

Foreign currency account

Terms and conditions

Terms and conditions of the foreign currency account, (incorporating foreign currency current account and foreign currency deposit account)

Please read and keep your account terms and conditions (conditions) in a safe place.

These conditions, together with information in the "Welcome Guide" and our **account charges leaflet** (which means the leaflet entitled "International business banking tariff" and, where applicable, the account charges leaflet applicable to your linked Sterling current account with us) 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 account, they tell you how your account works and what your and our responsibilities are once you open an 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 558 888 or by writing to The Foreign Services Team, 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 a reference in these conditions to close of business, details can be found in your welcome guide, from any Co-operative Bank branch, via telephone banking or on the Internet.

Where there is reference in these conditions to the Regulations this means the Payment Services Regulations 2009 as amended by the Payment Services (Amendment) Regulations 2009 and any future changes to those regulations.

Where there is reference in these conditions to the **European Economic Area (EEA)**, this applies to an area made up of countries (member states) of the European Union and the European Free Trade Association (EFTA). For information on the EEA and a list of its members go to <http://ec.europa.eu>

Where there is reference in these conditions to consumer this shall have the meaning set out in Regulation 2 of the Regulations, which means an individual who is acting for purposes other than a trade, business or profession.

Where there is reference in these conditions to micro-enterprise and charity, such words shall have the meanings set out in Regulation 2 of the Regulations, which in the case of a micro-enterprise means those organisations with less than 10 employees and an annual turnover and/or balance sheet total of less than €2 million and in the case of a charity means having an annual income of less than £1 million. Please note, if you are not a consumer, micro-enterprise or charity some of these conditions do not apply to your foreign currency account and are replaced with the additional conditions set out at condition 19 below.

Where there is reference in these conditions to **unique identifier**, that means the required information to identify a particular bank and bank account. In the European Union, this is the Bank Identifier Code (BIC) and the International Bank Account Number (IBAN). Outside the European Union, it is the code identifying the relevant bank, which may be the BIC, or SWIFT number, or other code used in that country, and/or the full details of the relevant bank (name and address) together with the sort code and account number identifying the bank branch and account number.

Where there is reference to **online banking**, this applies only if we have made the service available to you and you have registered for it. Where there is reference to **Financial Director** this means the software package available for a fee to certain business customers and the reference applies only where the customer has this facility. For further details please call us on 08457 616 616.

Where there is a reference in these conditions to **reference rate**, this means an interest rate which comes from a publicly available source, and which is used as the basis for calculating any interest to be applied to your account. For the latest references rates used, please refer to our web site (www.co-operativebank.co.uk) or phone 08457 558 888.

Where there is reference to agents or intermediaries, this means banks (overseas or in the UK) who action instructions on our behalf.

Where reference is made in these conditions to **collecting bank**, this means the handling by banks of cheques in accordance with instructions received, in order to obtain payment

These terms and conditions as changed from time to time will be made available to you by sending them to you (which may be by email) or on the internet (at www.co-operativebank.co.uk) in which case we will inform you by personally addressed notification. If you ask us at any time during the life of this agreement we will provide you with the information contained in this agreement. We may communicate with you (including sending any notifications) in connection with the account in writing, including by email, by telephone or online banking (where available), or via Financial Director. 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 is authorised and regulated by the Financial Services Authority (No. 121885).

1. Your account

- 1.1 To open an account
 - you must be a UK resident
 - you or any person opening the account on the customer's behalf must be over 16
 - you must also have a personal or business sterling current account with us (the **linked current account**), to which this account will be linked
- 1.2 We can refuse to accept an application to open an account from you or a deposit.
- 1.3 You may use the account only for the purposes for which the linked current account may be used. This means that if the linked account is a personal sterling account you must use the foreign currency account only for personal (and not business) purposes; and if your linked account is a business sterling account, you must use the foreign currency account only for business (and not personal) purposes.
- 1.4 Unless we have agreed otherwise, any authorities applying to the linked current account allowing any other person to deal on the linked current account will apply also to the foreign currency account and will be subject to the same restrictions. If the account is opened as a joint account, each person will be fully responsible for all actions and omissions relating to the account in the same way as each person is responsible for the linked current account.
- 1.5 The currency of the account will be agreed with you at the time of opening the account and confirmed by us in writing (the **agreed currency**). If we stop or intend to stop dealing in the agreed currency we may close your account (please see condition 16 for details about closing your account).
- 1.6 The account is subject to maintenance charges described in our account charges leaflet.

