

# The co-operative bank

## good with money

### Cash ISA account terms and conditions

The conditions set out below, together with the application form (including the declaration) and any other conditions which may be implied by law, form the agreement between you, the account holder, and us, The Co-operative Bank p.l.c. and any organisation to which we may transfer our rights and/or obligations. They tell you how your Cash ISA account works and what your and our obligations are once you open an account with us.

In these conditions:

- **account** means your Cash ISA.
- **group** means us, our parent company The Co-operative Group Limited (The Co-operative), Co-operative Insurance Society Limited (CIS) and any company or companies The Co-operative Bank, The Co-operative or CIS wholly or partly own at any time or transfer our rights and obligations to and any other independent Co-operative Societies.
- **information** includes any information about you or anyone associated with you, which we or the group hold now or in the future as a result of the application process or other dealings with us or the group, searches or checks at credit reference or fraud prevention agencies, products and services you hold within the group and any transactions for goods or services arising out of your account (including the supplier and the type of goods or services), and such information may include sensitive information as defined in the Data Protection Act 1998.
- **ISA** means Individual Savings Account.
- **ISA provider** means an institution or person authorised to provide ISAs.
- **Regulations** means the Individual Savings Account Regulations 1998 as amended or replaced from time to time.
- **we, us or our** means The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP and any person to which the rights and/or duties of The Co-operative Bank are transferred.
- **working day** means any day other than Saturday, Sunday and bank holidays in England and Wales.
- **you or your** means the customer in whose name the account is opened.

#### Opening your account and making deposits

- 1.1 To open an account you must be over 16 and normally resident in the UK. You may not open a joint account.
- 1.2 Any money you put into your account must be:
  - in sterling
  - a recognised UK bank cheque.
- 1.3 Any money kept in your account is and will remain your property and must not be used as security for a loan.
- 1.4 You have the right to close your account in accordance with condition 8.7. If you do so, we will return any amount (including interest) owing to you or, at your request, transfer the amount to another account.
- 1.5 The minimum deposit we accept is £1. We may decide not to accept an application or deposit.
- 1.6 You may deposit up to but no more than the tax year subscription limits defined by H.M. Revenue and Customs for each tax year. Please refer to the declaration below for details of the current limits. If you exceed these limits then this will be returned to you as follows:
  - deposits made by cheque, SWIFT, CHAPS, TIPANET and EURO CHAPS.
  - we will process the deposit and once this has cleared, return the difference to you by crediting any other Co-operative Bank account you hold with us or if you do not have any other accounts with us we will send you the difference by cheque
  - deposits made by Bank Transfer and Standing Order; we will return the full amount to the paying Bank account.
- 1.7 If you do not place money in your account during a tax year, you will need a new declaration should you wish to make a deposit in the following tax year.

#### How your account works

- 2.1 We will send you statements once a year. You may request additional or copy statements for a small charge. Details are set out in your statement.
- 2.2 Withdrawals can be made at any time, provided you have enough available money in your account (this means funds which have been fully cleared – please refer to the Welcome Guide for details of our clearing timescales).
- 2.3 You may not overdraw your account.
- 2.4 Once you have reached the tax year subscription limit, you may make no further deposits in that tax year regardless of any withdrawals.

#### Interest and charges

- 3.1 We will calculate interest on a daily basis on available money in your account and will pay the interest to your account once a year. Interest will be paid free of UK tax provided:
  - you comply with these conditions
  - the Regulations continue to apply.
- 3.2 Details of the rates of interest we will pay together with any charges we may make for running your account are set out in your statement.
- 3.3 We may change the rates of interest or charges from time to time but we will let you know if we do so (see condition 7).

#### Ending this agreement and transferring your account

- 4.1 You can close your account and end this agreement by writing to us at The Co-operative Bank p.l.c., P.O. Box 200, Deaf House, Skelmersdale, Lancashire WN8 6YR (telephone number 08457 212 212). We may end this agreement for any reason but we will give you 30 days' notice before we do so except in exceptional circumstances (e.g. a fraud investigation) in which case we may need to close it immediately.
- 4.2 You may transfer all (but not part only) of the money in your account in the current tax year, together with all or part of any deposits (together with interest) in your account from previous tax years to another ISA provider in accordance with the Regulations. We will normally accept this request within 10 working days of receipt by us, of your request, we may, however, exceed this, but will not exceed 30 days. You will need to contact your other ISA provider in order to arrange a transfer.
- 4.3 If you close your account and do not transfer the money in your account to another ISA provider, you will not be able to open a Cash ISA with another ISA provider in the same tax year.

#### Using and Sharing your Information

Your information may be held by us in any form and on any group database and used by us and the group for the purposes set out below.

