

# Everyday Rewards terms and conditions

- 1.1 These terms and conditions together with the Everyday Rewards Benefits Document and Current Account Terms and Conditions (“the agreement”) govern our Everyday Rewards Scheme. If there is a difference between the terms in this document and the Current Account Terms and Conditions, then the terms of the Current Account Terms and Conditions will apply. In these terms and conditions, where there is reference to:
  - 1.1.1 “Account Rewards”, this has the meaning given to it in the Everyday Rewards Benefits Document;
  - 1.1.2 “Business Day”, this means any day other than Saturday, Sunday, a public holiday or bank holiday in England and Wales;
  - 1.1.3 “Calendar Month”, this means from midnight on the first day of a month to 11:59:59pm on the last day of a month;
  - 1.1.4 “Debit Card Rewards”, this has the meaning given to it in the Everyday Rewards Benefits Document;
  - 1.1.5 “Donation Sum”, this has the meaning given to it in the Everyday Rewards Benefits Document.
  - 1.1.6 “Eligible Account”, this means our Current Account, Everyday Extra Account, Current Account Plus, Privilege Account or Privilege Premier Account (and any other accounts that we notify to you from time to time), but excludes all other accounts. For example, it excludes all **smile** accounts, our Cashminder Account, our Pathfinder Account and our Student Account;
  - 1.1.7 “Everyday Rewards Benefits Document”, this means the document which contains details of the Rewards that you could earn each Calendar Month under the Rewards Scheme;
  - 1.1.8 “Internal Transfer”, this means any funds transfer to the Nominated Account from any other Co-operative Bank, **smile** or Britannia bank account (including, without limitation, current accounts, savings accounts and business accounts);
  - 1.1.9 “Nominated Account”, this has the meaning given to it in clause 3.1;
  - 1.1.10 “Qualifying Criteria”, this has the meaning given to it in clause 6.3;
  - 1.1.11 “Rewards”, this means the Account Rewards and the Debit Card Rewards which you could earn each Calendar Month under the Rewards Scheme, as detailed in our Everyday Rewards Benefits Document;
  - 1.1.12 “Rewards Scheme”, this means the Everyday Rewards Scheme offered by us and governed by these terms and conditions and the Everyday Rewards Benefits Document; and
  - 1.1.13 “The Bank”, “we”, “us” or “our”, this means The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP (authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (no. 121885). The Co-operative Bank, **smile**, and Britannia are trading names of The Co-operative Bank p.l.c.).
- 2. Eligibility to earn Rewards**
  - 2.1 To be eligible to earn Rewards, you must hold an open Eligible Account with us.
- 3. Opting in and nominating an account for the Rewards Scheme**
  - 3.1 If you are eligible to earn Rewards, you may nominate an Eligible Account held by you (whether held solely or jointly with others) to earn Rewards under the Rewards Scheme. This account is referred to as the “Nominated Account” throughout these terms and conditions. You can only nominate one Eligible Account at any one time.
    - 3.2 You cannot nominate an account which has already been selected as a Nominated Account by another person.
    - 3.3 When you are opening an Eligible Account, you will have the option of nominating that account as part of the application process for that account (for a joint account which is being opened online, only the lead applicant will have the option of nominating that account and you should contact us on 03457 212 212\* or in branch to nominate the account if you are not the lead applicant). At all other times, you may nominate an account that is already open by contacting us on 03457 212 212\*, in branch or through online banking.
    - 3.4 If you nominate an account as part of the application process for that account, the nomination will take effect from the date that the account is opened by the Bank and you will be able to earn Rewards from that date. If you nominate an account that is already open, the nomination will take effect immediately and you will be able to earn Rewards immediately. If a nomination takes effect part-way through a Calendar Month, you will be able to earn Rewards for that Calendar Month, provided that you meet the Qualifying Criteria during the remaining part of that Calendar Month. For example, if a nomination takes effect at 1.00pm on 12 May, you will earn rewards for May provided that you meet the Qualifying Criteria between 1.00pm on 12 May and 11:59:59pm on 31 May.

