

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

Offshore Fixed Term Deposit account

Application form

Savings application form

Your information: It is essential you read carefully the section headed 'Using and sharing your information' in the terms and conditions of your account(s). This explains how we will use your information.

 You will see this padlock symbol by the section.

The Data Controller is The Co-operative Bank p.l.c.

Credit Reference & Fraud Prevention Agencies: Credit searches and other information which is provided to us and/or the credit reference agencies about you and anyone with whom you are linked financially may be used by us or the group and other companies or organisations if credit decisions are made about you or anyone with whom you are linked financially or other members of your household. This information may also be used for debt tracing and the prevention of money laundering as well as the management of your account(s). In addition, we may ask you to provide physical forms of identification and/or we may telephone you to confirm your identity.

To prevent or detect fraud or to assist in verifying your identity we may make searches of group records and at fraud prevention agencies who will supply us with information. We may also pass

information to financial and other organisations involved in fraud prevention to protect ourselves and our customers from theft and fraud. If you give us false or inaccurate information and fraud is identified, details will be passed to fraud prevention agencies. We, members of the group, and other companies or organisations may use this information if financial or motor, household, credit, life or any other insurance facility decisions are made about you or others at your address(es). It may also be used for tracing and claims assessments and verifying identity.

By stating a financial link with another party, you are also declaring that you are entitled to:

- disclose information about your joint applicant and/or anyone else referred to by you,
- authorise us to search, link and/or record information at credit reference agencies about you and/or anyone else referred to by you.

Information held about you by the credit reference agencies may already be linked to records relating to anyone with whom you have a financial relationship, such as a joint account. For the purposes of this application you may be treated as financially linked and your application will be assessed with reference to any linked records.

Offshore Fixed Term Deposit account

Full names, address, telephone number, country of nationality and date of birth details must be given or the application will be delayed or returned. If you are new to The Co-operative Bank, please remember to provide proof of your identity and address. For further advice on what proofs we can accept, please contact Guernsey branch on 01481 710 527, or call into your local branch.

PLEASE COMPLETE IN BLOCK CAPITALS AND IN BLACK INK

If you hold a Co-operative bank account please enter:

Sort code (top right hand corner of cheque)

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Account number

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If you currently hold a Co-operative Bank Visa card or flexible loan account, please give account number

4	5																		
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Your name and address

Title Full first name (this section must be completed)

--	--

Full middle name(s)

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Surname

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Any other name(s) you have been known as in the last six years (Please include previous title(s) if this has changed)

Sex M F

Date of birth

DD	MM	YYYY
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Country of nationality

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Present address

Postcode

Time at this address*

Years	Months
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*If less than three years please fill in previous address details below

Postcode

Time at this address

Years	Months
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Mailing address if different from the residential address

Postcode

Reason for using mailing address

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Home telephone number

STD code	No.
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Mobile telephone number

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email address

--

Memorable name **For security reasons**

--

Town and country of birth

--

Employment details

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Joint applicant's details (if applicable)

Title Full first name (this section must be completed)

--	--

Full middle name(s)

--

Surname

--

Any other name(s) you have been known as in the last six years (Please include previous title(s) if this has changed)

Sex M F

Date of birth

DD	MM	YYYY
----	----	------

Country of nationality

--

Present address

Postcode

Time at this address*

Years	Months
-------	--------

*If less than three years please fill in previous address details below

Postcode

Time at this address

Years	Months
-------	--------

Home telephone number

STD code	No.
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Mobile telephone number

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email address

--

Memorable name

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For security reasons

Town and country of birth

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Employment details

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Offshore Fixed Term Deposit account terms and conditions

