

# The **co-operative** bank

## good with money

### Guaranteed Investment Account Terms & Conditions

Please read and keep your Guaranteed Investment Account terms and conditions (conditions) in a safe place. These conditions, together with the application form, 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 Guaranteed Investment Account, they tell you how your Guaranteed Investment Account works and what your and our responsibilities are once you open a Guaranteed Investment 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 213 213 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 a 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 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.

You may ask us at any time during the life of this agreement to provide you with the information contained in this agreement.

Where there is reference in these conditions to close of business details can be found from any Co-operative Bank branch or via telephone banking.

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. is authorised and regulated by the Financial Services Authority (No. 121885).

#### 1. YOUR ACCOUNT

- 1.1 Any person opening an account on behalf of a customer must be at least 16.
- 1.2 We are obliged to confirm the true identity of all applicants and reserve the right to decline an application to open an account from you or any deposit.
- 1.3 We reserve the right to require you to provide references and to complete mandates at account opening and from time to time.
- 1.4 The currency of the account will be Sterling and the deposit you make into your account must be:
  - in Sterling, or
  - a recognised UK bank cheque, or
  - an electronic bank transfer.
- 1.5 We will only accept one deposit from you into your account although you may be able to open more than one account at a time. The Bank will not accept any further deposits into the account.
- 1.6 The account is for a fixed period of time and will start on the day the account is opened as confirmed by us in writing.
- 1.7 The account will run for the period selected by you on your application form/customer instruction.
- 1.8 You cannot make withdrawals during the term of your account but you can close your account in accordance with condition 10.
- 1.9 The minimum you must pay into your account is:
  - £10,000 for clubs and parish councils
  - £25,000 for any other business.
- 1.10 The maximum you may pay into your account is £99,999,999
- 1.11 You may not overdraw or borrow on your account.

#### 2. INITIAL DEPOSIT INTO YOUR ACCOUNT

##### Cheque Deposit

- 2.1 You will start to earn interest on your cheque deposit a maximum of two business days after the business day it has been paid in.
- 2.2 The 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. 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.
- 2.3 When you pay your cheque into your account, if you then close your account in accordance with condition 10.2, you will have to wait a maximum of four business days after the business day it has been paid in before we can return your deposit.

##### Electronic Deposit

- 2.4 We accept funds transfers from another Co-operative Bank account.
- 2.5 The payment(s) will be credited to your account immediately after we receive them provided they are received by us before the close of business otherwise they will be dealt with the next business day.
- 2.6 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.

#### 3. MATURITY

- 3.1 We will write to tell you the date your account will mature and what options are available to you:
  - up to 14 days before your account reaches the end of its term for a one month account
  - up to 30 days before your account reaches the end of its term for all other accounts.
- 3.2 You may then ask us by telephone, email, facsimile or in writing to:
  - transfer the full amount of the account to another Co-operative Bank account
  - reinvest part or the full amount for the same or different term and if you do so your sort code and account number will remain the same
  - send you the full amount of the account by cheque/BACS/CHAPS as instructed by you.
- 3.3 If we do not hear from you before the maturity date, the total amount in the account including any interest will be automatically reinvested over an identical term at the interest rate on the date of maturity. By allowing your funds to be automatically reinvested you will be deemed to be investing in a new Guaranteed Investment Account and you will be subject to such terms and conditions as are applicable to the new Guaranteed Investment Account from time to time.
- 3.4 You will receive confirmation for your new Account which will confirm the account number, amount invested, interest rate applied and the maturity date.
- 3.5 Your account will mature on a business day. If the maturity date falls on a non-business day (weekends and bank holidays) then the date of maturity will be moved back to the previous business day.

#### 4. UNAUTHORISED OR INCORRECTLY EXECUTED PAYMENTS

- 4.1 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 payments by telephoning us on 08457 213 213.

#### 5. SECURITY

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

Reasonable security precautions can include:

- not disclosing your security details except when registering or resetting your security details to use 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 statements safe and destroying them safely, e.g. by shredding
  - complying with all reasonable instructions we issue regarding keeping your 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.
- 5.2 If your 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.

- 5.3 We will ask you to co-operate with us by providing information or other assistance in connection with the loss or misuse of your 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.

