

# The co-operative bank

Here for you for life

## Cashminder Terms and Conditions

Please read and keep your Cashminder account terms and conditions (conditions) in a safe place. These conditions, together with information in the "Welcome Guide" and our "Account Charges leaflet", form the agreement between you, the account holder, and us, The Co-operative Bank p.l.c. Altogether, they set out the features of the Cashminder account, they tell you how your Cashminder account works and what your and our responsibilities are once you open a Cashminder account with us.

"We", "us" or "our" means The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP. You can contact us on 08457 212 212 or by writing to Customer Services Manager, The Co-operative Bank p.l.c., Delf House, Skelmersdale WN8 6GH.

Where there is reference in these conditions to 'Business Day', that means any day other than Saturday, Sunday or a Bank Holiday in England and Wales.

Where there is reference in these conditions to 'Close of Business', details of this can be found in your Welcome Guide, from any Co-operative Bank branch, via telephone banking or the internet.

Where there is reference in these conditions to 'Unique Identifier', that means the required information to identify a bank account. For accounts in the United Kingdom this is the account number and sort code. For overseas accounts this is the International Bank Account Number (IBAN) and Bank Identifier Code (BIC).

If you ask us at any time during the life of this agreement we will provide you with the information contained in this agreement.

As required by law, please note any terms and conditions of your account and all information, statements and notifications will be in English and we will communicate with you in English.

The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP. Registered in England and Wales No. 990937. The Co-operative Bank 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.

### 1. Your Account

- 1.1 To open an account you must be a UK resident aged 16 or over.
- 1.2 We can refuse:
  - your application to open an account
  - your request to add someone to your account so that they become a joint account holder or additional account holder
  - to accept a payment into your account.
- 1.3 You can only use your account as a personal account. You must not use it as a club, charity, sole trader, company, partnership or other kind of business account or for any business purposes. Failure to comply with this requirement may lead to the bank giving you notice to close your account in accordance with condition 19.2.
- 1.4 You can allow another person to deal with your account. If you want to do this we will require you to sign a document called a third-party mandate, permitting such person to deal with your account. You can also appoint an attorney under a power of attorney.

This legal document allows another person to act for you when you are not able to. If you allow another person to deal with your account they must do so in accordance with these conditions and you will be responsible for their actions or omissions as if they were your own.

- 1.5 You may open a joint account, all account holders must comply with these conditions. Please see condition 18 relating to joint accounts.
- 1.6 The currency of the account will be Sterling.
- 1.7 You must provide us with satisfactory information and/or evidence in order for us to verify your name and address in order to meet regulatory requirements. We can at any time, without notice, restrict the amount that can be paid into your account or refuse a payment into any account if we have contacted you to provide us with additional identification which has not been provided where it is reasonable for us to do so.

### 2. Cheques

#### Paying a cheque into your account

- 2.1 When you pay a cheque into your account you will have to wait a maximum of four Business Days after the Business Day it has been paid in before you can withdraw the money. If you pay a cheque into your account via a Post Office® the payment into your account will be delayed by up to two Business Days and, therefore, you will have to wait a maximum of six Business Days after the Business Day it has been paid in before you can withdraw the money.
- 2.2 A cheque paid into your account may be returned unpaid. If this happens we will tell you and the amount may be taken from your account. We may ask for payment again from the bank of the person who issued the cheque or return it to you. If you withdraw some or all of the amount of a cheque which is later returned unpaid and this withdrawal or the unpaid cheque causes your account to go overdrawn, this will be considered an informal request to access our overdraft services in accordance with condition 13. You can assume that at the end of six Business Days, the cheque is cleared. After this time you are protected from any loss if the cheque is subsequently returned unpaid, unless it is found to be fraudulent or you are a knowing party to fraud.

### 3. Cash

- 3.1 When you pay cash into your account at any of our branch counters or with your card at a Post Office® the money will be available immediately after we receive it, provided the payment in is made before 4.30pm. Cash paid in after 4.30pm will be credited to your account the next Business Day. Earlier cut-off times may apply to cash being paid in at branches inside Co-operative Food stores, and these will be on display within the branch.
- 3.2 You may withdraw cash from your account by using your card at a cash machine displaying the LINK or VISA symbol, the Post Office® or at any of our branches or a branch of any other bank which is authorised by Visa.
- 3.3 We will charge you a Cash Fee, the amount of which is set out in our Account Charges leaflet, if:
  - you withdraw cash over the counter at a branch of any other bank in the United Kingdom which is authorised by Visa, or
  - you withdraw cash or purchase travellers cheques outside of the United Kingdom (whether in Sterling or another currency).The purchase of foreign currency or travellers cheques from us in the UK is not subject to a Cash Fee. If you make a withdrawal from a cash machine that is not owned by us you may be charged an additional fee by the owner of that cash machine. You should be told of the charge before you make the withdrawal.
- 3.4 In addition to any Cash Fee we charge, if you withdraw cash or purchase travellers cheques in a currency other than Sterling we will charge you a non-Sterling transaction fee, as set out in our Account Charges leaflet.
- 3.5 If you withdraw cash in a currency other than Sterling it will be converted into Sterling before it is debited from your account. The conversion will take place on the day it is processed by Visa using the Visa scheme exchange rate which is available at [www.visaeurope.com](http://www.visaeurope.com). The rate may be different to the rate when the transaction took place as exchange rates vary daily.
- 3.6 We are not responsible for cash machines which are not owned by us.