The conditions set out below, together with the application form and any other conditions that may be implied by law, form the agreement between you and us. The Co-operative Bank p.l.c. They tell you how your account works and what your and our obligations are once you invest in the Offshore Fixed Term Deposit Account with us. In these conditions:

account charges means the **account charges** leaflet made available to you in respect of the account from time to time

account means your Offshore Fixed Term Deposit Account operated and maintained by us

available money means funds which have cleared on your **account** or any amount invested with us

customer security details means your security code and secure personal information registered with us for use when you become a customer

group means us, the Co-operative Group (CWS) Limited (Co-operative Group), Co-operative Insurance Society Limited and any companies or organisations the Bank, Co-operative Group or The Co-operative Insurance Society Limited 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 and 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

personal information means information we may obtain about you relating to the investment and your financial affairs. This information may include 'sensitive personal data' as defined in the Data Protection Act 1998

the Deposit means the monies paid into the **account** on the day the **account** is opened

we, us or our means The Co-operative Bank p.l.c. and any organisation to which **we** may transfer **our** rights and/or obligations

you or your means the investor(s) who is (are) named in and has (have) signed the application form.

1. ACCOUNT BASICS

- 1.1 To open and maintain an **account** you must:
 - be a resident in the UK, the Channel Islands, the Isle of Man or a British Expatriate living overseas
 - over the age of 16 years at the time of application.

- 1.2 Any money you put into **your account** must be:

- in sterling
- a recognised UK bank cheque.

- 1.3 **You** can only apply:

- as a sole beneficiary
- as joint beneficial owners.

- 1.4 **We** cannot accept applications on behalf of corporate bodies, clubs and societies.

- 1.5 **We** are obliged to confirm **your** true identity and reserve the right to decline any application or **deposit**.

2. APPLICATIONS IN JOINT ACCOUNTS

- 2.1 **You** may invest in joint names with one other person. **We** may accept and act on instructions provided by one of **you** by telephone or in writing even if the other disagrees. All subsequent correspondence will be addressed to the first named party on the application form.

3. INVESTMENT

- 3.1 **You** need to pay at least £5,000 into **your account** and not more than £1,000,000. **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.

4. TERM OF ACCOUNT

- 4.1 **Your account** is a fixed term investment (this means that it lasts for a fixed period). The term of the **account** will start on the day the **account** is opened (**we** will write to **you** to confirm this date) and will run for the period selected by **you** on your application form.

5. INTEREST

- 5.1 Interest will be calculated on a daily basis:
 - if **you** have paid cash into **your account**, from the date **we** receive that cash
 - if **you** paid a cheque into **your account**, from the date the cheque clears on **your account**.Please refer to the website for details of our clearing timescales.

- 5.2 **We** will pay interest to **you** at **your** option either:

- when the **account** matures, or
- on a monthly basis by transfer to another bank account (specified by you on this application form).

- 5.3 Once **you** have selected **your** interest payment option, **you** cannot change to the other option. Details of the rates **we** will pay together with any charges **we** may introduce from time to time for running **your account** are set out in the Account charges leaflet and are detailed on co-operativebank.co.uk or you can contact us at the address or phone number detailed in 11.2.

- 5.4 Details of any charges **we** may introduce from time to time for running **your account** are set out in the **account charges** leaflet, or **you** can contact **us** at the address detailed in 11.2.
- 5.5 Credit interest will be paid without the deduction of tax. It remains **your** responsibility to discharge any tax liability to the relevant tax authorities in **your** country of residence.

For applicants resident within the European Union, the provisions of the EU Savings Tax Directive require that **your** identity and residence, the amount of **your** savings income received and **your account** number be reported to the Guernsey Income Tax authorities, who will then forward such information to the tax authority of the EU member state in which **you** are resident.

- 5.6 The interest rate of **your** Offshore Fixed Term Deposit account will be confirmed in your welcome pack.

6. WITHDRAWAL

- 6.1 The term of **your account** is fixed for the period of investment selected by **you** of 1, 2 or 3 years. **You** cannot withdraw **your** money for the term of the account.

- 6.2 In the event of Death of a sole **account** holder:

- the **account** may be transferred into the name(s) of any other person nominated by your representatives provided the nomination is in accordance with your instruction, or
- the **account** may be closed by your personal representative at a loss of 90 days' interest (calculated at the same rate at which it is applied to **your account**).

