

# The co-operative bank

## good with money

### Guaranteed Investment Account terms & conditions

Effective from 1st December 2007

The conditions set out below, together with the application form, and any other conditions which may be implied by law, form the agreement between you and The Co-operative Bank p.l.c. ("agreement"). They tell you how your Guaranteed Investment Deposit Account works and what your and The Co-operative Bank p.l.c.'s obligations are once you open a Guaranteed Investment Deposit Account with us.

#### In these conditions:

##### • **Account** means a Guaranteed Investment Deposit Account

• **Bank** means The Co-operative Bank p.l.c. and any organisation to which the **Bank** may transfer its rights and/or obligations

• **CS** means the **Bank's Customer Services**

• **Central Clearing Cycle** means the three-day inter-bank clearing process for standing order and cheque transactions

• **Customer** means the company, organisation, trust, society, club, sole trader or individual in whose name or in the name of which the **account** is opened

• **Group** means us, The Co-operative Group (CWS) Limited (Co-operative Group), Co-operative Insurance Society Limited (CIS) and any companies or organisations the **Bank**, Co-operative Group or CIS wholly or partly own or are owned by at any time and any other independent Co-operative Societies

- **Information** includes any **information** about you or anyone associated with you, which we or the **Group** hold now or in the future as a result of the application process or other dealings with us or the **Group**, searches or checks at credit reference or fraud prevention agencies, products or services you hold within the **Group** and any transactions for goods or services arising out of your **account** (including the supplier and the type of goods or services), and such **information** may include sensitive **information** as defined in the Data Protection Act 1998
- **Mandate** means the **Bank** document which gives the **customer's** authorised person(s)/signatories authority to sign on the **customer's account(s)** and to authorise the **Bank** to act on the instructions of such person(s)
- **Service** means the **service** provided by the **Bank** via its **Customer Services**
- **Signatory** means any person whom the **customer** has given authority to sign on the **account(s)** on the customer's behalf being duly authorised by the **customer** through the **Bank's mandate**
- **Working Day** means any day other than a Saturday, Sunday and Bank Holidays in England and Wales.

### Guaranteed Investment Account conditions

#### 1. ACCOUNT OPENING

- 1.1 Any person opening an **account** on behalf of a **customer** must be at least 16.
- 1.2 The **customer** (other than clubs and parish councils) must make a single deposit of at least £25,000 to open an **account**. The **Bank** will not accept any further deposits into the **account**.
- 1.3 The **customer** will not be allowed to withdraw any deposit until the **account** has been opened and all funds have been cleared.
- 1.4 The **Bank** reserves the right to require the **customer** to provide references and to complete **mandates** at **account** opening and from time to time.

#### 2. TERM OF ACCOUNT

- 2.1 The **account** is a fixed term investment. The term will start on the day the **account** is opened and will run for a period of three months, six months or one year as selected by the **customer** on the application form.
- 2.2 A statement will be issued on maturity of the **account**.

#### 3. CENTRAL CLEARING CYCLE

- 3.1 The **central clearing cycle** in England and Wales takes three **working days**. This applies to both cheques and standing order payments.
- 3.2 For a cheque to have cleared on your **account**, and the money to be available to withdraw, you need to allow up to five **working days**.
- 3.3 Internal funds transfers between **accounts** held at the Co-operative Bank, instructed either over the telephone or via the Internet, will be available to draw on the same **working day** (subject to system and/or our cut-off times. Please refer to **Customer Services** for full details).

#### 4. INTEREST

- 4.1 Interest will be calculated on a daily basis:
  - if cash is paid into the **account**, on the date on which it is received by the **Bank**.
- 4.2 Interest will be paid at a fixed rate set by the **Bank** and will be payable on maturity or an earlier withdrawal (subject to condition 5.1 and 5.2).

#### 5. WITHDRAWALS

- 5.1 **Customers** may not withdraw part only of the funds in their **account**. If **customers** instruct the **Bank** to do so the **Bank** will close the **account**.
- 5.2 In the event that a **customer** closes the **account** before the end of the fixed term, the **customer** will lose the following amounts of interest (calculated at the same rate at which it is applied to the **account**):
  - 30 days' interest in the case of a three-month **account**
  - 60 days' interest in the case of a six-month **account**
  - 90 days' interest in the case of a one-year **account**.
- 5.3 The **Bank** will write to **customers** about a month before the **account** matures. A **customer** may then ask the **Bank** in writing to:
  - transfer the full amount of the **account** to another Co-operative Bank account
  - transfer the full amount of the **account** to another account
  - send a cheque to the **customer** for the full amount of the **account**.
- 5.4 If the **Bank** does not hear from the **customer** in accordance with condition 5.3, the **Bank** will automatically re-invest the full amount of the **account** and the interest earned at maturity to another account, for the same term as the original **account** in the **customer's** name.

