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

Affinity Flat Rate Platinum Credit Card Agreement regulated by the Consumer Credit Act 1974

Effective from 1 November 2009.

Key financial information

Credit Limit
Your credit limit will be determined by us from time to time and we will give you notice of your credit limit.

Payments
Each month, you must pay on or before the payment date specified in your statement, at least the minimum payment shown on your statement. The minimum payment is either 2% of the amount shown as owing to us on your statement or £5 (whichever is greater) in respect of any balance transfer and 2% or £5 (whichever is greater) in respect of any promotional balance 2% or £5 (whichever is greater) of any standard balance.
If the balance shown on your statement is less than £5 it will be the total amount of the statement balance.

APR	11.9	% APR variable

Other financial information

Total Charge for Credit
We are required by law to include a Total Charge for Credit. Regulations require us to base this on an amount of money that a customer pays (in interest) for borrowing £1,500 over a 12 month period, which is then repaid in 12 equal monthly instalments. This is illustrative only and may not reflect your personal circumstances.

The total charge for credit (interest) is £91.83

Interest Rates and Charging
We charge the following interest rates:

Purchases	11.9	% per annum
Balance Transfer	11.9	% per annum
Cheques	11.9	% per annum
Cash	11.9	% per annum

Interest rate(s) are variable, please see condition 14.4 of the account terms and conditions. The above interest rates do not include any introductory or promotional interest rates.

For purchases there is an interest free period of up to 46 days if you pay the balance in full on time (see condition 8.4 of the account terms and conditions). There is no interest free period for promotional balances and cash withdrawals. Interest is charged from the date each transaction is applied to the account (not the date you make the transaction) on the amount of the transaction.

Interest is calculated using the interest rate applying as at the statement date. Interest is calculated on the average daily balance since the date of your last statement to the date of your present statement, taking into account any payments and/or refunds that have been made or received.

Other financial information continued

Allocation of Payments
If you only make a part payment to your account we apply that payment in the following order: interest, charges, cash withdrawals and standard rate purchases (this includes any payment protection insurance) then any of the following, starting with the oldest transaction: cheques, balance transfers and Promotional Balances.

Variable Interest Rates and APRs
In working out the APR we have not taken account of any changes we may make to interest rates, handling fees or any other charges which we may introduce or vary at any time by giving you notice under condition 14 of the account terms and conditions.

Key information

If you breach this agreement we may charge you with any costs or expenses which we may incur in order to enforce our rights – see condition 13.2 of the account terms and conditions. In particular we will charge the following:

Late payment charge	£12
Exceeding credit limit charge	£12
Unpaid cheques/Direct Debit charge	£12

We may also charge account charges for various actions including cash withdrawals and foreign currency transactions and gambling transactions – please see condition 9 of the account terms and conditions and our account charges leaflet.

MISSING PAYMENTS

Missing payments could have severe consequences and make obtaining credit more difficult.

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the creditor cannot enforce this agreement without getting a court order.

The Act also gives you a number of rights:
1 You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement.
2 If you received unsatisfactory goods or services paid for under this agreement apart from any bought with a cash loan you may have a right to sue the supplier, the creditor, or both.
3 If the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue the creditor.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens Advice Bureau.

THEFT, LOSS OR MISUSE OF CREDIT CARD

If your credit card is lost, stolen or misused by someone without your permission, you may have to pay up to £50 of any loss to the creditor. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable to the creditor for losses which take place after you have told the creditor about the theft, etc.

YOUR RIGHT TO CANCEL

You have a right to cancel this agreement. You can do this by sending or taking **WRITTEN** notice of cancellation to us at New Business Centre,
The Co-operative Bank, P.O. BOX 200, Delf House, Skelmersdale, Lancs, WN8 6GH.
You have 14 days starting on the day after you have received your card and this copy. You can use the form provided.

If you cancel this agreement any money you have paid, goods given in part exchange (or their value) and property given as security must be returned to you. You will still have to repay any money lent to you, but if you repay all of it before your first instalment is due – or, if you are not paying by instalments, within one month after cancellation – you will not have to pay interest or other charges.