### 4. Electronic Payments into your Account

- 4.1 We accept the following electronic payments into your account:
  - BACS, Direct Debits and standing orders
  - Faster Payments
  - CHAPS
  - overseas payments.
- 4.2 Payments will be credited to your account immediately after we receive them, provided they are received by us before Close of Business on a Business Day, otherwise they will be credited to your account the next Business Day. To enable money to be sent to your account you must provide the sender with your Unique Identifier (account number and sort code for UK payments or IBAN and BIC for overseas payments). This information is provided on your account statement, or by you accessing your account through telephone and internet banking.
- 4.3 In deciding which account is to be credited with monies we receive, we will use and rely on ONLY the Unique Identifier. It is your responsibility to ensure that the sender has the correct information. If the Unique Identifier is wrong we will not be responsible to you or the sender for failure to credit your account or any resulting loss of funds. This applies even if the sender also supplies other information such as your name.
- 4.4 If a payment is fraudulently or mistakenly paid into your account, the amount of the payment will subsequently be removed from your account. This may be the case even if you have used all or part of the money. If removal of the payment from your account would make your account go overdrawn, this will be considered an informal request to access our overdraft services in accordance with condition 13.
- 4.5 If you or the sender ask us to assist in recovering funds where an incorrect Unique Identifier has been used, we will use our reasonable efforts to do so and may charge you our reasonable costs for this.

- 4.7 If we receive monies for your account in a currency other than Sterling, we will:
  - convert the amount received into Sterling using The Co-operative Bank rate of exchange which applies when we make the conversion.For further information on The Co-operative Bank rate please contact us on 08457 212 212. (The conversion rate may not be the same as when the monies were sent, as rates will vary).
- take from the Sterling amount the charges for this service as set out in our Account Charges leaflet
- credit the Sterling amount (less applicable charges) to your account immediately after we receive them. Please see condition 4.2.

### 5. Electronic Payments out of your Account

- 5.1 We will make a payment out of your account if:
    - you authorise us in accordance with these conditions
    - there is available money in your account by way of cleared funds.
  - 5.2 We can make the following electronic payments out of your account:
    - Direct Debits
    - Standing Orders
    - Bill Payments
    - Funds Transfers.When you tell us to make a payment in Sterling to a recipient in the UK, and provided you tell us before Close of Business on a Business Day, the maximum time it will take to reach the recipient's bank will be the end of the next Business Day following the day the instruction was received. Where possible we will use the Faster Payments system, meaning the funds will, in most cases, be available in the recipient's account within two hours.
  - 5.3 There may be occasions when we are unable to make a payment on your behalf, these include:
    - the account details or reference details provided are incorrect
    - the recipient's bank does not yet accept Faster Payments
    - the payment you instruct us to make is above the Faster Payment scheme limit
    - you do not have available money in your account by way of cleared funds as described in condition 8 below.You will be notified at the time of request, either by telephone, in branch or via internet banking that the payment cannot be made and the reason for this. If you are not in attendance at the time of your request (e.g. Standing Order) we will notify you either in writing or by contacting you by telephone.
  - 5.4 Where a Faster Payment cannot be made we will offer you alternative payment arrangements such as CHAPS. There will be a charge for this service, details of which are set out in our Account Charges leaflet. If alternative payment arrangements are not available or you do not wish to send your payments via CHAPS we will not be able to make the payment electronically. For information on Faster Payments financial limits please see internet banking, in branch or contact us on 08457 212 212 for further details.
  - 5.5 Except for Direct Debits, if you request a payment to be made at a future date (for example by Standing Order) the date you request that the payment be made (or, if it is not a Business Day, the next Business Day) will be treated as the date on which you give us instructions to make the payment.
  - 5.6 The payment will be deducted from your account immediately on the due date but can be reversed, for example, if we suspect error or fraud.
  - 5.7 You can authorise us to make a funds transfer between current and savings accounts held with us which will be available to draw on the same Business Day, provided the instruction is before 9pm. This can be either by telephone or internet banking for which the Close of Business is 9pm.
  - 5.8 Our charges for electronic payments are set out in our Account Charges leaflet.
  - 5.9 To make a payment in the United Kingdom you must provide us with the correct Unique Identifier of the recipient's account.
  - 5.10 In making the payment we use ONLY the Unique Identifier. It is your responsibility to ensure that you give us the correct information. If the Unique Identifier is wrong we will not be responsible to you or the intended recipient for failure to credit the intended recipient's account or any resulting loss of funds. This applies even if you also supply other information such as the intended recipient's name.
  - 5.11 If you or the intended recipient ask us to assist in tracking or recovering funds sent using an incorrect Unique Identifier, we will use our reasonable efforts to do so and may charge you our reasonable costs for this.
  - 5.12 Instructions can be given to us using telephone or internet banking or personally at a branch counter, complying with the security requirements at condition 11 and providing to us the required information. By doing so you will have given to us your consent for making the payment which may only be withdrawn in accordance with conditions 5.15 and 5.16.
  - 5.13 For your protection there may be a delay in us carrying out your payment instructions while monitoring and/or fraud prevention checks take place.
  - 5.14 Unless you have requested a payment to be made on a future date, or you have given us your payment instruction after Close of Business on a Business Day, the payment instruction will be regarded as having been received by us at the time you give it, and therefore you will not be able to cancel it after that time.
  - 5.15 If you make a payment instruction after the Close of Business on a Business Day, or on a day that is not a Business Day, the time of receipt will be the next Business Day or, for future dated payments, the date stated for the payment to be made. You may cancel such payments at any time before 9pm on the Business Day before payment is due to be made.
  - 5.16 In exceptional circumstances it may be possible for us to stop or cancel a payment even after the time of receipt provided:
    - the amount has not already been deducted from your account
    - we have not told the payee or their bank that it will be paid
    - it is not a cash or card payment.
  - 5.17 For Standing Orders set up from your Cashminder account which is then subsequently switched to a new account, we will automatically update your mandate so the payment continues for the new account for the same value and frequency you have previously agreed without contacting you for your consent.
  - 5.18 We may be compelled by law to make payments to a third party (e.g. a Child Support Agency deduction order) or take other action in relation to your account (e.g. freezing funds). Where possible we will tell you when this happens.
- ### 6. Sending Payments Overseas
- 6.1 You may send payments to an account within the European Economic Area (EEA) in Sterling, Euro or the currency of the state where the account is held. When you tell us before Close of Business to send a payment the maximum time it will take to reach the recipient bank will be as follows:
    - for payments in Euro, the next Business Day following the day we receive your instruction
    - for payments in other EEA currency, four Business Days following the day we receive your instructions
    - for payments in other non EEA currencies (e.g. dollars) please contact us on 08457 212 212 for details.
  - 6.2 Instructions for overseas payments that are not in Sterling can be made by contacting us on 08457 558 888 for further details.
  - 6.3 If you instruct us to make a payment in a currency other than Sterling, when the payment is processed we will:
    - convert the amount to be paid into the required currency using The Co-operative Bank rate of exchange which applies when we make the conversion. For further information on The Co-operative Bank rate please contact us on 08457 212 212 (the conversion rate may not be the same as when the instructions are received, as rates will vary)
    - apply a charge for this service as set out in our Account Charges leaflet
    - take the Sterling amount and the applicable charges from your account.If you instruct us to make a payment overseas in a foreign currency, then we may agree with you a fixed exchange rate for the conversion of that payment from Sterling. If we do agree a fixed exchange rate with you then you must ensure that there is available money in your account 48 hours before the payment is due to be made. If you decide to cancel your overseas payment during this time please tell us as soon as possible on 08457 558 888. If you have agreed a rate of exchange with us to sell the currency to you, we will reverse the foreign exchange transaction, using The Co-operative Bank rate of exchange applicable at the time of cancellation, which may result in an exchange difference which will be debited or credited to your account.
  - 6.4 To make an overseas payment you must provide us with the correct Unique Identifier (International Bank Account Number (IBAN) and Bank Identifier Code (BIC) for the recipient's account). In making the payment we only use the Unique Identifier. It is your responsibility to ensure that you give us the correct information. Please see conditions 5.10 and 5.11.