If **you** have not earned sufficient interest on the **account** to cover this payment, the total amount due from **you** may be deducted from the amount representing the capital in **your account**.

- 6.3 In the event of Death of a joint account holder:

- If a joint account holder dies, the account will be transferred into the name of the surviving account holder and is fixed for the remainder of the term.

- 6.4 We will write to **you** to remind **you** that the **account** will reach the end of its term about a month before it does so. Once **we** have done this **you** may either ask **us** to:

- transfer the full amount of the **account** to another bank account,
- reinvest the full amount of the **account** in another bond, if available, or
- send you a cheque for the full amount of the **account**.

- 6.5 If **we** do not hear from **you** in accordance with condition 6.4 **we** will transfer the full amount of the **account** into a Co-operative Bank savings account in your name.

7. 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.

- 7.1 **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, and
- to undertake statistical analysis, financial risk assessment, money laundering checks (which may include telephoning **you**), compliance and regulatory reporting, fraud prevention and recovering debt, and
- 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, and
- to help **us** identify products and services which may be of interest to **you** (unless **you** have asked **us** not to), and
- meeting any obligations **we** may have under the card scheme **your** card is issued under, and
- checking details of job applicants and employees.

- 7.2 **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.

- 7.3 **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 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.

- 7.4 **We** will disclose information outside the **group** only:

- where **you** have provided **your** agreement or
- to **our** agents or subcontractors for operational reasons or
- to **our** affinity partner(s) if **you** have an affinity product(s) or
- 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)** or
- to licensed credit reference agencies as set out below or
- to fraud prevention and other agencies to help prevent crime or where **we** suspect fraud or
- if compelled to do so by law or
- to any person to whom **we** will or intend to transfer **our** rights or obligations or
- 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, or
- to a payee's bank when **you** make an electronic payment overseas.

- 7.5 **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**.

- 7.6 **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 **you** will record the outstanding debt.

- 7.7 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 and fraud prevention agencies.

- 7.8 **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**.

- 7.9 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.

- 7.10 **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.

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

- 7.12 Law enforcement agencies may access and use this **information**.

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

8. CUSTOMER SECURITY DETAILS

- 8.1 As part of this agreement **you** (in the case of joint accounts, each of **you**) must register a separate security code and secure **personal information**, (**customer security details**) for use when **you** become a customer.

- 8.2 When **you** use **your customer security details** **you** are authorising **us** to carry out all **your** instructions given over the telephone or in branch including instructions to make payments from **your account** whether or not given or confirmed by **you**.

- 8.3 **We** will only accept instructions if **your customer security details** are used as requested and accepted. Any failure or error in relation to the use of **your customer security details** will result in access to **your account** being blocked. If this happens, **you** must immediately contact **us** at the address detailed in 11.2.

- 8.4 **You** must do all **you** can to stop anyone else using **your customer security details** and must **not**:
 - write them down
 - tell them to anyone even to a joint **account** holder.

- 8.5 If **you** suspect that someone knows **your customer security details**, **you** must immediately contact **us** by telephone or in writing at the address detailed in 11.2.

- 8.6 The maximum **you** will have to pay **us** for **our** losses if **your customer security details** are used by someone else **without** **your** permission is £50.

- 8.7 If the **customer security details** are used by someone **with** **your** permission or as a result of **you** acting fraudulently or without reasonable care **you** may have to repay **us** for all **our** losses.

- 8.8 **We** may ask **you** and **you** agree to assist **us** in **our** efforts to recover any loss as a result of unauthorised use of **your customer security details**.

- 8.9 For **your** protection, **we** reserve the right to suspend access if:

- incorrect **customer security details** are used to attempt to access **your account**
 - **we** suspect an unauthorised person is attempting to access **your account**.
- The services available to **you** using **customer security details** may vary over time and **we** may suspend or terminate any services available but will inform **you** of any changes in accordance with 10.