Any goods which you already have under the agreement, apart from any purchased out of a cash loan, will have to be returned. Such goods should not be used and should be kept safe. Legal action maybe taken against you if you do not take proper care of them. You can wait for them to be collected from you and you need not hand them over unless you receive a written request. If you wish, however, you may return the goods yourself.

You will not, however, be required to hand back any goods supplied to meet an emergency or which have already been incorporated, for example in your home. But you will still be liable to pay for emergency goods or services or for any goods which have been incorporated by you or one of your relatives.

CANCELLATION FORM

Complete and return this form ONLY IF YOU WISH TO CANCEL THE AGREEMENT
To: The Co-operative Bank p.l.c
I hereby give notice that I wish to cancel this agreement

Signed: _____

PRINT NAME: _____

Account No: _____

Date: _____

The Co-operative Bank Affinity Flat Rate Platinum Credit Card Conditions of Use

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

These conditions, together with information in the 'Welcome guide' and the 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 credit card, they tell you how your credit card account works and what your and our responsibilities are once you open an account with us.

We can refuse to accept an application to open an account from you.

1. WORDS WITH SPECIAL MEANINGS

Some of the words we use in these conditions have special meanings, including:

- "Business Day" means any day other than Saturday, Sunday or a bank holiday in England and Wales
- "Card" means any credit card we give to you under this agreement including any renewed or replaced cards or any credit card given to an additional cardholder
- "Credit Limit" means the maximum we allow you to borrow on your account
- "Gambling Transactions" means the use of any Card to buy lottery tickets or take part in any form of gambling including betting, gaming or wagering
- "Group" means us, the Co-operative Group Limited, Co-operative Insurance Society Limited and any company or organisations we or they wholly or partly own or are owned by at any time and any other independent UK Co-operative Societies
- "PIN" means the Personal Identification Number we give you (or the additional cardholder) to use with the Card
- "Promotional Balance" means any amount you owe us from a special account promotion which may include a reduced rate of interest or special terms for particular Transactions including unpaid interest
- "Standard Balance" means any amount you owe us in respect of your account not including Promotional Balances
- "Transactions" means any payment for goods or services or any cash withdrawal, purchase of travellers' cheques or foreign currency using the Card, Card number, or PIN, or any other spending on the account authorised by you or the additional cardholder even if not signed
- "We", "us", or "our", means The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester, M60 4EP and any part of The Co-operative Bank p.l.c. such as smile, and any of our agents or subcontractors, if appropriate.

2. CARD AND PIN

2.1 We will open an account in your name, give you a Card to use as part of your account and tell you your Credit Limit.

2.2 You must do the following:

- sign your Card when you receive it
- keep your Card secure at all times and not let any other person use your Card or Card number
- only use your Card within the Credit Limit
- not use your Card before or after the period it is valid or for any illegal purpose
- use your Card within the terms of this agreement.

2.3 We will issue you with a PIN which you can use with your Card to:

- withdraw cash from a cash machine and
- purchase goods or services from a retailer or other supplier by either inputting your PIN into a key pad or using your signature.

2.4 You must not use your Card:

- after the end of the month it expires
- after we have asked you to return it to us or told you it is cancelled in accordance with these conditions
- after its use is suspended or your account is closed in accordance with these conditions.

2.5 You must destroy the Card when it expires or is cancelled by cutting it in half.

2.6 You may be responsible for all losses from use of your Card and/or PIN if you have acted without reasonable care, including not complying with condition 4 (Security) or you have acted fraudulently.

2.7 You may use your Card to pay for goods and services through a number of different channels, e.g. internet, telephone, television or mail order. You must not disclose your PIN to anyone.

2.8 We will register you with a service called Verified by Visa to help reduce fraud. Then, if you pay for goods or services ordered on the internet using your Card and the retailer or supplier participates in Verified by Visa, you will need to use the service. If you do not use the service, we may not authorise further internet Transactions with participating retailers and suppliers.