## 7. Direct Debits and Regular Card Payments

- 7.1 You may authorise Direct Debits to be made from your account. Direct Debits are made at the request of another person who either directly or through their bank participates in the Direct Debit scheme. To use this service you will be asked to provide a Direct Debit mandate in that person's favour. You agree we may pay the amount requested under Direct Debit even though the amount was not known or specified at the time you gave the authorisation and the amount of each payment varies.
- 7.2 Each time a payment is due to be made by Direct Debit you agree that it will be a payment instruction to make the payment on the relevant future date referred to in the Direct Debit mandate, but if that date is not a Business Day, the date for payment will be the next Business Day. The time of receipt of the payment instruction will be the Business Day prior to the day on which the payment is to be made.
- 7.3 If you want to cancel a Direct Debit tell us on 08457 212 212 before 9pm the Business Day before the payment is due to be paid. We recommend you also tell the person or organisation that collects a Direct Debit payment that you have cancelled it. You may not be able to cancel any particular payment after the time of receipt of the payment instruction.
- 7.4 For payments requested by third parties under the United Kingdom Direct Debit Scheme, we will provide refunds for any error in accordance with the terms of the Direct Debit Guarantee (set out on the Direct Debit form or Direct Debit confirmation).

## 8. Our Right to Refuse to Make a Payment

- 8.1 In addition to our rights to refuse to make a payment out of your account in conditions 5.3, 10.14, 10.15, 10.17 and 21 we may refuse to make a payment out of your account if:
- a payment exceeds a particular value
  - we suspect fraudulent activity as part of our monitoring for fraud prevention purposes
  - there has been or we suspect a breach of security or your account or security details have been misused
  - you do not have available money (by way of cleared funds in your account by 4.30pm on the Business Day) to cover payments that are due to be made, have been agreed or have been authorised from your account regardless of whether or not they have yet been deducted
  - the account details or reference details provided are incorrect
  - you are seriously or repeatedly in breach of these conditions
  - if we have contacted you to provide us with additional identification which has not been provided, where it is reasonable for us to do so.

This may include access to your account including telephone and internet banking being blocked. If we refuse to make a payment we will notify you either in writing or by contacting you by telephone. We may make a charge for refusing to make the payment (other than where the recipient's bank does not accept Faster Payments) as set out in our Account Charges leaflet.

- 8.2 If your request for a cash withdrawal or payment to be made is refused by us or access to your account is blocked or suspended, then please telephone us on 08457 212 212. We will explain the reasons for the refusal or suspension and what action you may be able to take to correct this.