9. ENDING THIS AGREEMENT

- 9.1 **You** can close **your account** and end this agreement in accordance with the conditions outlined in section 6 by contacting **us** at the address detailed in 11.2.

- 9.2 **We** may end this agreement at any time without providing any reason but will give **you** 30 days' notice before **we** do so (except in exceptional circumstances, e.g. fraud investigation or misuse of the **account**).

10. CHANGES

- 10.1 **We** may make changes to this agreement or introduce any fees or charges in relation to **your** use or **our** administration of the **account** at any time.

- 10.2 If the change is to your disadvantage **we** will give you 30 days' notice before we make changes (except changes in interest rates due which may apply immediately). **We** will, however, let you know about any changes in interest rates and any other changes within 30 days of the change.

11. GENERAL

- 11.1 **We** will not be liable to **you** if we are unable to perform **our** obligations under this agreement due (whether directly or indirectly):

- to the failure of any machine, data processing system or transmission link
- any period of essential maintenance, critical change, repair, alteration or failure of computer systems
- any industrial dispute
- anything outside **our** reasonable control or that of **our** agents or subcontractors.

- 11.2 If **you** change **your** name and address **you** must contact **us** immediately, by telephoning **us** on 01481 710 527 or by writing to The Co-operative Bank p.l.c., Rectory House, 2 Market Street, St Peter Port, Guernsey GY1 1HB. If **you** do not do this **we** may charge **your account** with the costs of locating **you**.

- 11.3 **We** may transfer **our** rights or obligations under this agreement at any time, without giving notice. **You** may not transfer **your** rights or obligations under this agreement to any other person.

- 11.4 The **account** is held at the Guernsey branch of The Co-operative Bank p.l.c. This agreement is therefore subject to Guernsey Law and the courts of Guernsey will have non-exclusive jurisdiction in connection with the agreement.

- 11.5 **Deposits** made with Guernsey branch (which is a branch of The Co-operative Bank p.l.c.) are not covered by the Financial Services Compensation scheme as published under the Financial Services and Markets Act 2000. The branch is licensed under the Banking Supervision (Bailiwick of Guernsey) Law 1994, as amended and registered under the Banking Business (Jersey) law 1991.

- 11.6 As a Licensed Bank in Guernsey, The Co-operative Bank p.l.c. is a participant in the Guernsey Banking Deposit Compensation Scheme (the "Scheme") established by The Banking Deposit Compensation Scheme (Bailiwick of Guernsey) Ordinance, 2008 (the "Ordinance"). The following is a brief summary of the Scheme, but is not intended as a substitute for the actual wording of the Ordinance, a copy of which is available on request.

The scheme only applies to "qualifying deposits", which broadly means deposits made by natural persons for their own benefit with a few limited exceptions such as, for example, deposits made by trustees of retirement annuity trust schemes. The scheme does not apply to companies, trusts, partnerships or charities.

The scheme will provide compensation in the event that a licensed bank is unable to repay its depositors. Under normal circumstances, payment will be made within three months of receipt of a valid claim form. Compensation is limited to a maximum of £50,000 per individual claimant; in the case of a joint account each depositor would be entitled.

Total Scheme compensation in any five-year period is limited to £100 million; if this limit was exceeded, compensation would be reduced pro rata.

The amount payable may be reduced if the Bank has any contractual right of set-off against the account. The Scheme is entitled to recover compensation from any funds subsequently paid out by the Bank. Further information and a leaflet about the Scheme is available at:

Website: www.dcs.gg

Telephone: +44 (0) 1481 722756

Post: P.O. Box 380, St Peter Port, Guernsey, GY1 3FY

- 11.7 This offer is subject to availability. In the event of over subscription **we** may not accept **your** application or **deposit**. If this occurs **your** funds will be returned to **you** immediately.

Please call 08457 212 212 if you would like to receive this information in an alternative format such as large print, audio 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 p.l.c. (the "bank") is licensed under the Banking Supervision (Bailiwick of Guernsey) Law 1994 as amended.

Interest rates are correct at time of going to press (07/11).

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.