2.9 We will not be responsible if any person, bank (or cash machine) retailer or other supplier refuses to accept your Card or if you cannot use your Card to make a payment. If this happens please telephone us on 0845 600 6000 and we will explain the reasons for the refusal and what action you may be able to take to correct this.

2.10 You cannot stop a Card payment. You may get a refund from the retailer. We will credit your account and apply the amount of the refund from the date of the refund if we receive instructions or a refund voucher from a retailer.

2.11 We may refuse to authorise a payment if we consider that your Card or account has been or is likely to be misused, or for fraud prevention. If this happens please telephone us on 0845 600 6000 and we will explain the reasons for the refusal and what action you may be able to take to correct this. For decision making and Card misuse purposes we may refer an authorisation request back to the retailer or supplier for further information. This may require you to provide further identification.

This may also be done on a random basis for fraud prevention purposes.
2.12 If you use your Card to withdraw cash from some cash machines you will be charged as follows:
• a cash withdrawal fee for any cash withdrawn from any UK cash machine as set out in the account charges leaflet (except for Clear Card)
• a cash withdrawal fee for any cash withdrawn from any cash machine outside the UK as set out in the account charges leaflet (except for Clear Card)
• some cash machines operated by other financial organisations may apply an additional charge for use of their machine. Please check at the time of withdrawal.
We will not be responsible if you cannot use your Card in a cash machine operated by another financial organisation.
2.13 The Card belongs to us. There may be times that we ask you not to use the Card and return it to us. We will notify you if we do this and you must not then use the Card. We will only do this when we have good reasons:
• if you seriously or repeatedly break this agreement
• if you fail to satisfy a statutory demand
• if you are made bankrupt
• upon your death.
A person acting for us may recover the Card. We may charge you our reasonable costs if this is the case.

3. ADDITIONAL CARD

3.1 You may apply for an additional Card of the same type as your Card for another person (the additional cardholder).
3.2 If we agree to your request, we will send the additional Card to you. You must ensure the additional cardholder receives it and keeps to these conditions, particularly condition 2 (Card and PIN) and condition 4 (Security).
3.3 You are responsible for all use of the additional Card. You must pay us for all Transactions the additional cardholder makes even if you disapprove of the Transactions, or if the additional cardholder breaks these conditions.
3.4 We will not give an additional cardholder any information about your account or Transactions without your written authority.
3.5 You may cancel the additional Card only by telephoning us on 0845 600 6000 and returning the additional card to us cut in half. You are responsible for any Transactions carried out before the additional Card is returned to us.

4. SECURITY

4.1 You must take all reasonable precautions to prevent misuse of your account, any Cards and your customer security details (this can include PINs, account and Card details, and other security details which can include security codes, passwords or secure personal information which allow you to access your account, including internet and telephone banking). Failure to take reasonable precautions may result in access to your account, or additional services such as telephone or internet banking, being blocked. Reasonable precautions can include:
• signing a Card as soon as you receive it
• keeping your Card apart from your PIN
• keeping your Card and cheques safe and not allowing anyone else to use your Card, PIN or other security details
• not disclosing your Cards or security details except when using your Card or making payments or registering or resetting your security details to use internet or telephone banking
• destroying the PIN advice
• never disclosing or writing down your PIN or security details in any way that can be understood by someone else, including an additional cardholder
• not choosing a PIN or security details which may be easy to guess
• ensuring no one hears or sees you when you are using your security details or PIN
• keeping receipts and statements safe and destroying them safely, e.g. by shredding
• complying with all reasonable instructions we give to you regarding keeping your Card, PIN and security details safe
• telling us as soon as possible of a change of name, address or other contact details so that correspondence or replacement Cards do not get into the wrong hands and
• exiting internet banking when leaving a computer terminal unattended.
4.2 If your Cards, PIN or security details are lost or stolen or you think someone knows them or has used or tried to use them please tell us immediately you are aware by telephoning us on 0845 600 6000.
4.3 We will ask you to co-operate with us by providing information or other assistance reasonably requested by us in connection with the loss or misuse of your Card, PIN 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.
4.4 If you find your Card after reporting it lost or stolen or you think someone has used or tried to use it you must not use it. You must destroy it as appropriate, by cutting it into pieces and disposing of it safely and/or returning it to us at The Co-operative Bank, Delf House, Skelmersdale, WN8 6GH.
4.5 The maximum you will have to pay us if your Card, PIN or security details are used without your permission is £50. If they are used with your permission or as a result of you acting fraudulently or without reasonable precautions (see condition 4.1), 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 your card or any of your personal security details, you may have to repay all losses.