#### 6. REFUSAL OF DEPOSITS/ACCOUNTS AND TERMINATION

- 6.1 The **Bank** may at any time and at its discretion:
  - refuse to open an **account**
  - refuse a deposit
  - require a **customer** to close the **account**
  - discontinue or vary all or any part of the **services**.The **Bank** will, however, make such a decision on the basis of financial, business or legal factors.
- 6.2 In the event that the **Bank** requires a **customer** to close the **account** or intends to discontinue or vary all or any part of the **services** it will normally give **customers** 30 days' notice before doing so except in exceptional circumstances (e.g. fraud investigation).
- 6.3 The **customer** must give the **Bank** written notice of its intention to close the **account** or discontinue its use of the **services**.

#### 7. CUSTOMER'S RESPONSIBILITIES

- 7.1 The **customer** must notify the **bank** immediately in writing to:
  - **CS**, P.O. Box 250, Delf House, Skelmersdale WN8 6WT of any change in:
    - address or telephone number
    - directors/committee members/trustees
    - authorised **signatories**and must provide the **Bank** with any changes to or revised copies of Memorandum and Articles of Association or equivalent constitutional documents.
- 7.2 Any resolutions of the **customer** which affect the **Bank mandate** will only take effect when a copy of the resolutions has been received by the **Bank**.

- 7.3 The **customer** will examine all **Bank** statements and other documentation sent by the **Bank** and will notify the **Bank** immediately of any error.
- 7.4 The **customer** will indemnify the **Bank** for all losses, charges and expenses incurred by the **Bank** as a consequence of the **Bank** having acted on any fax instruction from the **customer**.

#### 8. USING AND SHARING YOUR INFORMATION

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

**I** We and the **Group** may use, analyse and assess **your information** to maintain and develop our relationships with you. **Information** shared with credit reference and fraud prevention agencies may be accessed by other organisations and used by us and them to prevent fraud and money laundering. This may include the following purposes:

  - checking details on applications for credit and credit-related facilities
  - to make credit decisions about you and anyone to whom you are linked financially or other members of your household
  - managing credit and credit-related facilities
  - to consider and implement business, product and technology developments
  - to undertake statistical analysis, financial risk assessment, money laundering checks (which may include telephoning you), compliance and regulatory reporting, fraud prevention and recovering debt
  - checking details on insurance proposals and claims such as motor, household, credit and life and other insurance proposals and insurance claims for you and anyone else linked to your insurance proposal or claim
  - to help us identify products and services which may be of interest to you (unless you have asked us not to)
  - meeting any obligations we may have under the card scheme your card is issued under
  - checking details of job applicants and employees.
- 8.2 We may link your information between your account(s) and other products and services you have with us or the **Group** and with information about others with whom you have a financial link.
- 8.3 We and the **Group** may identify and tell you by letter, telephone, fax, including automated dialling, email or any other means of communication about products and services which may be of interest to you and which are offered by us, the **Group** or other carefully selected organisations or companies (if you do not wish to receive such information, please write to us at **Customer Services**, The Co-operative Bank p.l.c., P.O. Box 250, Skelmersdale WN8 6WT 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.
- 8.4 We will disclose information outside the **Group** only:
  - where you have provided your agreement;
  - to our agents or subcontractors for operational reasons
  - to our affinity partner(s) if you have an affinity product(s)
  - to any persons, including, but not limited to, insurers, who provide a service or benefits to you or for us in connection with your account(s)
  - to licensed credit reference agencies as set out below
  - to fraud prevention and other agencies to help prevent crime or where we suspect fraud
  - if compelled to do so by law
  - for the purpose of compliance and regulatory reporting (for example to the Banking Code Standards Board) and to confirm your identity for money laundering purposes, which may include checking the electoral register
  - to any person to whom we will or intend to transfer our rights or obligations
  - if your card or PIN are lost or stolen, or to meet any obligation we may have under any card scheme your card is issued under
  - to a payee's bank when you make an electronic payment overseas.
- 8.5 We may disclose your information to licensed credit reference and/or fraud prevention agencies to help make financial or insurance proposals and claims decisions (this will be during the application process and on an ongoing basis, to decide whether to continue to make products or services available to you or adjust any level of credit) for you and anyone with whom you are linked financially or other members of your household – our enquiries or searches may be recorded – and credit reference agencies may supply us with financial information.
- 8.6 We may also disclose information to licensed credit reference agencies about how you conduct your account(s) and this information may be shared with other financial institutions to help make financial decisions about you and anyone with whom you are linked financially or other members of your household. If you borrow and do not repay in full and on time, we may tell credit reference agencies who will record the outstanding debt.
- 8.7 A link between joint applicants and/or any individual identified as your financial partner will be created at credit reference agencies, which will link your financial records. You and anyone else with whom you have a financial link understand that each other's information will be taken into account in all future applications by either or both of you. This linking will continue until one of you successfully files a disassociation at the credit reference agencies.
- 8.8 You agree that your information may be transmitted to, from and/or through any country as a result of your use of your account(s) and any services which form part of your account(s) irrespective of the levels of data protection provided in any particular country and at your own risk. If we transfer your information to an