#### **4. Your Instructions**

4.1 We will normally only accept instructions from you relating to the operation of the Rewards Scheme. You can allow another person to give us instructions in relation to the operation of the Rewards Scheme. If you want to do this we will require you to sign a document called a third-party mandate, which permits a named person to operate the Nominated Account and the Rewards Scheme on your behalf. You can also appoint an attorney under a Power of Attorney. This legal document allows another person to act for you when you are not able to act. If you allow another person to give us instructions in relation to the operation of the Rewards Scheme, they must do so in accordance with these terms and conditions and you will be responsible for their actions and omissions as if they were your own.

4.2 If you select a joint account as the Nominated Account:

4.2.1 we will notify the other joint account holders that you have nominated that account under the Rewards Scheme and provide them with a copy of these terms and conditions;

4.2.2 we will not accept or act on instructions from any other joint account holders relating to the operation of the Rewards Scheme (this does not affect our right to accept and act on instructions provided by other joint account holders in relation to any other aspect of the Nominated Account including, without limitation, any of those matters which could affect your ability to meet the Qualifying Criteria); and

4.2.3 where Rewards are paid to the Nominated Account, we will treat each joint account holder as being entitled to any Rewards paid into the Nominated Account, without any concern as to any arrangements or division of ownership of any Rewards.

#### **5. Changing your Nominated Account**

5.1 If you would like to change your Nominated Account, you should do so by contacting us on 03457 212 212\*, in branch or do this yourself through online banking. If you nominate an account as part of the application process for an account (in accordance with clause 3.3), your Nominated Account will change to that account automatically.

5.2 Once your Nominated Account changes, you will:

5.2.1 no longer be able to earn Rewards on the previously Nominated Account. If you change your Nominated Account part-way through a Calendar Month, you will not be able to earn any Rewards on the previously Nominated Account for that Calendar Month; and

5.2.2 be able to earn Rewards on the newly Nominated Account provided that you meet the Qualifying Criteria during the remaining part of that Calendar Month (in accordance with clause 3.4). We will not take into consideration anything that you have done or omitted to do (including, without limitation, any account activity) in relation to any previously Nominated Account in assessing whether you have met the Qualifying Criteria for that Calendar Month.

#### **6. Qualifying Criteria to earn Rewards**

6.1 In order to earn Rewards for a Calendar Month, you need to meet all of the Qualifying Criteria during that Calendar Month (or any shorter period which is relevant to you under clauses 3.4 or 5.2).

6.2 If you do not meet all of the Qualifying Criteria during a Calendar Month (or any shorter period which is relevant to you under clauses 3.4 or 5.2), you will not earn Rewards for that Calendar Month. This does not prevent you from earning Rewards in future Calendar Months provided that you meet the Qualifying Criteria in future Calendar Months.

6.3 In order to earn Rewards for a Calendar Month, the Qualifying Criteria are:

6.3.1 £800 must be paid into the Nominated Account in cleared funds during that Calendar Month (or any shorter period which is relevant to you under clauses 3.4 or 5.2). This can be from any source other than an Internal Transfer;

6.3.2 you must remain in credit or within any arranged overdraft limit that you have agreed with us on the Nominated Account for the duration of that Calendar Month (or any shorter period which is relevant to you under clauses 3.4 or 5.2);

6.3.3 you must have logged into our Online Banking or Mobile Banking service at least once during that Calendar Month (or any shorter period which is relevant to you under clauses 3.4 or 5.2);

6.3.4 you must be opted in for paperless statements on the Nominated Account for the full Calendar Month (or any shorter period which is relevant to you under clauses 3.4 or 5.2); and

6.3.5 at least four Direct Debits must be paid from the Nominated Account during that Calendar Month (or any shorter period which is relevant to you under clauses 3.4 or 5.2).

6.4 We may make exceptions in certain circumstances if you are unable to meet the Qualifying Criteria. Please contact us on 03457 212 212\* or speak to us in branch if you would like to discuss this with us.

## **7. Rewards**

If you meet all of the Qualifying Criteria during any Calendar Month, you will earn Account Rewards and Debit Card Rewards in respect of that Calendar Month. Details of the Account Rewards and Debit Card Rewards are set out in the Everyday Rewards Benefits Document.