2. Cheques

Paying a cheque into your account

- 2.1 When you pay a foreign currency cheque into your account, the time taken by the paying bank to make payment and for the money to be cleared in your account can vary from a few days to several weeks. Therefore it is very important that you do not attempt to withdraw the money until the funds have been cleared. To pay a foreign currency cheque into your account endorse the back of the cheque by signing it (or with your company stamp and signature if you are a company), keep a record of it together with a copy of the front and the back of the cheque and send the cheque to the address where your linked account is held.
- 2.2 A cheque paid into your account may be returned unpaid. If this happens we will tell you and the amount will be taken from your account and we will return the cheque to you. If you withdraw some or the entire amount of a cheque which is later returned unpaid and this withdrawal or the unpaid cheque causes your account to go overdrawn or over any formal overdraft limit this will be considered an informal request to access our overdraft services in accordance with condition 11. It is important to note that the amount to be repaid will be in the currency in which the cheque was drawn and if this is different from the currency of your account, the amount to be debited from your account will be calculated using the exchange rate which applies at the time of the repayment. This may be different from the exchange rate used when the cheque was credited to your account. Additionally, we may, if we choose, deduct from your linked current account a sum which (at the then current exchange rate (see condition 4.7) is equivalent to the amount by which you would be overdrawn or exceed your agreed overdraft and pay this into the foreign currency account.
- 2.3 In certain circumstances, a cheque paid into your account will be "with recourse". This means that even after the cheque has been paid and the monies credited to your account, the paying bank may at any time, even several weeks or months later, require repayment of the cheque, for example if it has been issued fraudulently. If the cheque is subject to recourse, we will write to you to advise you that this is the case. If following the clearing of the cheque and payment into your account, the amount has to be repaid because it is subject to recourse, then the provisions of condition 2.2 will apply as if the cheque was returned unpaid.
- 2.4 We may debit your account with our charges for presenting and representing cheques and for unpaid cheques, as set out in our account charges leaflet and for any agents' charges.
- 2.5 If the cheque being paid into your account is in a different currency from the currency of your foreign currency account, we will convert the amount of the cheque at the time it is paid into your account in the same way as for other payments into your account.

Payments by cheque

This section applies only if we have agreed to provide you with a chequebook for your foreign currency account.

- 2.6 If you issue a cheque this must only be in the agreed currency. The money will be taken from your account as soon as the collecting bank presents the cheque for payment.
- 2.7 When you write a cheque it is important to take all reasonable precautions to prevent anyone else altering it. For example, clearly write the name of the person being paid and their account name or number, e.g. HMRC (account AN Other). Always draw a line through unused space on the cheque, to prevent extra numbers or names being added. Do not write a future (or post) date on a cheque as it may not prevent the person being paid from paying it into their bank before that date and payment being made.
- 2.8 You can tell us to stop a cheque by telephoning 08457 558 888. The charge for stopping a cheque is set out in our account charges leaflet.
- 2.9 If we receive one of your cheques for payment and it is more than six months old we may, but we do not have to, pay it.
- 2.10 For security and fraud prevention purposes, if your cheque book or any cheques are lost or stolen or have been used by someone else, please tell us immediately you are aware by telephoning us on 0845 600 6000.

3. Cash/travellers cheques

- 3.1 Foreign currency banknotes/travellers cheques cannot be paid in or withdrawn from your account. They can, however, be ordered from or paid into your linked current account.

4. Payments into your account

- 4.1 We accept electronic payments into your account.
- 4.2 Payments made in the same currency as the agreed currency will be credited to your account immediately after we receive them provided they are received by us before 3.00pm on a business day otherwise they will be dealt with the next business day. This will affect when you can withdraw the money, please see condition 5 for details. Payments which are not in the agreed currency will be converted into the agreed currency (see condition 4.7) and will take one business day longer to be credited to your account.
- 4.3 To enable money to be sent to your account you must provide the sender with your unique identifier. All this information is available to you by accessing your account through telephone or online banking (where available). It is also printed on your regular statements.
- 4.4 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.
- 4.5 If a payment is fraudulently or mistakenly paid into your account, the amount of the payment may 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 either make your account go overdrawn or go over an agreed overdraft limit this will be considered an informal request to access our overdraft services in accordance with condition 11. Additionally, we may, if we choose, deduct a sum (at the then current exchange rate (see condition 6.1) which is equivalent to the amount by which you would be overdrawn or exceed your agreed overdraft from your linked current account and pay this into the foreign currency account.
- 4.6 If you or the sender ask us to assist in recovering funds where an incorrect unique identifier has been used, we will use 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 the agreed currency, we will:
- convert the amount received into the agreed currency using a rate of exchange based upon the interbank dealing rate applicable to the market from time to time. (The conversion rate may not be the same as when the monies were sent, as rates may vary)
 - take from the agreed currency amount the charges for this service as set out in our account charges leaflet
 - credit the agreed currency amount (less applicable charges) to your account immediately after we receive them (Please see condition 4.2).
- 4.8 It is possible that agents' or intermediaries' fees are deducted from the payment before we receive it.