- agent or subcontractor who provides a **service** to **us** in another country outside the European Economic Area **we** will ensure they agree to treat **your information** with the same level of protection as **us**.
- 8.9 If **you** write to **us** and pay a fee **you** have a right of access to **your information** held by **us**. Write to **us** at Customer Care, The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP.
- 8.10 **You** have a right of access to **your information** held by credit reference and fraud prevention agencies on payment of a fee. If **you** ask **we** will tell **you** the name and address of the credit reference and fraud prevention agencies **we** may use.
- 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**.
- 8.11 **We** may record and/or monitor telephone calls to enhance security, sort out complaints, improve **our customer service** and for staff training purposes.
- 9. TELEPHONE BANKING CONDITIONS**
- 9.1 Pass-Number**
- 9.1.1 The **customer** must select a four digit Pass-Number for use when telephoning **CS**.
- 9.1.2 At the beginning of any telephone conversation between the **Bank** and the **customer**, whether incoming to the **Bank** or outgoing from the **Bank**, the **customer** must confirm their Pass-Number when asked to do so for **customer** security purposes. The **Bank** cannot discuss or receive any instructions in relation to the **customer's account** until the Pass-Number has been correctly confirmed.
- 9.1.3 The **customer** must ensure that the Pass-Number is kept confidential at all times to prevent an unauthorised person from using the **services**.
- 9.1.4 If the **customer** knows or suspects that someone else knows its Pass-Number, the **customer** should immediately contact **CS** on 08457 213 213. The **Bank** will then be able to allocate a new Pass-Number on completion by the **customer** of a new registration form.
- 9.1.5 If the **customer** fails to contact **CS** as required under Condition 9.1.4, the **customer** will indemnify the **Bank** from and against all actions, proceedings, claims and demands which may be brought against the **Bank** and all losses, costs, charges, damages and expenses which the **Bank** may incur or for which it may become liable by reason of the **customer** failing to notify the **Bank** as required under condition 9.1.4. The **customer** will also indemnify the **Bank** on a full indemnity basis for legal fees and all other collection costs and expenses incurred in the enforcement of this indemnity.
- 9.1.6 If there is a change in official signatures your Pass-Number may be deleted for security reasons.

- 10. GENERAL**
- 10.1 The **Customer** irrevocably authorises the **Bank** to provide the **Customer's** auditor with such **Information** as he or she may request and supply **information** requested by any subsidiary, parent or associated company of the **Customer**.
- 10.2 The **Bank** will not be liable if it is unable to perform its obligations under this agreement due (directly or indirectly) to the failure of any machine, data processing systems, or any transmission link or any dispute, or anything outside the control of the **Bank**, its agents or sub-contractors. The **Bank** will endeavour to make alternative payment/ deposit arrangements for the **Customer** where this is feasible in the event of a postal strike.
- 10.3 The **Bank** may vary or amend any of these conditions but if the change is to **your** disadvantage, **we** will contact **you** direct at least 30 days before **we** make the change. **We** may make any other change immediately and notify **you** direct within 30 days.
- 10.4 The **Bank** may monitor and/or record communications (telephone, fax or email) between the **Bank** and the **Customer** for security and/or training purposes.
- 10.5 The **Bank** may transfer its rights or obligations under this Agreement at any time, without giving notice.
- 10.6 Any terms and conditions of **your Account** will be in English, governed by English Law and **we** will communicate with **you** in English.
- 10.7 **You** may be liable for other taxes or costs that are not paid by or via **us** e.g. higher rate tax.
- 10.8 The Co-operative Bank is a member of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2002. In respect of deposits with a UK Office, payments under the scheme are limited to 100% of the first £50,000 of the depositor's total deposits held with the **Bank**. Visit [www.fscs.org.uk](http://www.fscs.org.uk) for details. Compensation is generally limited to private individuals or small businesses and partnerships whose annual turnover does not exceed £1m.
- 10.9 **You** also have a right to cancel **your Account** 14 days from **our** receipt of **your** signed agreement or **you** have started to transact on the **Account**. **You** can cancel by writing to **us** at **Customer Services**, The Co-operative Bank p.l.c., P.O. Box 200, Skelmersdale WN8 6NY. **You** will have to repay **us** any amount **you** owe **us** including any interest and charges and, if appropriate cut up any cards. If **you** choose not to cancel, the terms and conditions including any interest rates and account charges will apply.
- 10.10 There is no minimum duration for this **Account**.
- 10.11 If **you** have a complaint, please telephone **CS** on your nominated number in the first instance or write to Customer Services Manager, The Co-operative Bank p.l.c., Delf House, Skelmersdale WN8 6WT.

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

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

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

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

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

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