

The **co-operative** bank
good with money

Current account, overdraft and debit card

Terms and conditions

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

These conditions, together with information in the "Welcome Guide" and our account charges leaflet form the agreement between you, the account holder, and us, The Co-operative Bank p.l.c. Altogether, they set out the features of the current account, they tell you how your current account works and what your and our responsibilities are once you open a current account with us.

We, us or we means The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP.

You can contact us on 08457 212 212 or by writing to Customer Services Manager,

The Co-operative Bank p.l.c., Delf House, Skelmersdale WN8 6GH.

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

Where there is reference in these conditions to close of business details of this can be found in your welcome guide, from any Co-operative Bank branch, via telephone banking or the internet.

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

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

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

The Co-operative Bank p.l.c. 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 16 or over and to have an account you must receive a regular payment (i.e. wage, salary, pension) which you must pay into your account.
- 1.2 We can refuse to accept an application to open an account from you or a deposit.
- 1.3 You can only use your account as a personal account. You must not use it as a club, charity, sole trader, company, partnership or other kind of business account or for any business purposes.
- 1.4 You can allow another person to deal with your account. If you want to do this we will require you to sign a document called a third-party mandate permitting such person to deal with your account. You can also appoint an attorney under a power of attorney. This legal document allows another person to act for you when you are not able to. If you allow another person to deal with your account they must do so in accordance with these conditions and you will be responsible for their actions or omissions as if they were your own.
- 1.5 You may open a joint account, all joint account holders must comply with these conditions. Joint account holders will each be fully responsible for all actions and omissions relating to the account. Please see condition 18 relating to joint accounts.
- 1.6 The currency of the account will be Sterling.

2. Cheques

Paying a cheque into your account

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

Payments by cheque

- 2.3 If you issue a cheque the money will be taken from your account three business days after the person being paid pays it into their bank account, unless it is paid into a building society, a bank outside the United Kingdom or a Post Office®, where it may take longer. If you cash a cheque at one of our branches the amount will be deducted from your account the same day provided it is a business day.
- 2.4 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.

- 2.5 You can tell us to stop a cheque by telephoning 08457 212 212. The charge for stopping a cheque is set out in our account charges leaflet. We cannot stop or cancel a cheque that has been guaranteed by your cheque guarantee card. (Please see condition 2.7 for details.)
- 2.6 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.
- 2.7 You may use your card as a cheque guarantee card if it has a cheque guarantee hologram. After 1st June 2010 any cards issued to new customers or any card issued to existing customers (whether as a result of expiry or upon reissue when reported lost or stolen) will not include the cheque guarantee hologram and this clause (2.7) will no longer apply. We guarantee to pay a cheque guaranteed with your card provided:
 - your card contains a cheque guarantee hologram
 - the cheque is drawn on the account
 - the cheque is issued and dated before the expiry date on your card
 - the cheque is signed by you in the presence of the person being paid
 - the signature on your card and the cheque are the same
 - your card number is written on the back of the cheque by the person being paid
 - your card has not been altered or defaced
 - the cheque is dated with the actual date of issue
 - the amount is within the cheque guarantee limit stated on your card.You cannot stop a cheque guaranteed with your card and you must only issue one guaranteed cheque in any single transaction. If you issue a guaranteed cheque and this would cause your account to overdraw or exceed any formal overdraft limit we will consider this an informal request for our overdraft services in accordance with condition 13 and you may be charged as set out in our account charges leaflet.
- 2.8 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

- 3.1 When you pay cash into your account at any of our branch counters or with your card at a Post Office® the money will be available immediately after we receive it provided the payment in is made before 4.30pm. Cash paid in after 4.30pm will be credited to your account the next business day.
- 3.2 You may withdraw cash from your account by using your card at a cash machine or at any of our branches. If you use your card to withdraw cash from some cash machines you may be charged a cash withdrawal fee as follows:
 - a fee for any cash withdrawn from a UK cash machine displaying the VISA or PLUS sign (i.e. a machine which does not display the LINK symbol) as set out in our account charges leaflet
 - a fee for any cash withdrawal from any cash machine outside the UK as set out in our account charges leaflet. The amount you withdraw will be converted into Sterling using an exchange rate set by Visa which is available at www.visaeurope.com/fxcalculator

The conversion rate may not be the same as when the cash was withdrawn as rates may vary

- some cash machines operated by other financial organisations may apply an additional charge for use of their machine. If this is the case you will be told the charge before you make a withdrawal.
- Our fees are set out in the account charges leaflet.
- 3.3 We will not be responsible if you cannot use your card in a cash machine operated by another financial organisation.
 - 3.4 You may withdraw cash from your account by using your card at any other bank branch which is authorised by VISA (e.g. another high street bank showing the VISA sign). If you do you will be charged a VISA cash withdrawal fee. Please see our account charges leaflet.

4. Electronic Payments into Your Account

- 4.1 We accept the following electronic payments into your account:
 - BACS, Direct Debits and standing orders
 - Faster Payments
 - CHAPS
 - overseas payments.
- 4.2 Payments will be credited to your account immediately after we receive them provided they are received by us before close of business 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.
- 4.3 To enable money to be sent to your account you must provide the sender with your unique identifier (account number and sort code for UK payments or IBAN and BIC for overseas payments). All this information is available to you by accessing your account on the internet or on request through telephone banking.
- 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