5. 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, a formal overdraft or we consider the payment request an informal request to access our overdraft services in accordance with condition 11.
- 5.2 We can make the following electronic payments out of your account:
- SEPA/Structured Payments
 - Real Time Euro Payments
 - SWIFT
 - Payments to another Co-operative Bank account.

For details and the main characteristics of the different types of payments which can be made, please visit our website (www.co-operativebank.co.uk) or telephone 08457 558 888

If the agreed currency of your account is euro then, when you tell us to make a payment in euro to a recipient in the United Kingdom or within the European Economic Area, and provided you tell us before 3.00pm on a business day, the maximum time it will take to reach the recipient's bank will be as follows:

- until 31 December 2011, three business days following the day the instruction was received
- from 1 January 2012, the next business day following the day the instruction was received.

Where you instruct us by paper, i.e. by post or fax, then the time taken to execute the transaction may take one business day longer than that described above

Where we have agreed to use the Real Time Euro Payments (please see our website for details), and the payment is not rejected by that system, the payment will reach the recipient bank on the same business day if you instruct us before 2.30pm.

If the agreed currency of your foreign currency account is not euro then currency conversion will apply (please see condition 6) and the time taken to execute the transaction may be one business day longer than that described above.

For any other payments in the agreed currency in the European Economic Area, the payment may take up to four business days following the receipt of your instructions to be paid to the recipient's bank or payment service provider.

For any payments to a country which is not in the European Economic Area, we will act on your instructions on the day that we receive them. However, the time which it takes to reach the recipient's payment service provider may vary according to the location and the payment systems available to make that payment and whether or not we have to use agents in order to do so. Please contact us on 08457 558 888 so that we can explain how long a particular transaction is likely to take.

- 5.3 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. For details and the main characteristics of the different types of payments which can be made, please visit our website (www.co-operativebank.co.uk) or refer to your Personal or Business account Welcome guide.
- 5.4 The payment will be deducted from your account immediately but can be reversed, for example, if we suspect error or fraud.
- 5.5 Funds transfers between your foreign currency current account and your foreign currency deposit account held with us instructed either by telephone or online banking (where available), Financial Director or by fax or by post will be available to draw on the same business day on which we receive the instruction provided this is before 3.00pm. Transfers between your foreign currency account and the linked current account will be subject to currency conversion at the rates described in condition 6 and will be completed by the end of the business day on which you give us your instructions to make the transfer, subject to cut-off times. Transfers can be reversed, if we suspect the transfer to be fraudulent, as part of our monitoring for fraud prevention.
- 5.6 Our charges for electronic payments are set out in our account charges leaflet and agents' charges may apply.
- 5.7 For all payments you must provide us with the correct unique identifier of the recipient's account and bank even if the recipient's account is in the United Kingdom.
- 5.8 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.
- 5.9 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.
- 5.10 Instructions for payments can be given to us by fax or post or using telephone or online banking (where available) or personally at a branch counter, or, where available, Financial Director 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 5.13 and 5.14.
- 5.11 For your protection there may be a delay in us carrying out your payment instructions while monitoring and/or fraud prevention checks take place.
- 5.12 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.
- 5.13 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 4.00 pm on the business day before payment is due to be made. Please note if you are not a consumer, micro-enterprise or charity please see condition 19.3.
- 5.14 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.
- 5.15 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. Payments in other currencies

- 6.1 If you ask us to make a payment in a currency other than the agreed currency when the payment is processed and taken from your account, we will:
- unless we have already agreed a fixed rate with you, convert the payment into the required currency using a rate of exchange based upon the interbank dealing rate applicable to the market from time to time. The rate of exchange is available to you by telephoning us on 08457 558 888. (The conversion rate may not be the same as when the payment was made as rates may vary)
 - apply a charge for this service as set out in our account charges leaflet
 - take the equivalent amount in the agreed currency and the applicable charges from your account.
- We may agree with you to fix the rate of exchange for amounts above the equivalent of £20,000. If you have instructed us to make a payment overseas in a currency which is not the agreed currency and we have agreed a rate of conversion please ensure there is available money in your account 48 hours before the overseas payment is due to leave your account. If you decide to cancel your overseas payment during this time please tell us as soon as possible on 08457 558 888. You may be responsible for and have to repay all losses we incur due to movements in the conversion rate before cancellation.

