
- 14.6 We won't use balances on any Individual Savings Accounts (ISAs), children's savings or fixed-term deposit accounts before maturity to set off against amounts you owe.

15. Ending this agreement

- 15.1 This agreement has no fixed or minimum duration, so it continues until you or we end it.
- 15.2 You can end this agreement and close your account at any time, without giving a reason, by phoning or writing to us at Customer Services Manager, The Co-operative Bank p.l.c., P.O. Box 222, Unit 550, Metrolplex Business Park, Broadway, Salford Quays, Manchester M50 2UE.
- 15.3 We can end this agreement and close your account at any time but we'll give you at least two months' personal notice unless:
- (a) we reasonably believe you have broken this agreement seriously or persistently;
 - (b) you die, become bankrupt or are likely to become bankrupt, or enter into an Individual Voluntary Arrangement after you open an account;
 - (c) you have carried out or tried to carry out fraudulent or illegal activity on the account or any other service we operate, or we have reason to think you may do so in the future;
 - (d) we reasonably suspect that the use of the account carries an immediate financial crime or money laundering risk to us;
 - (e) you have given false or materially incomplete information when applying to open the account or to use any service, or at any time thereafter; or
 - (f) you have behaved improperly towards us or anyone providing services to us (for example, if you have threatened, abused or harassed a member of staff).
- 15.4 In these circumstances we may close your account and require you to repay immediately all amounts you owe us under this agreement in full together with any interest and charges that apply. We'll comply with all legal requirements before we do so.
- 15.5 We may add to your account any reasonable costs or expenses that we reasonably have to pay to enforce our rights. These include the cost of late-payment letters.
- 15.6 When this agreement ends you must:
- (a) repay everything you owe under the agreement, including transactions that you've authorised but aren't yet shown on the account – the agreement won't end until you do;
 - (b) continue to comply with this agreement (and we'll continue to apply interest) until you have paid everything you owe under it; and
 - (c) not try to make transactions after the agreement has ended or the account has been closed.
- You should also destroy your cards by cutting them into pieces and disposing of them.

16. What law applies to this agreement?

This agreement (and any dealings with you before the agreement) is governed by the laws of England and Wales. Any dispute that arises in relation to this agreement will be dealt with by any court in the United Kingdom, Isle of Man or Channel Islands that is able to hear the case.

17. General

- 17.1 If we relax our rights against you under this agreement on one or more occasion, this won't prevent us strictly applying our rights against you at any time.
- 17.2 We may transfer our rights or responsibilities (or both) under this agreement to any person if:
- (a) they are authorised by the Financial Conduct Authority to do regulated consumer credit business and promise to carry out all our duties and obligations under this agreement. If they do so, you agree that we'll be released from all those duties and obligations; and
 - (b) we reasonably believe they are capable of performing our responsibilities.
- Such a transfer does not affect any rights you have under this agreement.
- 17.3 You may not transfer any of your rights – including any rights you may have against us – or responsibilities under this agreement to any person.
- 17.4 You may be liable for other taxes or costs that are not paid through or by us.
- 17.5 A person who is not a party to this agreement (which includes any additional cardholder) has no right under the Contract (Rights of Third Parties) Act 1999 to enforce its terms. This means that only you have the right to enforce a term of this agreement.

- 17.6 The Financial Conduct Authority, 25 The North Colonnade, London E14 5HS is the supervisory authority under the Consumer Credit Act 1974.

18. Complaints

- 18.1 If you have a complaint please call us or write to Customer Response, The Co-operative Bank p.l.c., Ground Floor, Miller Street, Manchester M60 0AL. We'll send you a written acknowledgement within five business days and keep you informed of our progress until your complaint has been resolved. We'll do everything we can to sort out the problem.
- 18.2 If you still remain dissatisfied you may be entitled to refer your complaint to the Financial Ombudsman Service, by writing to them at: Financial Ombudsman Service, Exchange Tower, London E14 9SR, calling them on: 0800 023 4567 or 0300 123 9123, by email at complaint.info@financial-ombudsman.org.uk or visiting their website at www.financial-ombudsman.org.uk
- 18.3 If you purchased your card account online you may also have the option to refer your complaint to the Financial Ombudsman Service using the Online Dispute Resolution platform. The platform has been established by the European Commission to provide an online tool for consumers to resolve disputes about goods and services purchased online. The platform can be found at <http://ec.europa.eu/consumers/odr/>

19. Payment protection insurance that you hold with us

If we have arranged payment protection insurance for you in relation to your card account and the provider stops providing that insurance, your policy will end automatically. You agree that if this happens, we'll arrange a new policy of the same kind with another insurer. We'll do this as your agent. By continuing this agreement, you are asking us to do this but you can ask us not to at any time (please do this in writing). If we arrange a new policy for you, we'll tell you personally and will give you the terms of the new policy in advance. If you don't want it, you can tell us in writing before it starts. You can't ask us to stop a policy that has started before we receive your notice, but you may be able to cancel or end it anyway, under the insurance agreement itself.

20. Credit intermediary details

If you applied for your credit card through someone else, they may have acted as your credit intermediary. The credit intermediaries we use are:

Name	Address
MoneySuperMarket.com	MoneySuperMarket Limited MoneySuperMarket House, Saint David's Park, Ewloe, Chester CH5 3UZ.
MoneySavingExpert.com	Moneysavingexpert.com Limited 19-22 Rathbone Place, London W1T 1HY.
Quidco	Maple Syrup Media Ltd 76-80 Great Eastern Street, London EC2A 3JL.
TopCashBack	TopCashBack Limited Temeraire House, Nelson Court, Staffordshire Technology Park, Stafford, Staffordshire ST18 0WQ.
Uswitch	Uswitch Limited Notcutt House, 36 Southwark Bridge Road, London SE1 9EU.

Please call 03457 212 212* 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 08/2016.