

## Smart Saver account terms and conditions

The conditions set out below, together with the application form, the tariff and any other conditions which may be implied by law, form the agreement between you the account holder and us. They tell you how your Smart Saver account works and what your and our obligations are once you open a Smart Saver account with us. In these conditions:

- **account** means your Smart Saver **account** operated and maintained by us
- **available money** means funds which have cleared on your **account**
- **cash card** means any Electron card supplied by us to you from time to time to use with your **account**
- **cheque** means a cheque provided to you by us from time to time for the withdrawal of money from your **account**
- **customer security details** means your security code and secure personal information registered with us for use when you become a customer
- **group** means us, our parent company, the Co-operative Group Limited, Co-operative Insurance Society Limited and any company or companies the Bank, Co-operative Group or Co-operative Insurance wholly or partly own at any time or transfer our rights and obligations to 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
- **PIN** means your Personal Identification Number issued to you with the cash card
- **tariff** means the tariff made available to you in respect of the **account** from time to time
- **we, us or our** means The Co-operative Bank p.l.c., P O Box 101, 1 Balloon Street, Manchester M60 4EP and any person to which the rights and/or duties of The Co-operative Bank are transferred
- **working day** means any day other than Saturday, Sunday and bank holidays in England and Wales
- **you or your** means the customer in whose name the account is opened.

### 1. Opening your account

- 1.1 To open an **account** you must be a UK resident and over 16.
- 1.2 Any money you put into your **account** must be:
  - in sterling, or
  - a recognised UK bank cheque, or
  - a Co-operative Bank **account** transfer.
- 1.3 You need to make an initial payment of £1 into your **account** and always maintain a minimum balance of £1 in the **account**.
- 1.4 You may open an **account** jointly with one other person. Please refer to Condition 3 below.
- 1.5 We are obliged to confirm the true identity of all applicants and reserve the right to decline or vary any application, decline a deposit or require your **account** to be closed without giving a reason.
- 1.6 You may close your **account** within 14 days of it being opened. If you do so, we will return any amount (including interest) we owe you.

### 2. How your account works

- 2.1 We will provide statements to you on a quarterly basis showing the balance of your **account**. You may request additional or copy statements for a small charge. Please refer to tariff.
- 2.2 You must inform us as soon as possible of any incorrect item on your statement.
- 2.3 We may decide not to accept a deposit or application from you.
- 2.4 You can take money out of your **account** from:
  - any of our branches
  - by transferring the money to a UK bank or building society
  - by cash card from a cash dispenser
  - by requesting a cheque (a small charge is made for this service, please refer to tariff). To do so you must:
    - have enough available money in your **account**. Please refer to Welcome Guide and/or website for details of our clearing cycles,
    - comply with these terms and conditions,
    - produce your cash card and you may be asked for some of your customer security details.
- 2.5 For the withdrawal of large sums prior notice may need to be given to the Bank and additional identification may be required.
- 2.6 The amount of money you can take out from a cash dispenser in one day with a cash card is £250.
- 2.7 You may not overdraw or borrow on your **account**.

### 3. Joint accounts

- 3.1 You may open an **account** jointly 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.
- 3.2 We may issue a cash card to either one of you.
- 3.3 We may deduct from the account all amounts which either of you authorises us to pay.
- 3.4 Each of you is responsible for any amounts owing to us on the **account** both jointly and as individuals.

### 4. Charges and interest

- 4.1 We will calculate interest on a daily basis on available money in your **account**.
- 4.2 We will pay interest to your **account** once a year at the rates we set from time to time.
- 4.3 We may change the rates of interest from time to time but we will let you know if we do so in accordance with Condition 10.2. Details of interest rates are set out in the tariff, or you can ring Telephone Banking on 08457 212 212.
- 4.4 We may vary any other fees or charges or introduce new ones but we will let you know if we do so in accordance with Condition 10.2. Details of fees and charges are set out in the tariff.