7. Our Right to refuse to make a payment

- 7.1 We may refuse to make a payment out of your account if:
- a payment exceeds a particular value or we suspect fraudulent activity as part of our monitoring for fraud prevention purposes, a breach of security or misuse of your account or security details. We will tell you when we do this. This may include access to your account, including telephone and online banking (where available), being blocked

- you do not have available money (by way of cleared funds or formal overdraft) in your account at 9pm the business day before to cover payments. We may consider any due payments made, agreed or authorised from your account regardless of whether or not they have yet been deducted
 - any relevant condition(s) of this agreement are not satisfied.
- If we refuse to make a payment we will notify you and may make a charge for refusing to make the payment as set out in our account charges leaflet.

8. Unauthorised or Incorrectly Executed Payments

- 8.1 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 558 888.

9. Security

- 9.1 You must take all reasonable security precautions to prevent misuse of your account and your customer security details (this can include account and other security details which can include security codes, passwords, unique online user IDs, online security token or secure personal information which allow you to access your account, including online banking (where available) and Financial Director, and telephone banking). Failure to take reasonable security precautions may result in access to your account, or additional services such as telephone or online banking (where available), being blocked. Reasonable security precautions can include:
- keeping your cheques safe
 - not disclosing your security details except to use online or telephone banking
 - never disclosing or writing down your security details in any way that can be understood by someone else, including a joint account holder
 - not choosing security details which may be easy to guess
 - ensuring no one hears or sees you when you are using your security details
 - keeping receipts and statements safe and destroying them safely, e.g. by shredding
 - complying with all reasonable instructions we issue regarding keeping your cheques and security details safe
 - telling us as soon as possible of a change of name, address or other contact details so that correspondence does not get into the wrong hands
 - exiting Financial Director or, if applicable, online banking when leaving a computer terminal unattended.
- 9.2 If your cheques or security details are lost or stolen or you think someone knows them or has used or tried to use them (or for business customers, contrary to the mandated and authorised use of cheques and security details) you must tell us immediately you are aware by telephoning us on 0845 600 6000.
- 9.3 We will ask you to co-operate with us by providing information or other assistance in connection with the loss or misuse of your cheques 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.
- 9.4 If you find your cheques after having reported them lost or stolen or you think someone has used or tried to use them you must not use them. You must destroy them as appropriate, by cutting them into pieces and/or returning them to us at The Co-operative Bank p.l.c., Delf House, Skelmersdale WN8 6GH.

10. Liability

- 10.1 The maximum you will have to pay us if your cheques or security details are used without your permission is £50. If they are used with your permission or as a result of your acting fraudulently or without reasonable security precautions (see condition 9.1), 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 any of your personal security details you may have to repay all losses.
- 10.2 You will not be responsible for any losses for use of your secure personal information after you have informed us, in the manner set out in condition 9.2, of their loss, theft, misuse or suspected misuse.
- 10.3 For payments made by you to a recipient in the European Economic Area in a currency which is the official currency of a state in the European Economic Area, 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. If the payment is made to a recipient outside the European Economic Area or is in a currency which is not the official currency of a state in the European Economic Area, we are responsible to you only if and to the extent that we have been at fault and caused you loss. We may charge you our reasonable costs for tracing the funds. Please note if you are not a consumer, micro-enterprise or charity please see condition 19.4.
- 10.4 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. Please note if you are not a consumer, micro-enterprise or charity please see condition 19.4.
- 10.5 Provided you have notified us as required by Condition 8.1 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. Please note if you are not a micro-enterprise or a charity please see condition 19.5.