- 5.1 We and the group may use, analyse and access your information to maintain and develop our relationships with you. Information shared with the credit reference and fraud prevention agencies may be accessed by other organisations and used by us and them to prevent fraud and money laundering. This may include the following purposes:
  - checking details on applications for credit and credit related facilities
  - to make credit decisions about you and anyone to whom you are linked financially or other members of your household
  - managing credit and credit related facilities
  - to consider and implement business, product and technology developments
  - to undertake statistical analysis, financial risk assessment, money laundering checks (which may include telephoning you), compliance and regulatory reporting, fraud prevention and recovering debt
  - checking details on insurance proposals and claims such as motor, household, credit and life and other insurance proposals and insurance claims for you and anyone else linked to your insurance proposal or claim
  - to help us identify products and services which may be of interest to you (unless you have asked us not to)
  - meeting any obligations we may have under the card scheme your card is issued under
  - checking details of job applicants and employees.
- 5.2 We may link your information between your account(s) and other products and services you have with us or the group and with information about others with whom you have a financial link.
- 5.3 We and the group may identify and tell you by letter, telephone, fax, including automated dialling, email or any other means of communication about products and services which may be of interest to you and which are offered by us, the group or other carefully selected organisations or companies (if you do not wish to receive such information please write to us at Customer Services, The Co-operative Bank p.l.c., P.O. Box 200, Skelmersdale WN8 6YR for more details, but please note this may mean you will not receive information about business, product or service developments which may be of benefit to you). You do agree that we can forward any newsletter, statement message, new terms and conditions or information about any changes to the way your account(s) operate or provide information on card carriers.
- 5.4 We will disclose information outside the group only:
  - where you have provided your agreement
  - to our agents or subcontractors for operational reasons
  - to our affinity partner(s) if you have an affinity product(s)
  - to any persons, including, but not limited to, insurers, who provide a service or benefits to you or for us in connection with your account(s)
  - to licensed credit reference agencies as set out below
  - to fraud prevention and other agencies to help prevent crime or where we suspect fraud
  - if compelled to do so by law
  - for the purpose of compliance and regulatory reporting (for example to the Banking Code Standards Board or Financial Services Authority) and to confirm your identity for money laundering purposes, which may include checking the electoral register
  - to any person to whom we will or intend to transfer our rights or obligations
  - if your card or PIN are lost or stolen, or to meet any obligation we may have under any card scheme your card is issued under
  - to a payee's bank when you make an electronic payment overseas.
- 5.5 We may disclose your information to licensed credit reference and/or fraud prevention agencies to help make financial or insurance proposals and claims decisions (this will be during the application process and on an ongoing basis, to decide whether to continue to make products or services available to you or adjust any level of credit) for you and anyone with whom you are linked financially or other members of your household – our enquiries or searches may be recorded – and credit reference agencies may supply us with financial information.
- 5.6 We may also disclose information to licensed credit reference agencies about how you conduct your account(s) and this information may be shared with other financial institutions to help make financial decisions about you and anyone with whom you are linked financially or other members of your household. If you borrow and do not repay in full and on time, we may tell credit reference agencies who will record the outstanding debt.

- 5.7 A link between joint applicants and/or any individual identified as your financial partner will be created at credit reference agencies, which will link your financial records. You and anyone else with whom you have a financial link understand that each other's information will be taken into account in all future applications by either or both of you. This linking will continue until one of you successfully files a disassociation at the credit reference and fraud prevention agencies.
- 5.8 You agree that your information may be transmitted to, from and/or through any country as a result of your use of your account(s) and any services which form part of your account(s) irrespective of the levels of data protection provided in any particular country and at your own risk. If we transfer your information to an agent or subcontractor who provides a service to us in another country outside the European Economic Area we will ensure they agree to treat your information with the same level of protection as us.
- 5.9 If you write to us and pay a fee you have a right of access to your information held by us. Write to us at Customer Care, The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP.
- 5.10 You have a right of access to your information held by credit reference and fraud prevention agencies on payment of a fee. If you ask we will tell you the name and address of the credit reference and fraud prevention agencies we may use.
- 5.11 We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- 5.12 Law enforcement agencies may access and use this information.
- 5.13 We may record and/or monitor telephone calls to enhance security, sort out complaints, improve our customer service and for staff training purposes.

#### Telephone security

- 6.1 As part of this agreement you must register a passnumber and secure personal information with us for use when you telephone us about your account ("customer security codes").
- 6.2 When you use your customer security codes you are authorising us to carry out all your instructions.
- 6.3 You must do all you can to stop anyone else using your customer security codes and must not:
  - write them down
  - tell them to anyone.
- 6.4 If you suspect that someone knows your customer security codes, you must immediately contact us at the address in condition 4.1. When we receive notification your liability will cease. Until then you may be liable for up to £50 of any loss. If unauthorised use of your customer security codes is due to your negligence, fraud, disclosure to someone else or misuse, you will probably be liable for all losses. We may ask you to assist us in our efforts to recover any loss as a result of unauthorised use of your customer security codes.
- 6.5 For your protection, we reserve the right to suspend access if:
  - incorrect customer security codes are used to attempt to access your account
  - We suspect an unauthorised person is attempting to access your accountThe services available to you using customer security codes may vary over time and we may suspend or terminate any services available but will inform you of any changes.