## 9. Unauthorised or Incorrectly Executed Payments

- 9.1 You must tell us without undue delay and in any event within 13 months after the date the transaction was taken from your account, on becoming aware of any unauthorised or incorrectly executed payment transaction by telephoning us on 08457 212 212.
- 9.2 Where you have agreed that another person can take a payment from your account, you can ask for a refund of the payment where the following conditions are satisfied. We may ask you to provide information which is reasonably necessary for us to investigate the payment. We will refund the payment to you within 10 Business Days of receiving the request, or of receiving any further information we have requested, or we will inform you of our reason for refusing to make the refund. The conditions that need to be satisfied are:
- (a) the payment was made in the EEA
  - (b) the authorisation did not specify the amount of each payment
  - (c) the amount paid exceeded what you could reasonably expect taking into account your previous spending pattern and
  - (d) you make the refund request within eight weeks of the date when the payment was made from your account.
- 9.3 Your right to a refund will not apply if you gave your consent to the payment transaction directly to us and the recipient notified you of the amount in writing or by email or other manner agreed by you four weeks before the due date for payment.
- 9.4 This condition 9 applies to payments in Sterling, Euro or the currency of the state within the EEA.

## 10. Debit Card

- 10.1 We will issue you (or each of you in the case of a joint account) with a card and PIN (Personal Identification Number) to use as part of your account in accordance with these conditions. You may use your card to:
- withdraw cash from a cash machine
  - purchase goods or services from a retailer or other supplier.
- 10.2 You must not disclose your PIN to anyone.
- 10.3 For security and fraud prevention we may impose spending limits on the use of your card for cash withdrawals, irrespective of cleared funds in your account.
- 10.4 You must not use your card
- after the end of the month it expires
  - after we have asked you to return it to us in accordance with these conditions
  - after its use is blocked or suspended or your account is closed in accordance with these conditions.

## Card Payments

- 10.5 To give your consent to make a card payment from your account, we will require you to either:
- use your card and enter details of your pin into a keypad
  - enter your card details via the internet
  - provide your card details over the phone
  - use your card and provide a signature
  - use your card and a card reader, or
  - to use such other security measures as we reasonably require.
- 10.6 After you have given your consent to a card payment the organisation due to receive the payment will request us to authorise it. If we authorise it we promise to pay the funds to the merchant. We will normally authorise the payment unless we decide to refuse to make the payment for one of the reasons set out in these terms and conditions. The recipient may request authorisation of the payment several days prior to the payment being due and this will particularly be the case for regular card payments and other payments which are due to be paid at a future date. If we authorise a payment we will immediately reduce the amount available on the account by the amount of the transaction, even before the transaction has been taken from the account.
- 10.7 You may use your card for regular card payments without you having to use your card on each occasion that payment is to be made, e.g. a monthly payment to a retailer.
- 10.8 You agree we may pay the amount requested for a regular card payment even though the amount was not known or specified at the time you gave authorisation and the amount of each payment varies.
- 10.9 Each time a regular card payment is due you agree that it will be a payment instruction to make the payment on the relevant future date specified to us by the retailer, but if that date is not a Business Day, the date for payment will be the next Business Day. The time of receipt of the payment instruction will be the Business Day prior to the day on which the payment is to be made.
- 10.10 We will charge you a non-Sterling transaction fee for transactions in currencies other than Sterling as set out in our Account Charges leaflet. This is in addition to any Cash Fee we may charge in accordance with condition 3.3.
- 10.11 Transactions made in currencies other than Sterling will be converted into Sterling before they are debited or credited to your account.
- The conversion will take place on the day it is processed by Visa using the Visa scheme exchange rate which is available at [www.visaeurope.com](http://www.visaeurope.com). This rate may be different to the rate when the transaction took place as exchange rates vary daily.

## Stopping and the Refusal of Card Payments

- 10.12 Subject to condition 10.13 you cannot stop a card payment. You may get a refund from the retailer.
- 10.13 If you want to cancel a regular card payment or any other card payment for a future date you must tell us before 9pm the day before we have given the promise to pay funds to the organisation receiving the payment, by telephoning 08457 212 212. We explain in condition 10.6 when we will make that promise to the recipient which may be several days before the payment is due to be made. We also recommend that you tell the retailer or organisation that collects the payment. We cannot cancel payments which have already been authorised but will cancel any subsequent payments under that authority. We are unable to stop any subsequent payments debiting your account, however we will treat the payment as unauthorised and provide you with an immediate refund.
- 10.14 We may refuse to make or authorise a card payment if you do not have cleared funds in your account. If this happens please telephone us on 08457 212 212 and we will explain the reasons for the refusal and what action you may be able to take to correct this.
- 10.15 We may refuse to authorise a payment if we consider that your card or account has been or is likely to be misused, or for fraud prevention. For decision making and card misuse purposes we may refer an authorisation request back to the retailer or supplier for further information. This may require you to provide further identification. This may also be done on a random basis for fraud prevention purposes. If this happens please telephone us on 08457 212 212 and we will explain the reasons for the refusal and what action you may be able to take to correct this.
- 10.16 We will register you with a service called Verified by Visa to help reduce fraud. Then, if you pay for goods or services ordered on the internet using your card and the retailer or supplier participates in Verified by Visa you will need to use the service. If you do not use the service, we may not authorise further internet transactions with participating retailers and suppliers.

- 10.17 We may stop or suspend the use of your card for the following reasons:

- when you make excessive informal overdraft requests
  - where we have good reason to suspect there may be fraudulent activity on your account.
- We will give you prior notice, by telephone or letter, unless we have a good reason for not doing so, e.g. we consider your card or account has been or is likely to be misused.