11. Overdraft Services

- 11.1 If you wish to use your account to borrow from us you can do so by use of our overdraft services. You must be aged 18 or over or an approved business customer.
- 11.2 You can request use of our overdraft services either formally (in accordance with condition 11.3) or informally (in accordance with condition 11.4). We would always encourage you to request our overdraft services formally rather than informally.
- 11.3 You can request our overdraft services before your account goes overdrawn and if we agree to your request we will tell you your overdraft limit, confirm the terms of your overdraft in writing and we will charge you in accordance with the charges set out in our account charges leaflet. Interest rates for an agreed overdraft are dependent on the agreed currency of the account and are calculated based on the reference interest rate for the agreed currency. The reference interest rate for each currency together with the actual interest rate which will be chargeable to your account is available to you on the internet at www.co-operativebank.co.uk or by telephoning us on 08457 558 888. We may vary interest rates in accordance with condition 18.
- 11.4 If you have not requested our overdraft services in accordance with condition 11.3 you may still request our overdraft services by making a payment or withdrawal from your account, even though you do not have available money in your account, no overdraft limit has been agreed or where the payment or withdrawal would cause you to exceed any formal overdraft limit. We will consider such payment or withdrawal as an informal request to access our overdraft services in accordance with this condition 11.4. It will be within our discretion to agree your request for overdraft services in these circumstances and we can charge you as set out in our account charges leaflet. An overdraft not agreed in advance is more expensive than one that is.
- 11.5 Whether or not we agree any request from you under condition 11.4, you agree to immediately pay into your account enough money to bring your account into credit or within any formal overdraft limit and you authorise us to debit your linked current account with any amount that may be required to bring your foreign currency account into credit or within any formal overdraft limit.
- 11.6 We may at any time reduce any formal overdraft limit, subject to these conditions. You agree to repay all amounts owed to us by your use of our overdraft services at the end of any agreed term or immediately on our written demand. Any written demand will be sent by post to the address you last notified to us and will be treated as having been received by you 48 hours after posting. We will normally give you warning that your overdraft must be repaid or its limit reduced, but we may ask for repayment or reduction immediately. If possible, we will give you prior notice but we may ask for repayment without notice. Until repayment, you will continue to pay interest and charges both before and after any court order in our favour for repayment.
- 11.7 Interest on an overdraft is calculated on the cleared balance each day and deducted quarterly on the 5th day of April, July, October and November (or the following business day).
- 11.8 If any accounts you hold with us are in credit, we may use them to reduce or repay any amounts you owe on other accounts you hold with us in the same name (including any credit card, loan or other accounts, including joint accounts). This is called set-off and we will advise you as soon as possible afterwards when we have done this.
- 11.9 Charges applicable to our overdraft services are variable in accordance with condition 18 and are explained and set out in our account charges leaflet which forms part of these conditions.
- 11.10 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. If joint account holders also have a sole account with us and that has a credit balance, we can apply set-off.
- 11.11 Once we have agreed to provide you with a formal or informal overdraft you have a right to cancel it within 14 days (10 business days). If you wish to do so please write to us at The Co-operative Bank p.l.c., Delf House, Skelmersdale WN8 6GH or telephone us on 08457 558 888. If you decide to cancel you must immediately repay us the full amount you owe us including any interest or charges. If you do not cancel you are still free to end your overdraft at any time by repaying all amounts owed to us.
- 11.12 Each partner within a partnership 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.

12. Charges

- 12.1 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 at www.co-operativebank.co.uk, or by telephoning us on 08457 558 888 or asking staff in our branches.
- 12.2 We may vary our charges in accordance with condition 18. Please note if you are not a consumer, micro-enterprise or charity please see condition 19.6.

13. Foreign Currency Deposit Account - Interest

- 13.1 Unless otherwise stated in these conditions, if your account is a deposit account and 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.

- 13.2 Interest rates are dependent on the agreed currency and are calculated based on the reference interest rate for the agreed currency. The reference interest rate for each currency together with the actual interest rate which will be applied to your account is available to you on the internet at www.co-operativebank.co.uk or by telephoning us on 08457 558 888. Interest will be credited to your account twice yearly on 5th April and 5th October (or the preceding business day).
- 13.3 Interest paid will have tax deducted at the basic rate, unless we have agreed with you, in accordance with the relevant tax laws, that tax will not be deducted.
- 13.4 We may vary interest rates in accordance with condition 18.

14. Statements

- 14.1 We will send you regular statements showing the balance of your account, details to enable you to identify each transaction and any charges. These details are also available via telephone and online banking (where available). If you have a joint account you will receive only one statement.
- 14.2 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 8.
- 14.3 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 558 888.
- 14.4 We may charge you for duplicate statements or other information, unless prevented from doing so by law. Our charges are set out in our account charges leaflet.
- 14.5 You consent to communication with us by whatever means including, but not limited to, fax, email (and any signed attachments in whatever format), internet and telephone, in connection with the account.