#### Changing this agreement

- 7.1 We may vary or amend any of these conditions, but if the change is to your disadvantage we will give you 30 days' notice in writing before we make any changes (except changes in interest rates due which may apply immediately). We will however, let you know about the changes in interest rates and any other changes within 30 days of the change.

#### General

- 8.1 We will not be liable to you if we are unable to perform our obligations under this agreement (whether direct or indirectly) due to the failure of any machine, data processing system or transmission link, any period of essential maintenance, critical change, repair, alteration or failure of computer systems or any industrial dispute or anything outside our control or that of our agents or subcontractors.
- 8.2 You must either write to us at the address or telephone us on the number set out in condition 4.1 immediately if you change your name or address. If you do not do this, we may charge your account with the costs of locating you.
- 8.3 We may transfer our rights and/or our 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 contract. If it does so, you agree that we will be released from all those duties and obligations. You may not transfer any of your rights or responsibilities under this agreement to any person. If we transfer our responsibilities we will only do so to someone we reasonably believe is capable of performing them.
- 8.4 To assist us in improving our service, we may record or monitor telephone calls.
- 8.5 Any terms and conditions of your account will be in English, governed by English Law and we will communicate with you in English.
- 8.6 You may be liable for other taxes or costs that are not paid by or via us e.g. higher rate tax.
- 8.7 You have a right to cancel your account 14 days from our receipt of your signed agreement or you have started to transact on the account. You can cancel by writing to us at Customer Services, The Co-operative Bank p.l.c., P.O. Box 200, Skelmersdale WN8 6YR. You will have to repay us any amount you owe us including any interest and charges and, if appropriate, cut up any cards. If you choose not to cancel, the terms and conditions including any interest rates and account charges will apply.
- 8.8 There is no minimum duration for this account.
- 8.9 If you have a complaint please telephone us on 08457 212 212 or write to Customer Services, The Co-operative Bank p.l.c., P.O. Box 200, Skelmersdale WN8 6YR. You must repay us any amount you owe us in the terms and conditions including any rates.
- 8.10 The Co-operative Bank p.l.c. is covered by the Financial Services Compensation Scheme (FSCS), which would pay compensation of up to £50,000 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 £50,000 for the total amount of combined deposits held with The Co-operative Bank, smile and Britannia. However, if you held accounts, which were covered by the FSCS, with both The Co-operative Bank (including smile) and with Britannia Building Society immediately prior to the date of merger of the two organisations on 1st August 2009, then until 30th December 2010 those accounts with each of the Bank and Britannia are covered for up to £50,000, i.e. £50,000 for your Co-operative Bank account(s) and £50,000 for your Britannia account(s). Certain customers are not covered by the FSCS. The exclusions include large companies, large mutual associations and local authorities: visit [www.fscs.org.uk](http://www.fscs.org.uk) for further details.

#### This is a copy of the declaration made by you:

- All subscriptions made, and to be made, belong to me.
- I am 16 years of age or over.
- I have not subscribed and will not subscribe more than the overall subscription limit in total to a Cash ISA and Stocks and Shares ISA in the same tax year.
- I have not subscribed and will not subscribe more than the Cash ISA subscription limit to one Cash ISA.
- I have not subscribed, and will not subscribe, to another Cash ISA in the same tax year that I subscribe to this Cash ISA.
- I am resident and ordinarily resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of section 28 of Income Tax (Earnings & Pensions) Act 2003 (Crown Employees serving overseas), are treated as being performed in the United Kingdom, or I am married to, or in a civil partnership with a person who performs such duties. I will inform The Co-operative Bank if I cease to be so resident and ordinarily resident or to perform such duties or be married to, or in a civil partnership with a person who performs such duties.
- The information provided on this declaration form is true to the best of my knowledge and belief.
- I agree to the Co-operative Bank Cash ISA Terms & Conditions.

#### I authorise The Co-operative Bank p.l.c. to:

- Open a Cash ISA account in my name.
- Hold and process this information which may be used in accordance with condition 5 of The Co-operative Bank terms and conditions.
- Hold my cash subscriptions and any interest earned on those subscriptions.
- To make on my behalf any claims to relief from tax in respect of my Cash ISA investment.

Please call 08457 212 212 if you would like to receive this information in an alternative format such as large print or Braille.

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

Co-operative Financial Services Limited, Registered Office: New Century House, Manchester M60 4ES. Registered Number IP29379R.

The Co-operative Bank is authorised and regulated by the Financial Services Authority (No. 121885), subscribes to the Banking Code, is a member of the Financial Ombudsman Service and is licensed by the Office of Fair Trading (No. 006110).

Calls may be monitored or recorded for security and training purposes. For BT customers, calls to 0800 numbers are free and calls to 0845 numbers will cost no more than 4p per minute. Call charges from other companies may vary and you may want to check this with your service provider.