4.6 When you use your customer security details you are authorising us to carry out all your instructions.
4.7 For your protection we reserve the right to suspend access if:
• incorrect customer security details were used to attempt to access your account
• we suspect an unauthorised person is attempting to access your account.

5. TRANSACTIONS AND CREDIT LIMIT

5.1 When we open the account we will tell you your Credit Limit. We may change the Credit Limit from time to time for the following reasons and will notify you:
• in the interests of responsible lending
• where your spending pattern or level of usage shows a larger Credit Limit is required
• to reduce the risk of fraud.
5.2 We may limit the amount of any cash withdrawal and how much you can withdraw each day. (Please see Welcome Guide for further details).
5.3 You must make sure you never go over the Credit Limit. Transactions may be refused if they would cause you to go over the Credit Limit. If this happens please telephone us on 0845 600 6000 and we will explain the reasons for the refusal and what action you may be able to take to correct this. If as a service to you we have authorised a Transaction that takes your account over its Credit Limit you will still have to pay any charges we make for being over the Credit Limit. Such charges are set out in our account charges leaflet.

6. INTEREST

6.1 Your initial interest rate is detailed on your agreement form. All interest rates are variable (please see clause 14 for details). Any Annual Percentage Rates do not take any future variation into account.
6.2 We may, from time to time, have special offers that apply to your account, such as a reduced rate of interest for a promotional period. We will tell you of such special offers in writing, by telephone or email or other means. We may withdraw any such special offers at any time and will tell you when we do so.
6.3 We charge interest on a daily basis on the amount of any Standard Balance and any Promotional Balance.
6.4 Interest is charged from the date each Transaction is applied to your account (not the date you make the Transaction) on the amount of the Transaction.
6.5 Interest is calculated using the interest rate applying as at the statement date. Interest is calculated on the average daily balance since the date of your last statement to the date of your present statement taking into account any payments and/or refunds that have been made or received.
6.6 If you do not pay the total balance shown on your statement in full by the payment date, the amount you have not paid will become part of the Standard Balance or Promotional Balance, as appropriate, from the date of that statement and we will charge interest on it.
6.7 Except in the case of Promotional Balances, cash withdrawals, and Gambling Transactions, you will pay no interest if the full balance on the statement is credited as cleared funds by the payment date (see condition 8.9 for details of clearing).
6.8 We charge interest on Promotional Balances, cash withdrawals, cheques and Gambling Transactions from and including the date each Transaction is applied to your account (not the date you make the Transaction) even if you do pay the full balance by the payment date.

7. STATEMENTS

7.1 We will send you a monthly statement if there is an outstanding balance on your account or if payments have been made. This will identify all Transactions and payments applied to your account for the period of time set out on your statement. Information about each Transaction and payment is also available via telephone and internet banking.
7.2 Please ensure you check your statement and inform us:
• as soon as possible if there is an item you do not recognise. We will investigate and if there has been an error correct it
• as soon as possible (in any event within eight weeks from the date the payment was taken) if there is payment you have authorised but the amount differs to that which you expected to pay. We will investigate and within 10 Business Days confirm to you the action we will take to correct it or whether we need further information from you to investigate the error.
7.3 If you do not receive your statement please call us on 0845 600 6000. If there is an outstanding balance, you have to pay us even if for some reason you have not received your monthly statement.
7.4 If we are unable to produce or send you your normal statement, we will choose a date each month as a statement date for the purpose of calculating interest and establishing the date on which payment is due. We will, tell you these dates as soon as we are able.