15. Telephone Banking

- 15.1 You can use telephone 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 banking is in accordance with these conditions and you will need to register a security code and secure personal information to use these services.
- 15.2 You can contact us on 08457 558 888. Lines are open 8am to 4pm, Monday to Friday, apart from bank holidays. Calls may be recorded and/or monitored to enhance security, resolve complaints, improve customer service and for staff training purposes.
- 15.3 To access telephone banking we will ask you for account details, two digits of your security code and part of your secure personal information.
- 15.4 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.
- 15.5 You will be responsible for payments or other losses from your account which you have not authorised if you have not taken reasonable security precautions as set out in condition 9.
- 15.6 If you are not a consumer, the registering of a security code and secure personal information will not apply to you.

16. Duration/Closing or Cancelling your account

- 16.1 This agreement does not have a fixed or minimum duration.
- 16.2 You can end this agreement and close your account by phoning us on 08457 558 888 or writing to us at The Foreign Services Team, The Co-operative Bank p.l.c., Delf House, Skelmersdale WN8 6GH.
- 16.3 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. fraud investigation or where you seriously or repeatedly break this agreement) which justify us closing your account with less notice. Please note if you are not a consumer, micro-enterprise or charity please see condition 19.7.
- 16.4 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. In order to pay to you money credited to your account this will be converted into sterling at the rate of exchange described in condition 6.1 and credited to the linked current account.
- 16.5 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 writing to us at The Foreign Services Team, The Co-operative Bank p.l.c., Delf House, Skelmersdale WN8 6NY.
- 16.6 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
 - where applicable 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.
- 16.7 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.

17. Personal Data

17.1 We may use the contact details you have provided, including address and telephone numbers, to contact you. You must phone us on 08457 558 888 or write to us at The Foreign Services Team, The Co-operative Bank p.l.c., Delf House, Skelmersdale WN8 6GH. at your earliest convenience on any change of name, address or other contact details. If you do not do this, we may charge your account with the reasonable costs of locating you.

Using and sharing your information

17.2 In this condition 17, the following words shall have the special meaning given below:

- "The Co-operative Group" means us, The Co-operative Group Limited (Co-operative Group), Co-operative Insurance Society Limited and any companies or organisations we, Co-operative Group wholly or partly own or are owned by us at any time and any other independent UK Co-operative Societies
- "information" includes any information about you or anyone associated with you, which we or The Co-operative Group hold now or in the future as a result of the application process or other dealings with us or The Co-operative Group, searches or checks at credit reference or fraud prevention agencies, products or services you hold within The Co-operative 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.

Your information may be held by us in any form and on any The Co-operative Group database and used by us and The Co-operative Group for the purposes set out below. We and The Co-operative 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, products 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, 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)
- checking details of job applicants and employees.

We may link your information between your account(s) and other products and services you have with us or The Co-operative Group and with information about others with whom you have a financial link.

We and The Co-operative 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 Co-operative 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 6NY 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. We will disclose information outside The Co-operative 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 and to confirm your identity for money laundering purposes, which may include checking the electoral register
- to any person we will or intend to transfer our rights or obligations.

We may disclose your information and, where applicable, your business partners' and anyone to whom you are linked financially 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 and/or periodic 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 will place a search footprint on your personal credit file and, where applicable, your business credit file. This may be seen by other lenders. Credit reference agencies supply us with both public (including the electoral

register) and shared credit and fraud prevention information. If you make several credit applications within a short time, this may temporarily affect your ability to get credit. If you are a director, we will seek confirmation from credit reference agencies that the residential address that you provide is the same as that shown on the restricted register of directors' usual addresses at Companies House. Information on applications will be sent to credit reference agencies and will be recorded by them including, where applicable, information on your business and its proprietors. The credit reference agencies may create a record of the name and address of your business and its proprietors if there is not one already.

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.

This information may be supplied to other organisations by credit reference agencies and fraud prevention agencies to perform similar checks and trace your whereabouts and recover debts that you owe. Records remain on file for six years after they are closed, whether settled by you or defaulted. If you have borrowed from us and do not make payments that you owe us we will trace your whereabouts and recover debts. 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 agencies.

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. If you write to us and pay a fee you have the 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.

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.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Law enforcement agencies may access and use this information.