### 5. Cash card issue and PIN

- 5.1 By entering into this agreement, you are asking us to issue to you (or each of you in the case of joint accountholders) a cash card including any additional, renewal or replacement cash card, on the basis of this agreement.
- 5.2 This cash card is and will remain our property and you must return it to us immediately if we ask you to do so and any person acting for us may recover or keep it. You must ensure that the cash card is cut in half before returning it to the address set out in Condition 11.2.
- 5.3 We may issue you with a PIN which you can use with the cash card to take out cash from a cash dispenser.
- 5.4 You may use the cash card:
  - only if you comply with this agreement
  - during the period for which the cash card is stated to be valid but if we have notified you that the cash card has been cancelled or withdrawn, or that this agreement has been terminated then you must not use the cash card in any circumstances.
- 5.5 You agree that amounts withdrawn by use of your cash card and PIN will be deducted from your account.

### 6. Card security

- 6.1 You must sign the cash card as soon as you receive it and take reasonable steps to keep it secure at all times. You must not let anyone else use the cash card with or without your PIN.
- 6.2 You must keep the PIN secret at all times and not let anyone else know or use it. You must destroy the advice of the PIN immediately after receipt.

- 6.3 You may only disclose the cash card number when reporting the loss or theft of the cash card.
- 6.4 If the cash card is lost or stolen or you think that it or the PIN may be misused by someone else then you must immediately telephone us on 0845 600 6000.
- 6.5 The maximum you will have to pay us for our losses if the cash card is used by someone without your permission is £50.
- 6.6 If the cash card is used by someone with your permission or as a result of you acting fraudulently or without reasonable care then you may have to repay us all our reasonable foreseeable losses.
- 6.7 You must give us:
  - any information you may have in connection with the loss, theft or misuse of any cash card or disclosure of the PIN
  - any reasonable assistance which we may need to help us recover a missing cash card.
- 6.8 If you or we suspect the loss, theft, misuse or disclosure of any card or PIN then we may give the police any information concerning you or your account which we consider relevant.
- 6.9 If the cash card is found after having been reported lost, stolen or liable to misuse then you must not use it but must destroy the cash card by cutting it in half and returning it immediately to the address set out in condition 11.2.
- 6.10 If you or we end this agreement, you must return to us any issued cash card you may have.
- 6.11 We may cancel the cash card on written notice from you accompanied by the return of the cash card to us.
- 6.12 In the case of joint accounts, we may act on the instruction of one cardholder even if the other disagrees.
7. Refusals
- 7.1 We accept no responsibility if any other bank (or cash dispenser) refuses to accept any cash card.
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.
- 8.2 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.
- 8.3 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.
- 8.4 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 WN9 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.
- 8.5 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 obligations we may have under any card scheme your card is issued under.
- 8.6 We may disclose your information to licensed credit reference and/or fraud prevention agencies to help make financial or insurance proposals and claims decisions (this will be during the application process and on an ongoing basis, to decide whether to continue to make products or services available to you or adjust any level of credit) for you and anyone with whom you are linked financially or other members of your household – our enquiries or searches may be recorded – and credit reference agencies may supply us with financial information.
- 8.7 We may 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.
- 8.8 A link between joint applicants and/or any individual identified as your financial partner will be created at credit reference agencies, which will link your financial records. You and anyone else with whom you have a financial link understand that each other's information will be taken into account in all future applications by either or both of you. This linking will continue until one of you successfully files a disassociation at the credit reference agencies.
- 8.9 You agree that your information may be transmitted to, from and/or through any country as a result of your use of your account(s) and any services which form part of your account(s) irrespective of the levels of data protection provided in any particular country and at your own risk. If we transfer your information to an agent or subcontractor who provides a service to us in another country outside the European Economic Area we will ensure they agree to treat your information with the same level of protection as us.
- 8.10 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.
- 8.11 You have a right of access to your information held by credit reference and fraud prevention agencies on payment of a fee. If you ask we will tell you the name and address of the credit reference and fraud prevention agencies we may use.