#### 6. LIABILITY

- 6.1 The maximum you will have to pay us if your 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 5), 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. 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 5 of their loss, theft, misuse or suspected misuse.
- 6.2 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.
- 6.4 Provided you have notified us as required by condition 5 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.

#### 7. INTEREST

- 7.1 Interest rates details are available via telephone banking or online.
- 7.2 Interest rates will be paid at a fixed rate set by the bank when your account is opened.
- 7.3 We will calculate interest on a daily basis on available money in your account. Interest will be calculated from the day we receive cleared funds for payment into your account.
- 7.4 We will pay interest to your account on maturity.

#### 8. STATEMENTS

- 8.1 A statement will be issued to you upon maturity.
- 8.2 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 and confirm to you the action we will take to correct it or whether we need further information from you to investigate.
- 8.3 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.
- 8.4 We may charge you for duplicate statements or other information, unless prevented from doing so by law. Please call customer services for our charges.

#### 9. TELEPHONE BANKING

- 9.1 You can use telephone banking to check the details of your account. Use of telephone banking is in accordance with these conditions and you will need to register a pass-number and security code to use these services.
- 9.2 You can contact us via telephone banking:
  - for Business Banking account on 08457 213 213 – lines are open 24 hours a day, seven days a week, apart from Christmas Day. Our automated service is available 24 hours a day.
  - for Corporate Banking account on 08457 654 654, lines are open Monday to Friday 8am to 5pm.
- 9.3 Calls may be recorded and/or monitored to enhance security, resolve complaints, improve customer service and for staff training purposes.
- 9.4 **Pass-number**  
You must select a four digit pass-number for use when telephoning the bank.
- 9.5 At the beginning of any telephone conversation between you and us, whether incoming to us or outgoing to you, you must confirm part of your pass-number when asked to do so for customer security purposes. We cannot discuss or receive any instructions in relation to your account until the pass-number has been correctly confirmed.
- 9.6 You must ensure that the pass-number is kept confidential at all times to prevent an unauthorised person from using telephone banking.
- 9.7 If you or an authorised person knows or suspects that someone else knows your pass-number, you should immediately contact us. We will then be able to allocate a new pass-number on completion by you of a new registration form.
- 9.8 If you fail to contact us as requested under condition 4.1 you will indemnify us from and against all actions, proceedings, claims and demands which may be brought against us for all losses, costs, charges, damages and expenses which we may incur or for which we may become liable by reason of your failing to notify us as required under 4.1. You will also indemnify us on a full indemnity basis for legal fees and all other collection costs and expenses incurred in the enforcement of this indemnity.
- 9.9 If there is a change in authorised persons your pass-number may be deleted for security reasons and a new one issued.
- 9.10 You authorise us to accept telephone instructions received provided the correct pass-number is used. This condition will continue to apply during any period of notice to terminate the account given by either you or us.
- 9.11 We reserve the right to refuse instruction if we believe there are valid security reasons for such refusal.

#### 10. CLOSING YOUR ACCOUNT

- 10.1 This agreement does have a fixed duration as selected by you in your application. You can not cancel your contract from the day your account is opened.
- 10.2 You can not cancel a Guaranteed Investment Account without our consent. If you require further information please telephone us. The circumstances in which we may agree to cancel the agreement remain at our absolute discretion. If we do agree to cancel the agreement prior to the date of maturity, depending on market conditions, break costs may apply to early termination. Factors affecting the calculation of break costs including but not limited to:
  - time left until the date of maturity
  - the movement of interest rates since the start date of the Guaranteed Investment Account.
- 10.3 We can end this agreement and close your account if you do not pay into the account the minimum deposit required under condition 1.9 within 30 days of the date the account being opened or if 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.
- 10.4 In the event of death we will:
  - act in accordance with instructions provided by your personal representative. If this request is to close then it will need to be done so in accordance with condition 10.2
  - transfer the account into the name(s) of any other person nominated by your personal representatives provided the nomination is in accordance with your instructions.

- 10.5 We will require a grant of probate or letters of administration before transferring or releasing any monies in your account to your executors or personal representatives.
- 10.6 We may use the contact details you have provided, including address and telephone numbers, to contact you. You must phone us on 08457 213 213 or write to us at The Co-operative Bank p.l.c., P.O. Box 250, Delf House, Skelmersdale WN8 6WT 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.