## 11. Security

- 11.1 You must take all reasonable security precautions to prevent misuse of your account, any cards and your customer security details (this can include PINs, account and card details, and other security details which can include security codes, passwords or secure personal information which allow you to access your account, including internet and telephone banking). Failure to take reasonable security precautions may result in access to your account, or additional services such as telephone or internet banking, being blocked.

Reasonable security precautions can include:

- signing your card as soon as you receive it
- keeping your card apart from your PIN
- keeping your card safe and not allowing anyone else to use your card, PIN or other security details
- not disclosing your cards or security details except when using your card or making payments or registering or resetting your security details to use internet or telephone banking
- destroying the PIN advice immediately
- never disclosing or writing down your PIN or security details in any way that can be understood by someone else, including a joint account holder
- not choosing a PIN or security details which may be easy to guess
- ensuring no one hears or sees you when you are using your security details or PIN
- keeping receipts and statements safe and destroying them safely, e.g. by shredding
- complying with all reasonable instructions we issue regarding keeping your card, PIN and security details safe
- telling us as soon as possible of a change of name, address or other contact details so that correspondence or replacement cards do not get into the wrong hands
- exiting internet banking when leaving a computer terminal unattended.

Additional security requirements are contained for internet banking in condition 17.6.

- 11.2 If your cards, PIN or security details are lost or stolen or you think someone knows them or has used or tried to use them you must tell us immediately you are aware by telephoning us on 0845 600 6000.
- 11.3 We will ask you to co-operate with us by providing information or other assistance in connection with the loss or misuse of your card, PIN or security details. We may also give the police information about you or your account which we consider relevant to assist with any investigation of criminal activity. In some instances we may ask you to contact the police in connection with suspicious or criminal activity on your account.
- 11.4 If you find your card after reporting it lost or stolen or you think someone has used or tried to use it you must not use it. You must destroy it as appropriate, by cutting it into pieces and/or returning it to us at The Co-operative Bank p.l.c., Delf House, Skelmersdale WN8 6GH.

## 12. Liability

- 12.1 The maximum you will have to pay us if your card, PIN or security details are used without your permission is £50. If they are used with your permission or as a result of you acting fraudulently or without reasonable security precautions (see condition 11.1), or if you have deliberately or with gross negligence failed to inform us without undue delay of the loss, theft, misuse or suspected misuse of your card or any of your personal security details you may have to repay all losses.
- 12.2 You will not be responsible (unless you have acted fraudulently) for any losses for use of your card or your secure personal information after you have informed us, in the manner set out in condition 11.2, of their loss, theft, misuse or suspected misuse.
- 12.3 We are responsible to you for the correct execution of your payment instructions unless we can show that the recipient bank did receive the funds. On your request we will make immediate efforts to trace the funds and tell you of the outcome. If we have made an error we will without undue delay restore your account to the state it would have been had the error not taken place.
- 12.4 If we fail to credit your account with funds intended to be paid to you and which we receive with the correct Unique Identifier we will immediately make the amount available to you including, where applicable, crediting your account with the amount of those funds.
- 12.5 Provided you have notified us as required by condition 9.1 and we cannot show that the payment transaction was authorised, we will immediately refund the amount of the payment transaction to you and, if applicable, restore the account to the state it would have been in, had the unauthorised payment transaction not taken place. If you notify us before Close of Business, which for these purposes is 3.30pm on a Business Day, the amount will be refunded to you the same day; if you notify us after 3.30pm, you will be refunded the next Business Day.

## 13. Overdraft Services

- 13.1 We do not offer formal overdraft services on this account but if you request a payment where you do not have sufficient funds available on your account and our systems allow it to be paid we will not charge you even if the payment causes you to overdraw your account. If we do not make the payment we can charge you an unpaid item fee. Details can be found in our Account Charges leaflet.
- 13.2 If you do overdraw your account you agree to immediately pay into your account enough money to bring your account into credit.
- 13.3 You are personally responsible for any money you owe us, whether this is as a result of your own actions or someone authorised by you. If you have a joint account all of you together and individually are responsible for any money owed to us on a joint account. We can demand payment from all or any of you.

## 14. Charges

- 14.1 When you open an account, we will give you our Account Charges leaflet, which forms part of these conditions. This includes details of interest rates and the charges for our services. You can also find out about these charges on our website, by telephoning us on 08457 212 212 or asking staff in our branches.
- 14.2 We may vary our charges in accordance with condition 20.

## 15. Interest

- 15.1 Unless otherwise stated in these conditions, if your account is interest bearing, interest will be calculated from the day we receive cleared funds for payment into your account. We will calculate interest on a daily basis on available money in your account.
- 15.2 Interest rate details are available in our Account Charges leaflet, in branch or via telephone and internet banking.
- 15.3 We may vary interest rates in accordance with condition 20.

## 16. Statements

- 16.1 We will send you a statement at least every 25 transactions or annually, whichever comes first, showing the balance on your account, details to enable you to identify each transaction, the date and amount of the transaction, details of the sender/recipient of a transaction, a reference for the transaction and any charges. These details are also available on request at least monthly via telephone banking on 08457 212 212 and will be provided in writing. A monthly statement is also available. If you have a joint account you will receive only one statement.
- 16.2 Please ensure you check your statement and tell us as soon as possible if there is an item you do not recognise. We will investigate in the manner set out in condition 9.
- 16.3 We can make available to you any further information which we hold in relation to any transaction on your account and this can be requested by you contacting us via telephone banking on 08457 212 212.
- 16.4 We may charge you for providing duplicate statements or other information in relation to transactions on your account. Our charges are set out in our Account Charges leaflet.