- 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.
- 8.12 Law enforcement agencies may access and use this **information**.
- 8.13 **We** may record and/or monitor telephone calls to enhance security, sort out complaints, improve **our** customer service and for staff training purposes.
- 9. Customer security details**
- 9.1 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.
- 9.2 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**.
- 9.3 **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 on 08457 212 212.
- 9.4 **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 a joint account holder.
- 9.5 If **you** suspect that someone knows your **customer security details**, **you** must immediately contact us on 08457 212 212 or at the address set out in Condition 11.2
- 9.6 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.
- 9.7 If the **customer security details** are used by someone with **your** permission or as a result of **your** fraud or gross negligence you may have to repay **us** for all **our** losses.
- 9.8 **We** may ask **you** to assist us in **our** efforts to recover any loss as a result of unauthorised use of **your customer security details**.
- 9.9 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**.
- 9.10 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 Condition 10.2.
- 10. Changes**
- 10.1 **We** may make changes to this agreement or other charges or introduce any other fees or charges in relation to **your** use or our administration of the **account** at any time.
- 10.2 **We** may vary or amend any of these conditions but if the change is to your disadvantage **we** will give you 30 days' written notice before **we** make changes to this agreement (except changes in interest rates which may apply immediately). **We** will, however, let you know about changes in interest rates and any other changes within 30 days of the change.
- 11. Ending this agreement**
- 11.1 **You** can close **your account** and end this agreement by telephoning **us** on 08457 212 212 or writing to **us** at The Co-operative Bank p.l.c., Delf House, Skelmersdale, WN8 6GF. We may end this agreement for any reason but **we** will give **you** 30 days' notice before **we** do so (except in exceptional circumstances e.g. a fraud investigation).
- 11.2 If **you** have a **cash card**, **you** must return it to **us** cut in half to: The Co-operative Bank p.l.c., Delf House, Skelmersdale WN8 6GF.
- 11.3 **You** must repay to **us** any amount owing to **us** on the **account** before **we** can end the agreement.
- 11.4 Any termination will not affect **your** obligations under this agreement to **us** which have arisen before termination including any transactions charged to **your account** after the return of any card.
- 12. General**
- 12.1 **We** will not be liable to **you** if **we** are unable to perform **our** obligations under this agreement due (whether direct 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 sub-contractors.
- 12.2 **You** must either write to **us** at the address set out in Condition 10.2 or telephone **us** on 08457 212 212 immediately if **you** change your name or address. If **you** do not do this, **we** may charge **your account** with the costs of locating **you**.
- 12.3 To assist **us** in improving **our** service, **we** may record or monitor telephone calls.
- 12.4 **We** may transfer our rights and/or obligations under this agreement to any person. **You** may not transfer any of **your** rights or duties under this agreement to any person.
- 12.5 Any terms and conditions of **your account** will be in English, governed in English Law and **we** will communicate with **you** in English.
- 12.6 **You** may be liable for other taxes or costs that are not paid by or via **us** e.g. higher rate tax.
- 12.7 **You** 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. PO 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.
- 12.8 There is no minimum duration for this **account**.
- 12.9 If you have a complaint please telephone us on 08457 212 212 or write to the Customer Services Manager, The Co-operative Bank p.l.c. Delf House, Skelmersdale WN8 6GF.
- 12.10 The Co-operative Bank is a member of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. In respect of deposits with a UK office, payments under the Scheme are limited to 100% of the first £50,000 of a depositor's total deposits with the Bank. Visit fscs.org.uk for details.

**LOSS OR MISUSE OF A CARD**

If any card is lost or stolen or used by someone else without your permission then you may have to pay up to £50 towards our losses. If they are used due to you acting fraudulently or without reasonable care or with your permission, you will probably be liable for ALL losses. You will not be liable for losses to us which take place after you have told us about the losses, theft etc. provided you write to us within 7 days to confirm.

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

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).

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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.