## 11. PERSONAL INFORMATION

### Using and sharing your information

- 11.1 In this condition 11, the following words shall have the special meaning given below:
- "Co-operative Group" means us, The Co-operative Group Limited (Co-operative Group), Co-operative Insurance Society Limited and any companies or organisations the bank, 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 Co-operative database and used by us and The Co-operative Group for the purposes set out below.
- 11.2 We and The Co-operative Group may use, analyse and access your information to maintain and develop our relationships with you. We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:
- 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 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)
  - checking details of job applicants and employees.
- 11.3 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.
- 11.4 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 cash card carriers.
- 11.5 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.
- 11.6 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 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 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 applicants 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.
- 11.7 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.
- 11.8 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.
- 11.9 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.
- 11.10 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.
- 11.11 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.
- 11.12 We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- 11.13 Law enforcement agencies may access and use this information.
- 11.14 We may record and/or monitor telephone calls to enhance security, sort out complaints, improve our customer service and for staff training purposes.

## 12. CUSTOMER RESPONSIBILITIES

- 12.1 You must notify us immediately of any change in:
- business/email address and telephone number
  - directors/members or designated members/committee members/trustees/governors/secretaries/partnerships
  - authorised signatories
  - nominated telephone banking users and such notification must be validly signed in accordance with the bank's existing mandates. Where in law, the legal status of the customer's business (for example a limited company) requires a resolution to effect such changes, a copy of this resolution (or other appropriate authority) must accompany the written notification.
- 12.2 If you ask us to accept instructions by fax (including with a facsimile or lithograph signature), email (and signed attachment in whatever format) or telephone, then in consideration of us agreeing to accept instructions in this way you agree to indemnify us from and against all actions, proceedings, claims and demands which may be brought against us and all losses, costs, charges, damages and expenses which we may incur or for which it may become liable by reason of its having acted on any such instruction from you or an authorised signatory (notwithstanding that any such instruction may not have been duly authorised by you). You will also indemnify us on a full indemnity basis for legal fees and all other collection costs and expenses incurred in the enforcement of this indemnity.
- 12.3 As the Ethical Policy is one of the guiding principles which determine how we conduct our business, it is a condition of the account that you conduct your business in a way that complies with the Ethical Policy.
- 12.4 You must notify us in the event of any proposed or effected change(s) to your circumstances or working practices which may impact upon our Ethical Policy.
- 12.5 We reserve the right to:
- reject any application which reveals information which conflicts with our 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 our Ethical Policy.

## 13. ETHICAL POLICY

13.1 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 us from time to time. Full details are available on our website.

13.2 As the Ethical Policy is one of the guiding principles which determine how we conduct our business, it is a condition of the account that you conduct your business in a way that complies with the Ethical Policy.

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

13.4 We reserve the right to:

- reject any application which reveals information which conflicts with our 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 our Ethical Policy.

## 14. CHANGES

### Changes to our service or these conditions

14.1 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 services or conditions for the reasons listed above:

- where the change is more favourable to you we will tell you of any change at the earliest opportunity after the change has been 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 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.

14.2 Where we make a change for one or more of the reasons in conditions 14.1 we will do so in a reasonable and proportionate manner.

14.3 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.

## 15. GENERAL

- 15.1 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.
- 15.2 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 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, large mutual associations and local authorities: visit [www.fscs.org.uk](http://www.fscs.org.uk) for further details.
- 15.3 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.
- 15.4 You may not transfer any of your rights or responsibilities under this agreement to any person.
- 15.5 You may be responsible for other taxes or costs that are not paid by or via us, e.g. higher rate tax.
- 15.6 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.
- 15.7 If you have a complaint please telephone us on 08457 213 213 or write to The Co-operative Bank, Customer Feedback, 4th Floor, 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. The Co-operative Bank is authorised and regulated by the Financial Services Authority (No. 121885), subscribes to the Lending Code and the Financial Ombudsman Service and is licensed by the Office of Fair Trading (No. 006110).

**Please call 08457 213 213 if you would like to receive this information in an alternative format such as large print, audio or Braille.**

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

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.