## 17. Telephone and Internet Banking

- 17.1 You can use telephone and internet banking to transact upon your account or a joint account or the account of someone which you have been authorised by the account holder to operate, e.g. because they have signed a third party mandate or you have been granted a power of attorney. Use of telephone and internet banking is in accordance with these conditions and you will need to register a security code and secure personal information to use these services.
- 17.2 You can contact us on 08457 212 212. Lines are open 24 hours a day, 7 days a week, apart from Christmas Day. Our automated service is available 24 hours a day. Calls may be recorded and/or monitored to enhance security, resolve complaints, improve customer service and for staff training purposes.
- 17.3 To access telephone and internet banking we will ask you for account details, two digits of your security code and part of your secure personal information. For some internet instructions you may be asked to use your card and a card reader. Where we require you to use your card and card reader, we will not be able to carry out your instructions if you do not use the card and card reader.
- 17.4 If we are satisfied our security procedures have been met we can act on your instructions, including making payments from your account, even if these instructions were not given by you or with your authority. Please see condition 5 for details.
- 17.5 To use The Co-operative internet banking you need to have Cookies enabled. "Cookies" are small files stored on a computer's hard drive. Cookies are generally harmless and are used for a number of purposes. There are also different types of Cookies, such as persistent Cookies or session Cookies. Our session Cookies are used to recognise or authenticate a user so that they can receive a more consistent experience on our website. We use persistent Cookies to identify the link you used to find our website, check which browser you use so we can ensure our website and service works well for your computer and to monitor traffic on our website. We may use Cookies in our emails to track how you interact with the emails. In some circumstances, if you do not want to accept Cookies from websites other than us you can set up a trusted site. This means you can switch Cookies on for us but off for other websites. For assistance in how to do this, contact our technical helpdesk at [ibis@co-operativebank.co.uk](mailto:ibis@co-operativebank.co.uk) or 0870 600 0328. You may also choose to not allow Cookies on your computer, which you can do in your internet browser's settings. Please bear in mind this may result in your inability to use internet banking, or a reduced user experience on our websites. You can always find a more detailed guidance on our websites.

- 17.6 In addition to the reasonable security precautions in condition 11, when using internet banking, we recommend:
- you purchase anti-virus software and take regular updates
  - you purchase personal firewall software
  - you do not access your account from a computer in a public place
  - you log off using the exit link on screen
  - you log back in and then log off correctly if you are disconnected from your internet service provider during an internet banking session
  - you do not open emails from unknown sources
  - you install any new security updates from your browser supplier
  - you do not send any account details to us by a message which is not encrypted.
- 17.7 The card reader we may provide to you to access internet banking remains our property. If you lose, damage or need another card reader you can ask us for another by contacting us at The Co-operative Bank p.l.c., Delf House, Skelmersdale WN8 6GH or on 08457 212 212.
- 17.8 The speed of or lack of interruption in relation to internet banking is not guaranteed.

## 18. Joint Accounts

- 18.1 You may open an account jointly with one other person. You may add additional joint account holders once an account is open, but no more than four people may have a joint account.
- 18.2 Other than as set out in condition 18.7 we will not agree to the account being operated on the basis of all account holders having to agree to the operation of the account, e.g. for any payment or withdrawal authority.
- 18.3 We may accept and act on instructions provided by one of you by telephone, internet, in writing or otherwise. We will treat each person as being entitled to all of the money in the account without any concern as to any arrangements or division of ownership of any monies in the account. A relationship breakdown could have an adverse effect on your finances.
- 18.4 We may issue a card to all or any of you.
- 18.5 We may deduct from the account all amounts which any of you authorises us to pay. This applies whether the account is in credit or overdrawn.
- 18.6 Each joint account holder will be jointly and severally responsible to us for any debts which may arise on the account. This means you are all responsible individually as well as together for the full amount due to us. This includes amounts you did not know about or disapproved of.
- 18.7 If any joint account holder tells us of a dispute between any of you we may stop or suspend the account and any cheques, payments or withdrawals made before we are told of the dispute may still be paid. Any further payments or withdrawals will need the authority of all joint account holders. Use of additional services, such as telephone or internet banking, may be suspended. We may also ask for the return of your cards and unused cheques.
- 18.8 If one of you dies, the survivor may continue to operate the account.

## 19. Duration/Closing or Cancelling your Account

- 19.1 This agreement does not have a fixed or minimum duration.
- 19.2 You can end this agreement and close your account by phoning us on 08457 212 212 or writing to us at The Co-operative Bank p.l.c., P.O. Box 200, Delf House, Skelmersdale WN8 6GH or in a Co-operative Bank branch. We can end this agreement and close your account at any time but we will give you at least two months' notice unless there are serious circumstances (e.g. where you seriously or repeatedly break this agreement including if we reasonably consider that you may have been engaged in fraud or other financial crime) which in our reasonable opinion justify us closing your account with less notice.
- 19.3 When you or we close your account we will pay to you any money credited to your account and you must repay us any money owed to us including payments we have made after closure and any interest and charges you have incurred.
- 19.4 For 14 calendar days after the date you have received your welcome letter or the account is opened, whichever is the latter, you have a right to cancel and close your account without giving any reason. You can do this by phoning us on 08457 212 212 or writing to us at The Co-operative Bank p.l.c., P.O. Box 200, Delf House, Skelmersdale WN8 6GH or in a Co-operative Bank branch.
- 19.5 When you cancel your account:
- we will pay to you any money credited to your account and if applicable any interest earned within 30 calendar days of cancellation
  - we will refund any account subscription charge
  - you must repay to us any money owed to us for any other services and interest charges you have incurred
  - you must repay to us any money owed to us including payments we have had to pay after cancellation.
- 19.6 In the event of death of a sole account holder we may require a grant of probate or letters of administration before releasing any monies in your account to your executors or personal representatives.