8. PAYMENTS

Using your card to make a Transaction

8.1 We will charge the amount of any Transactions to your account. Once you have made a Transaction, it cannot be stopped.
8.2 All Transactions will be in sterling or the currency of the country where you use your Card. Transactions made in currencies other than sterling will be converted into sterling using a reference exchange rate set by Visa which is available at www.visaeurope.com
The conversion rate may not be the same as when the Transaction was made as rates may vary. We will also apply an additional charge to the total of the sterling amount of the foreign currency Transaction as set out in the account charges leaflet.

8.3 When you use your Card we may be asked to approve the proposed Transaction. If we give approval we will immediately reduce the amount available on the account by the amount of the Transaction, even before the Transaction has been taken from the account. We may decide not to approve the Transaction or make a payment out of your account if:

- your Card has been reported as or we suspect it is lost or stolen
- you have seriously or repeatedly broken these conditions
- if the proposed Transaction would make you go over the Credit Limit (including Transactions approved but not taken from the account)
- we suspect the payment to be fraudulent as part of our monitoring for fraud prevention purposes.

If this happens please telephone us on 0845 600 6000 and we will explain the reasons for the refusal and what action you may be able to take to correct this.

Paying money to your account

8.4 Your statement will show the full balance, the minimum you must pay, and the payment date. Full payment will be due 28 days (if you have an interest free period of 59 days) or 15 days (if you have an interest free period of 46 days) after the statement date.

8.5 If you pay off the full amount you owe us shown on your statement we will not charge you any interest for that month except interest charged on any:

- Promotional Balances
- cash withdrawals
- cheques
- Gambling Transactions from the date each Transaction is applied to your account (not the date you make the Transaction).

8.6 If you only make a part payment to your account we apply that payment in the following order: interest, charges, cash withdrawals and standard rate purchases (this includes any payment protection insurance), then any of the following, starting with the oldest transaction: cheques, balance transfers and Promotional Balances.

8.7 The minimum payment is either 2% of the amount shown as owing to us on your statement or £5 (whichever is the greater).If you pay the minimum payment the amount paid will be applied in the same order set out in the condition 8.6 above.

8.8 You may pay either the minimum payment or the full payment each month by means of a Direct Debit option by contacting us on 0845 600 6000. Any minimum payment will be applied to your account as set out in condition 8.7 above. Any full payment will be applied to your account as set out in condition 8.5 above.

8.9 Payment is only made when cleared funds are credited to the account. The central clearing cycle for England and Wales is the time taken for payments made to your account to be added as follows:

- when you pay a cheque into your account you will have to wait four Business Days after the Business Day it has been paid in before the money is cleared funds in your account
- 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 six Business Days after the Business Day it has been paid before the money is cleared funds in your account
- if you have instructed your bank to make a payment to your account by direct debit, the payment will be requested from your nominated account on the day set out on your statement (or nearest Business Day) and applied to your account on the day we receive it
- if you pay your account from an account held with us either by telephone or internet banking the payment will be applied to your account on the next Business Day provided the instruction is before 9pm. Transfers made after 9pm will be added to your account on the second Business Day after receipt of your instructions
- if you pay your account from an account held with another bank either by telephone or internet banking the payment will be applied to your account immediately we receive it.

From 1 November 2009 we will no longer be accepting cash deposits or debit card payments in our branch network as a payment method for credit cards.

8.10 To enable monies to be sent to your account you must provide the sender with your sort code and account number and if applicable your Card number. This is known as the "Unique Identifier". All this information is available to you by accessing your account on the internet or on request through telephone banking.

8.11 In determining 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.

8.12 If you or the sender ask us to assist in recovering funds where an incorrect Unique Identifier has been used, we will use our reasonable efforts to do so and may charge you our reasonable costs for doing so for this.

8.13 You must repay any excess over the Credit Limit or any arrears in full immediately.

8.14 All amounts you owe us in respect of the account must be repaid immediately in full:

- if you seriously or repeatedly break this agreement
- if you fail to satisfy a statutory demand
- if you are made bankrupt
- upon your death.