## **8. Payment of Rewards**

- 8.1 Subject to clauses 9.1, 10.9, 10.10 and 10.11, if you meet all of the Qualifying Criteria during a Calendar Month, your Rewards in respect of that Calendar Month will be paid into the Nominated Account by electronic transfer on or before the last Business Day of the following Calendar Month. For example, if you meet all of the Qualifying Criteria in June, you will receive your Rewards on or before 31 July (if 31 July is not a Business Day, you will receive your Rewards by the last Business Day before 31 July).
- 8.2 We will notify you by email after the end of a Calendar Month to confirm whether you earned Rewards for that Calendar Month. It is important that you keep us updated with any changes to your contact details. You can amend your contact details through Online Banking, by contacting us on 03457 212 212\* or in branch.
- 8.3 Rewards that have been paid into the Nominated Account will show on any statements that we provide and/or make available to you relating to the Nominated Account.

## **9. Surrendering your Rewards - Charity**

- 9.1 You can choose to surrender Rewards that you earn. If you choose to surrender Rewards, you will be surrendering all Rewards that you earn. You cannot choose to surrender part of the Rewards that you earn. If you would like to surrender Rewards that you earn, you can notify us by contacting us on 03457 212 212\*, in branch or through online banking. You can also choose to surrender your Rewards online, if you do so at the same time as opening the Nominated Account online. If you notify us that you want to surrender your Rewards, clause 8 of these terms and conditions will not apply and Rewards will not be paid to the Nominated Account. Instead, in all future Calendar Months that you earn Rewards we will pay the Donation Sum to charity (unless and until you notify us, in accordance with clause 9.4, that you do not want to surrender Rewards). You can select the charity to which you would like us to pay any Donation Sum from our list of designated charities (as amended by us from time to time). The list of designated charities will be made available to you when you notify us of your decision to surrender your Rewards.
- 9.2 If you do not choose to surrender your Rewards by following the process set out in clause 9.1, you will receive any Rewards in accordance with clause 8.
- 9.3 We will notify you by email after the end of a Calendar Month to confirm whether you earned Rewards for that Calendar Month. It is important that you keep us updated with any changes to your contact details. You can amend your contact details through Online Banking, by contacting us on 03457 212 212\* or in branch.
- 9.4 If you would like to:
- 9.4.1 change your decision to surrender or receive any Rewards that you earn; or
- 9.4.2 select a new charity to receive any Donation Sum, you can contact us on 03457 212 212\*, in branch or make changes yourself through online banking. You must notify us by the last day of that Calendar Month in order for the change to apply in respect of Rewards earned that month. If you do not notify us on or before the last day of that Calendar Month, the change will not take effect until the following Calendar Month. For example, if you selected a new charity to receive a Donation Sum on 28 June, any Donation Sum relating to Rewards which you earned in June would be paid to your newly selected charity. If you selected a new charity on 2 July, any Donation Sum relating to Rewards which you earned in June would be paid to the charity that you previously selected.
- 9.5 We will give you at least 30 days' advance notice by post or email if we are removing the charity that you selected from our designated charities list so that you can select a new charity, or opt to receive (rather than surrender) your Rewards. If you do not select another charity by the date specified in our notice to you, you will receive any Rewards earned after the date specified in our notice in accordance with clause 8. This does not affect your right to choose to surrender your Rewards and select a charity at another time.
- 9.6 Donations to charity will be made by us bi-annually, by no later than 30 June and 31 December each year.