## 20. Changes

### Changes to our Service or These Conditions

- 20.1 We may make changes to the services or conditions of this account and we may introduce new services or conditions. Changes may be to the services or these conditions for the following reasons:
- to make these conditions easier to understand or fairer to you
  - to correct mistakes, ambiguities, inaccuracies or omissions where it is reasonable to do so or as a result of customer feedback
  - to make improvements to the services we provide which are of benefit to you
  - to reflect changes in security design or technology at no increased cost to you
  - to respond to changes in the law, codes of practice, industry-wide fraud prevention practices, court or ombudsman decisions or new regulatory requirements or practice
  - to take account of any change in our ownership or to reflect a reorganisation of our business as a result of it being acquired or merging with another bank or organisation to make sure that our customers and the customers of the other organisation are treated in a similar way if they have a similar product
  - if we reasonably believe the change is necessary in the interests of our business as a whole, for example to maintain our financial strength in the interests of all our customers.
- If we make changes to our payment services or conditions relating to those payment services (including conditions 3 to 12, 14 to 17, 19, 20, 21.3, 21.5 and 21.6) for the reasons listed above, we will tell you of any change by personal notice at least two months before we make the change. Personal notice can include post or email communication. The new service or conditions will apply to your account automatically. However, if you do not agree to such a change you can, at any time up to two months from the date we tell you of the change, switch your account or close it immediately without paying any extra charges or interest. If you do not switch or close your account you will be deemed to have accepted the change. Remember you can close your account at any time if you wish (see condition 19). For all other changes to our services or conditions for the reasons listed above:
- where the change is more favourable to you we will tell you of any change within 30 days of the change being made in national press advertisements, statement messages or statement inserts. The change will apply to your account automatically from the date of the change
  - where the change we make is not favourable to you we will tell you of any change by personal notice at least 30 days before we make the change. The new service or conditions will apply to your account automatically. However, if you do not agree to such a change you can, at any time up to 60 days from the date we tell you of the change switch your account or close it without paying any extra charges or interest. If you do not switch or close your account you will be deemed to have accepted the change. Remember you can close your account at any time if you want (see condition 19).

### Changes to our Charges

- 20.2 In addition to the reasons listed above we can make changes to the charges applicable to the account or introduce new charges for the following additional reasons:
- to respond to reasonable cost increases or reductions associated with providing the particular services to you
  - to reflect the introduction of new services or facilities in connection with an account.
- If we make changes to our payment services charges (including any charges detailed in conditions 3 to 12, 14 to 17 and 19) for the reasons listed above or under condition 20.1 we will tell you about it by personal notice at least two months before we make the change. Personal notice can include post or email communication. The change will apply to your account automatically. However, if you do not agree to such a change you can, at any time up to two months from the date we tell you of the change, switch your account or close it immediately without paying any extra charges or interest. If you do not switch or close your account you will be deemed to have accepted the change. Remember you can close your account at any time if you want (see condition 19). For all other changes to charges (e.g. overdraft charges or account subscription fees) for the reasons listed above or under condition 20.1:
- where the change is more favourable to you we will tell you about the change on our website, by branch notice, statement message or statement insert
  - where the change we make is not favourable to you we will tell you about the changes by personal notice at least 30 days before we make the change. Personal notice can include post or email communication. The change will apply to your account automatically. However, if you do not agree to such a change you can, at any time up to 30 days from the date we tell you of the change, switch your account or close it without paying any extra charges or interest. If you do not switch or close your account you will be deemed to have accepted the change. Remember you can close your account at any time if you want (see condition 19).

### Changes to interest rates

- 20.3 In addition to the reasons listed in 20.1 we may change interest rates provided there is a valid reason for doing so. Changes may be made to interest rates for the following reasons:
- to respond to a change or changes in the bank rate (that is the rate set by the Bank of England (or any successor))
  - to respond to a change in LIBOR (that is the London Inter Bank Offered Rate) or equivalent money market rate which impacts on the costs we incur in acquiring funding
  - to reflect the introduction of new services or facilities in connection with an account