8.15 As we process payments automatically, we may accept partial payments marked “payment in full” or other similar language without losing our right to claim full payment.

Making a payment to another account

8.16 When making a payment to another account for a balance transfer, it is important you ensure the accuracy of both the sort code, account number and reference number (if applicable) of the account you are sending the payment to. This is known as the “Unique Identifier”.

8.17 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.

8.18 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.

8.19 Payment instructions can be given to us using telephone banking or personally at a branch counter, complying with the security requirements described at condition 4 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 8.22 and 8.23.

8.20 When you tell us to make a payment in Sterling to a recipient in the United Kingdom, and provided you tell us before 9pm 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 working days following the day the instruction was received
- from 1 January 2012, the next working day following the day the instruction was received.

8.21 There may be a delay in us carrying out your payment instructions while monitoring and/or fraud prevention checks take place.

8.22 If you want to cancel a balance transfer tell us by telephoning us on 0845 600 6000 before 8pm the Business Day before the payment is due to be paid.

8.23 If you want to cancel a regular card payment from your account tell us, but you must also tell the person or organisation that collects the payment that you have cancelled it. You may not be able to cancel any particular payment after the time of receipt of the payment instruction.

9. CHARGES

9.1 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, charges for our services and other relevant charges such as default charges. You can also find out about these charges on our website, by telephoning us on 0845 600 6000 or asking staff in our branches.

9.2 We may vary our charges or introduce new ones in accordance with condition 14.2. You will be charged a fee for any cash withdrawal from any cash machine or a Visa authorised bank branch or when you purchase travellers' cheques or foreign currency with your Card. Details are explained and set out in our account charges leaflet.

9.3 If you ask for additional services or information that we do not typically offer we may charge our reasonable costs for such service or information but will advise you of the amount at the time of your request.

9.4 We may charge our reasonable costs for reminders, notices and other expenses incurred as a result of you breaking this agreement. These charges will be added to your account.

9.5 We will tell you in advance, on your statement or by letter, if a charge is due.

10. CHANGING THE TYPE OF CARD YOU HAVE

10.1 We will decide which type of Card to give you under this agreement, including any renewal, replacement or additional Card. This means that we may give a different type of Card from the one you applied for, or from the one previously given to you. The reasons for giving you a different type of Card are:

- the Card has been withdrawn for valid reasons set out in condition 14
- your account has not been used for a significant period of time
- your new Card offers more benefits.

10.2 If, after we have given you a Card, you change from one type of Card to another we will give you a new account number. We will transfer your outstanding balance and any further Transactions to the new account and close the old account.

10.3 The new Card and account will be effective, and the old Card will cease to be valid from the date it is transferred. We will give you 30 days' notice of the date of transfer.

10.4 You should note that interest rates, charges, Credit Limits and promotional schemes may be different on the new and old Cards. Those for your new Card will apply from the date the transferred funds are applied to your account.

10.5 If you do not wish to change your Card type please call us on 0845 600 6000 within 30 days of receipt of the new Card. You are able to close the account if you choose. Please see condition 12.

11. TELEPHONE AND INTERNET BANKING

11.1 You can access telephone and internet banking about your 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 and internet banking is in accordance with these conditions and you will need to register a security code and secure personal information to use these services.