We may record and/or monitor telephone calls to enhance security, sort out complaints, improve our customer service and for staff training purposes.

18. Changes

Please note if you are not a consumer, micro-enterprise or charity please see condition 19.8 in respect of changes to your account.

Changes to our service or these conditions

18.1 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 respond to changes in the general retail practices of banks and other organisations offering similar services including the terms on which they offer similar products
- 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 protect our financial strength
- to respond to changes in your credit assessment or where your account has not been used for 12 months.

If we make changes to our payment services or conditions relating to those payment services (including conditions 3 to 10, 12 to 14, 16 and 18) for the reasons listed above we will inform you of any change by personal notice at least two months 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 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 16). 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 16).

Changes to our charges

18.2. In addition to the reasons listed above we can make any 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 respond to changes made in the charges applied by our competitors in the retail financial services market offering similar services to customers with similar products.

If we make changes to our payment services charges (including any charges detailed in conditions 4 to 7 and 12 to 14) for the reasons listed above or under condition 18.1 we will tell you about it by personal notice at least two months before we make the change. 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 16).

For all other changes to charges (e.g. overdraft charges or account subscription fees) for the reasons listed above:

- 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 is not more favourable to you we will tell you about the change by personal notice at least 30 days before we make the change. 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 16).

Changes to interest rates

18.3 The rate of credit interest and the rate of debit interest will change immediately and without notice to you in line with changes to the reference interest rate for the agreed currency. In addition we may at any time vary the amount by which the actual rate of credit or debit interest is different from the reference rate. In this case:

- where the change to interest rates is more favourable to you we will tell you of any change at the earliest opportunity after the rate is changed by publishing the new rates on the internet at www.co-operativebank.co.uk in 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 there is a change to credit interest rates which is not favourable to you we will tell you of any change by personal notice at least two months 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 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 16)
- where there is a change to debit interest rates which is not favourable to you we will tell you of any change by personal notice at least two months 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 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 16).

18.4 Where we make a change to credit or debit interest rates (other than a change which is made because of a change to the reference interest rate), we will do so in a reasonable and proportionate manner.

18.5 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.

19. Additional conditions applying if you are not a consumer, micro-enterprise or charity.

19.1 Please inform us as soon as possible if at any time your status changes such that you become a consumer, micro-enterprise or charity.

19.2. You agree that Part 5 of the Regulations (which provide for certain information about payment service to be given to you unless you agree otherwise) do not apply.

19.3. Condition 5.13 shall not apply and shall be replaced with the following condition: 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 not cancel a payment, except with our agreement and for which we may levy a charge which will be notified to you when you make your request for cancellation.

19.4 Conditions 10.3 and 10.4 shall not apply and shall be replaced with the following conditions: As you are not a consumer, micro-enterprise or charity, Regulations 75 to 77 of the Regulations do not apply.

We will only be liable to you:

- for the incorrect execution of your payment instructions where we cannot prove that the payment instruction was properly entered or
- if we fail to credit your account with funds intended to be paid to you and we cannot prove that the instructions received did not contain the correct unique identifier.

On your request we will make immediate efforts to trace the funds and tell you of the outcome. We may charge our costs in relation to this. 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.

19.5 Condition 10.5 (relating to our liability for unauthorised or incorrectly executed payment transactions) shall not apply and shall be replaced with the following condition:

As you are not a consumer, micro-enterprise or charity Regulation 60 of the Regulations shall not apply. Where you deny having authorised a payment transaction or you claim that it was not correctly executed then provided you can properly substantiate this and provided you have notified us as required by condition 8.1 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.

19.6 As you are not a consumer, micro-enterprise or charity Regulation 54(1) of the Regulations shall not apply. You agree that we may charge for any aspects of the payment services and for any actions we take or for information which we provide in relation to the payment services. Our charges will be such amounts as we may agree with you from time to time and may not correspond to our actual costs of fulfilling our obligations in relation to the payment services. The provisions of condition 12 (relating to Charges) shall apply subject to this condition 19.6.

19.7 Condition 16.3 shall not apply and shall be replaced with the following condition:

We can end this agreement and close your account at any time but we will give you at least 30 days' notice unless there are serious circumstances (e.g. fraud investigation or where you seriously or repeatedly break this agreement) which justify us closing your account with less notice.

19.8 Condition 18 shall not apply and shall be replaced with the following conditions:

19.8.1 The rate of credit interest and the rate of debit interest will change immediately and without notice to you in line with changes to the reference interest rate for the agreed currency.