- to respond to changes in our credit assessment of you. Where your account is interest-bearing, we may make changes to our credit interest rates for the reasons listed above, as follows:
    - where the change to credit interest rates is more favourable to you we will inform you of any change at the earliest opportunity after the rate is changed, in national press advertisements, statement messages or statement inserts, or by writing to you (this can include email). The new rates will apply to your account automatically from the date the rate changes
    - where the change to credit interest rates is not favourable to you we will inform you of any change by personal notice at least two months before we make the change. Personal notice can include post or email communication. The new rates will apply to your account automatically. However, if you do not agree to such change you can, at any time up to two months from the date we tell you of the change switch your account or close it immediately without paying any extra charges or interest. If you do not switch or close your account you will be deemed to have accepted the change. Remember you can close your account at any time if you want (see condition 19). We may make changes to our debit interest rates (e.g. the overdraft interest rate) for the reasons listed above and we will inform you of any change by personal notice at least 30 days before we make the change. The new rates will apply to your account automatically. However, if you do not agree to such change you can, at any time up to 30 days from the date we tell you of the change switch your account or close it immediately without paying any extra charges or interest. If you do not switch or close your account you will be deemed to have accepted the change. Remember you can close your account at any time if you want (see condition 19).
- 20.4 Where we make a change for one or more of the reasons in conditions 20.1, 20.2 or 20.3, we will do so in a reasonable and proportionate manner.
- 20.5 If we make a number of changes or a major change to these conditions during any 12-month period, we will provide you with a summary of the changes and let you know where you can obtain an updated copy.
- 20.6 We can also change the Interest rate, the charges, services or conditions for any reason (other than those mentioned in conditions 20.1 to 20.3). We will tell you this, and that we are making the change in accordance with this condition 20.6, when we give you notice of the change. We will give you at least two months' personal notice of the change and at any time up to 60 days from the date of the notice you may switch your account or close it without having to give us any notice, pay extra charges or lose any interest due up to the date of switching/closure for doing this. Personal notice can include post or email communication. If you do not switch or close your account you will be deemed to have accepted the change. Remember you can close your account at any time you want, see condition 19.

## 21. General

- 21.1 It is our aim to ensure a complete service at all times, but we will not be responsible when failure is caused by abnormal and unforeseeable circumstances beyond our (or our agents' and/or subcontractors') control the consequences of which would have been unavoidable despite our efforts to the contrary.
- 21.2 The Co-operative Bank p.l.c. is covered by the Financial Services Compensation Scheme (FSCS), which would pay compensation of up to £85,000 to eligible depositors in the event of the bank becoming insolvent. smile and Britannia are trading names of The Co-operative Bank and, as such, protection provided to depositors by the FSCS is limited to £85,000 for the total amount of combined deposits held with The Co-operative Bank, smile and Britannia. Certain customers are not covered by the FSCS. The exclusions include large businesses or organisations, large companies and local authorities: visit [www.fscs.org.uk](http://www.fscs.org.uk) for further details.
- 21.3 We may transfer our rights and/or responsibilities under this agreement to any person if:
- that other person is authorised to accept deposits and writes to you and undertakes to carry out all our duties and obligations under this agreement. If it does so, you agree that we will be released from all those duties and obligations
  - we reasonably believe such person is capable of performing our responsibilities.
- You may not transfer any of your rights or responsibilities under this agreement to any person.
- 21.4 You may be responsible for other taxes or costs that are not paid by or via us e.g. higher rate tax.
- 21.5 This agreement with you is governed by the laws of England and Wales. Any dispute which arises in relation to this agreement shall be dealt with by any court in the UK, Isle of Man and Channel Islands which is able to hear the case.
- 21.6 If you have a complaint please telephone us on 08457 212 212 or write to Customer Services Manager, The Co-operative Bank p.l.c., Miller Street, Manchester M60 0AL. If you still remain unsatisfied you may be entitled to refer your complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR or telephone 0845 080 1800.
- 21.7 You may not transfer any of your rights or responsibilities under this agreement to any person.
- 21.8 We may contact you by post, telephone or electronically using the details you have given us. Electronically means any form of message made by any type of telecommunication, digital or IT device (including internet, email and SMS). We will assume that you have received any correctly addressed letter or other personal notice (including by post, email and other electronic message) or other communication within 48 hours after we have posted it or sent it to you according to the details you have given us. You must advise us immediately of any change of address and other details you have given us and provide such evidence of the change as may be required.
- 21.9 If you do not make any transactions on your current account for six months then we may treat your account as inactive. This means we will stop sending statements and letters about your account. Once we have treated your account as inactive, you will not be able to access any funds you may have had in the account until you have made contact with us. Please call us on 08457 212 212 for further advice. At that stage it will be necessary for you to satisfy our standard security requirements.
- 21.10 If a situation arises where money you owe us has not been paid and is due for payment we have the right to use set-off. Set-off means we can use available funds (credit balances) from other banking accounts you hold with us to repay monies owed, regardless of whether these accounts are in your sole name or joint with other parties. Before we use our right of set-off we will consider your individual circumstances and will 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 will take. Where we use monies from an interest bearing account, interest will be applied to the monies in that account up to the date of set-off. After the date of set-off, interest will only be payable on any credit balance remaining in your accounts as applicable. We will not use balances on any Individual Savings Accounts (ISAs), children's savings or fixed term deposit accounts before maturity to set-off amounts that you owe.
- 21.11 If we believe that you may have tax obligations in other countries, we may disclose information about you directly to those tax authorities, or to HM Revenue & Customs, which may share the information with the other tax authorities.
- 21.12 The Co-operative Bank holds an interim permission in relation to the carrying on of consumer credit business issued by the Financial Conduct Authority of 25 The North Colonnade, Canary Wharf, London E14 5HS, which is the supervisory authority for consumer credit agreements under the Consumer Credit Act 1974. The Co-operative Bank's Interim Permission Number is 006110 and Firm Reference Number is 121885.

**Please call 08457 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 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.**

**Credit facilities are provided by The Co-operative Bank p.l.c. and are subject to status. The bank reserves the right to decline any application.**

**The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP. Registered in England and Wales No. 990937.**

Financial information is correct at time of going to print (08/2014).

Calls may be monitored or recorded for security and training purposes.