11.2 You can contact us on 0845 600 6000. Lines are open 24 hours a day, 7 days a week, apart from Christmas Day. Our automated service is available 24 hours a day. Calls may be recorded and/or monitored to enhance security, resolve complaints, improve customer service and for staff training purposes.
11.3 To access telephone and internet banking we will ask you for account details, two digits of your security code and part of your secure personal information.
11.4 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 8 for details on how to make payments.
11.5 You will be responsible for payments or other losses from your account which you have not authorised if you have not taken reasonable precautions as set out in condition 4 (Security).
11.6 We may refuse to carry out your instructions, e.g., if a payment exceeds a particular value or we suspect 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 internet banking, being blocked.
11.7 The speed of or lack of interruption in relation to internet banking are not guaranteed.
11.8 To use internet banking you need to have cookies enabled. Cookies are small files stored on a computer's hard drive. Cookies are generally harmless and are used to recognise a user so that they can receive a more consistent experience at a website. We use permanent cookies to identify the link you used to find our website, check which browser you use so we can ensure our website and service works well for your computer and to monitor traffic on our website. In some circumstances, if you do not want to accept cookies from websites other than us you can set up a trusted site. This means you can switch cookies on for us but off for other websites. For assistance in how to do this, contact our technical helpdesk at ibis@co-operativebank.co.uk or on 0870 600 0328. We use temporary cookies for security purposes but these are removed when you close down your browser.
11.9 In addition to the reasonable precautions in condition 4.1, when using internet banking, we recommend:
• you purchase anti-virus software and take regular updates
• you purchase personal firewall software
• you do not access your account from a computer in a public place
• you log off using the exit link on screen
• you log back in and then log off correctly if you are disconnected from your internet service provider during an internet banking session
• you do not open emails from unknown sources
• you install any new security up dates from your browser supplier and
• you do not send any account details to us by a message which is not encrypted.

12. CLOSING YOUR ACCOUNT

12.1 You can end this agreement and close your account at any time by phoning us on 0845 600 6000 or writing to us at The Co-operative Bank, Delf House, Skelmersdale, WN8 6NY.
If you end the agreement you must return all Cards and cheques (cut in half) and repay all the amounts you owe under the agreement.
12.2 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) which justify us closing your account with less notice.
12.3 For 14 days (10 Business Days) after the date we have received your signed application or you have started to transact on your account, you have a right to cancel and close your account. You can do this by writing to us at The Co-operative Bank, Delf House, Skelmersdale, WN8 6NY.
12.4 When the agreement ends we will continue to apply interest and charges until you have paid everything you owe under the agreement.
12.5 You must make sure there are no Transactions after this agreement has ended or the account has been closed. You are responsible for cancelling any continuous payment authorities or standing order instructions with the retailers concerned. You must still repay on demand Transactions debited to the account after this agreement ends together with any interest.

13. BREAKING THE AGREEMENT

13.1 If you seriously break this agreement we may require you to repay in full all outstanding amounts on your account together with any applicable interest and charges.
13.2 We may add to your account any reasonable costs or expenses which we have to reasonably pay in order to enforce our rights (including the cost of late payment letters and any other charges as set out in our account charges leaflet from time to time or in the Key Information section).
13.3 We may, if you have seriously broken this agreement or where we have good reason to suspect there may be fraudulent activity on your account, without notice:
• cancel or suspend your and/or the additional cardholder's right to use the Card and cheques entirely or in respect of specific facilities
• refuse to reissue, renew or replace any Card.
13.4 If we do withdraw any Card or cheques or close your account in any of the circumstances referred to above you must nevertheless continue to comply with this agreement until any outstanding balance on your account has been repaid.

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 lending 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 card or account has not been used for 12 months.

Changes to our charges

14.2. In addition to the reasons listed above we can make changes to the charges applicable to the account 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.

Letting you know about changes

14.3 Where we make changes to our services, these conditions or our charges under conditions 14.1 or 14.2 we will inform you of any change at the earliest opportunity after the change has been made in national press advertisements, statement messages or statement inserts, or writing to you (this can include email). If any change we make is to your disadvantage we will tell you about it by personal notice at least 30 days before we make the 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.

Remember you can close your account at any time if you want (see condition 12).

Changes to interest rates

14.4 We may change interest rates without notice provided there is a valid reason for doing so.

Changes may be made to interest rates for the following reasons:

- to respond to a change or changes in the bank rate (that is the rate set by the Bank of England (or any successor).
- to respond to a change in LIBOR (that is the London Inter Bank Offered Rate) or equivalent money market rate which impacts on the costs we incur in acquiring funding
- to respond to changes in the rates of interest which banks or other organisations offering similar services charge to customers with similar products
- to respond to changes in our credit assessment of you.