In addition we may at any time vary the amount by which the actual rate of credit or debit interest is different from the reference rate or make any other changes to any interest rates at any time. If we do so we will inform you within 30 days of the change by personal notice (which may include email) or by statement message.

19.8.2 We may vary our standard account charges, or introduce new ones by giving you at least 30 days' advance notice.

19.8.3 We reserve the right to change charges for special service without notice. We will inform you of the charge at the time you ask for the service or at the time we provide it.

19.8.4 We reserve the right to update, enhance, modify, vary, replace, suspend, or withdraw online banking or any part thereof but in the event that we do so we will notify the customer 30 days in advance if such changes are to your disadvantage. Otherwise you will be notified within 30 days of the change. Any notification will be effected by system notice, email or other means of communication at our discretion.

19.8.5 Subject to conditions 19.8.4 and 19.8.7, we may vary the services and facilities on your account by giving you as much notice as possible.

19.8.6 Subject to condition 19.8.7 we may vary the terms and conditions of this Agreement, or those which apply to any services or facilities, and notify you within a reasonable time.

19.8.7 Where a change to the terms and conditions, to any conditions applying to the services or facilities on your account, to any services or facilities themselves, or to any standard account charges is to your disadvantage: we will give you 30 days' personal advance notice and you will then have a further 30 days in which to accept the change, switch or close your account if you wish, without paying extra charges or interest.

19.9 Please contact us on 08457 213 213 (Business Banking accounts) or 08457 654654 (Corporate Banking accounts) to arrange an overdraft. If you require an overdraft or an increase to a formal overdraft, it would be in your interests to contact us to discuss your borrowing requirements as it will be cheaper for you to have a formal overdraft rather than make several requests for an unplanned overdraft. If we agree to your request we will tell you your formal overdraft limit and confirm the terms of your overdraft in writing.

20. Ethical policy conditions applying to non consumers

20.1 The bank's Ethical Policy means the policy as to how its customers' money should and should not be invested and has been formulated by the bank following extensive consultation with its customers. The policy is subject to change by the bank from time to time. Full details are available on our website.

20.2 As the Ethical Policy is one of the guiding principles which determine how the bank conducts its business, it is a condition of the account that you, as the customer, conduct your business in a way that complies with the Ethical Policy.

20.3 You must notify us in the event of any proposed or effected change(s) in your circumstances or working practices which may impact upon the bank's Ethical Policy.

20.4 The bank reserves the right:

- to reject any application which reveals information which conflicts with the Ethical Policy, or

- to give notice to you of closure of your account at its sole discretion if it believes that you are no longer acting or conducting your business in a way that complies with the bank's Ethical Policy.

21. Additional Conditions applying to Partnerships only

- 21.1 In the event that you are a partnership, the partners will be jointly and severally liable for all monies due and owing to the bank.
- 21.2 If any partner within a partnership tells us of a dispute between any of you, we may block 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 partners. Use of additional services, such as telephone or online banking, may be suspended. We may also ask for the return of your cards and unused cheques.
- 21.3 In the event of the death of any of you, the account will be amended to reflect the requirements included in your Partnership Deed which you must provide to us as soon as reasonably possible following notification. In the absence of a Partnership Deed the Partnership Act will apply. We may also require you to provide to us details of Probate.

22. Ancillary Services

- 22.1 We may from time to time at your request provide you with additional services which are not specifically referred to in these conditions. Our charges for additional services are described in the account charges leaflet. Where any charges are shown in sterling, but the service relates to your foreign currency account, your account will be debited with the equivalent amount in the agreed currency using the conversion rates described in these conditions.

23. General

- 23.1 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.
- 23.2 The Co-operative Bank plc 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 us 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 companies, large mutual associations and local authorities: visit www.fscs.org.uk for further details.
- 23.3 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.
- 23.4 You may be responsible for other taxes or costs that are not paid by or via us, e.g. higher rate tax.
- 23.5 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.
- 23.6 If you have a complaint please telephone us on 08457 558 888 or write to **The Foreign Services Team**, the Co-operative Bank p.l.c., **PO Box 200, Skelmersdale WN8 6YA**. 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.

Part of The **co-operative** financial services

Please call 08457 558 888 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 and regulated by the Financial Services Authority (No. 121885), subscribes to the Lending Code, is a member of the Financial Ombudsman Service and is licensed by the Office of Fair Trading (No. 006110).

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

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