We will inform you of any change at the earliest opportunity after the rate is changed in national press advertisements, statement messages or statement inserts, or writing to you (this can include email).

The new rates will apply to Transactions and to any outstanding balance on the account from the date the rate changes. Remember you can close your account at any time if you want (see condition 12).

14.5 Where we make a change for one or more of the reasons in conditions 14.1, 14.2 or 14.4, we will do so in a reasonable and proportionate manner.

14.6 If we make a number of changes or a major change to these conditions during any 12-month period, we will provide you a full copy of the revised conditions.

15. PAYMENT PROTECTION INSURANCE

If the credit card Payment Protection insurance policy is cancelled, you authorise us to arrange and enter into a new credit card Payment Protection insurance policy with another insurer ("New Policy"), as your agent on your behalf. We will give you reasonable advance notice of the terms of the New Policy.

This condition represents your prior request to provide the New Policy but you may notify us in writing if you do not want the New Policy before it is entered into. You may at any time cancel the authority and request contained in this condition by notice in writing to us although your notice will not affect New Policies entered into before we receive your notice.

16. GENERAL

16.1 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.

16 .2 If we relax our rights against you under this agreement on one or more occasion, this will not prevent us from strictly applying our rights against you at any time.

16.3 We may use the contact details you have provided, including address and telephone numbers, to contact you. You must phone us on 0845 600 6000 or write to us at The Co-operative Bank, Delf House, Skelmersdale, WN8 6NY 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.
16.4 We may transfer our rights and/or responsibilities under this agreement to any person if:
• that other person is authorised by the Office of Fair Trading to undertake regulated consumer credit business 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.
No such transfer will affect any rights you have under this agreement.
You may not transfer any of your rights or responsibilities under this agreement to any person.
16.5 This agreement is in English and we will communicate with you in English. This agreement is governed by English Law. Any dispute which arises in relation to this agreement shall be dealt with by any court in the UK, IOM or Channel Islands which is able to hear the case.
16.6 You may be liable for other taxes or costs that are not paid via or by us.
16.7 There is no minimum duration for this agreement.
16.8 Subject to any statutory rights you may have you may not use any claim against any other person as a defence or counterclaim against us. For example, if you have a dispute with a third party over a Transaction with your card you must keep making payments to us while you are resolving it. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.
16.9 You may not transfer any rights you may have against us to any other person.
16.10 A person who is not a party to this agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce its terms. This means that only you have the right to enforce a term of this agreement.
16.11 If you have a complaint please telephone us on 0845 600 6000 or write to Customer Services Manager, The Co-operative Bank, Delf House, Skelmersdale, WN8 6NY. 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.

17. USING AND SHARING YOUR INFORMATION

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

We and the Group may use, analyse and access your information to maintain and develop our relationships with you. Information shared with the credit reference and fraud prevention agencies may be accessed by other organisations and used by us and them to prevent fraud and money laundering.
This may include the following purposes:
• checking details on applications for credit and credit-related facilities
• to make credit decisions about you and anyone to whom you are linked financially or other members of your household
• managing credit and credit-related facilities
• to consider and implement business, product and technology developments
• to undertake statistical analysis, financial risk assessment, money laundering checks (which may include telephoning you), compliance and regulatory reporting, fraud prevention and recovering debt
• checking details on insurance proposals and claims such as motor, household, credit and life and other insurance proposals and insurance claims for you and anyone else linked to your insurance proposal or claim
• to help us identify products and services which may be of interest to you (unless you have asked us not to)
• meeting any obligations we may have under the card scheme your Card is issued under
• checking details of job applicants and employees.

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.

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.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 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
• 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.

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. 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. 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 a right of access to your information held by us. Write to us at Customer Care, The Co-operative Bank, 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.

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

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

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

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

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

Interest rates are correct at time of going to press (09/09). Credit facilities are subject to status.
The Co-operative Bank reserves the right to decline any application or offer a Card product at a rate that differs from those advertised.

Calls may be monitored or recorded for security and training purposes. For BT customers 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.

co-operativebank.co.uk

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