## **10. Withdrawal of the Rewards Scheme, Termination and Opting Out**

- 10.1 This agreement does not have a fixed or minimum duration.
- 10.2 You may end this agreement and opt out of the Rewards Scheme at any time. If you wish to opt out of the Rewards Scheme, you should contact us on 03457 212 212\*, in branch or do this yourself through online banking. If you opt out of the Rewards Scheme part-way through a Calendar Month, you will not be able to earn any Rewards on any previously Nominated Account for that Calendar Month.
- 10.3 Upon us receiving notice of your death, Rewards will immediately cease to be earned on the Nominated Account and your Nominated Account will automatically be opted out of the Rewards Scheme by us. Any Rewards which have been earned prior to the death of a customer will be paid in accordance with clause 8.1 or, where Rewards have been surrendered, we will proceed to pay the Donation Sum in accordance with clause 9 (as applicable).
- 10.4 In addition to our rights set out in clauses 10.5 and 10.6, we may end the agreement and terminate your participation in the Rewards Scheme for any valid reason and at any time by giving at least 30 days' advance notice to you by post or email.
- 10.5 We may withdraw the Rewards Scheme at any time. If we withdraw the Rewards Scheme, we will give at least 30 days' advance notice to you by post or email.
- 10.6 We may end the agreement and terminate your participation in the Rewards Scheme immediately and at any time if we reasonably believe that:
- 10.6.1 you are in breach of these terms and conditions;
- 10.6.2 you or (where the Nominated Account is a joint account) any joint account holder have breached the terms and conditions relating to the Nominated Account;
- 10.6.3 you or (where the Nominated Account is a joint account) any joint account holder have taken any action (or failed to take any action) which would give us the right to close the Nominated Account under the terms and conditions relating to the Nominated Account; or
- 10.6.4 you are acting dishonestly and/or abusing or attempting to abuse the Rewards Scheme.
- 10.7 If the Nominated Account is closed or switched to another financial institution, Rewards will immediately cease to be earned on the Nominated Account and you will automatically be opted out of the Rewards Scheme by us.
- 10.8 If:
- 10.8.1 you opt out of the Rewards Scheme under clause 10.2;
- 10.8.2 we end the agreement under clause 10.4; or
- 10.8.3 we withdraw the Rewards Scheme under clause 10.5, before payment of any Rewards which you have earned, the Rewards will be paid in accordance with clause 8.1 and payment will be made into the account which you previously designated as your Nominated Account, provided that such account remains open on the date that we make payment.
- 10.9 If you have switched the Nominated Account to another financial institution before we make payment in accordance with clause 8.1, we will make payment to the new account without further instruction from you. Payment will be made within three calendar months of the Nominated Account being switched.
- 10.10 If the Nominated Account has been closed before we make payment in accordance with clause 8.1 and, before closure of the Nominated Account, you provide the sort code and account number for another bank account in the United Kingdom to which you would like us to make payment, we will make payment by funds transfer to that account within three Calendar Months of closure of the Nominated Account. If you do not provide us with instructions or if we cannot make payment to such account by faster payments for any reason, we will make payment by cheque sent to the postal address that we have recorded as your contact address in relation to the Nominated Account.
- 10.11 If we end the agreement under clause 10.6 before payment of any Rewards which you have earned, you will not be paid the Rewards.
- 10.12 If you have opted to surrender any Rewards that you earn and any of the circumstances in clauses 10.2, 10.4, 10.5, 10.6 or 10.7 occur, clauses 10.8, 10.9, 10.10 and 10.11 will not apply and we will proceed to pay the Donation Sum (in accordance with clause 9) in respect of any Rewards that you have already earned at that time.

## **11. Changes to the agreement**

- 11.1 We can change these terms and conditions and/or the Everyday Rewards Benefits Document for the following reasons:
  - 11.1.1 to make these terms and conditions and/or the Everyday Rewards Benefits Document easier to understand or fairer to you;
  - 11.1.2 to correct mistakes, ambiguities, inaccuracies or omissions where it is reasonable to do so or as a result of customer feedback;
  - 11.1.3 to make improvements to the services we provide which are of benefit to you;
  - 11.1.4 to reflect changes in security design or technology at no increased cost to you;
  - 11.1.5 to respond to changes in the law, codes of practice, industry-wide fraud prevention practices, a court ruling or ombudsman decision, or any regulatory rule, guidance, requirement or decision issued by any regulator or body exercising statutory powers (including, but not limited to, the Prudential Regulation Authority, the Financial Conduct Authority, the Payment Systems Regulator, the Financial Ombudsman Service, or the Competition and Markets Authority);
  - 11.1.6 to respond to any change in our ownership or to reflect a reorganisation of our business as a result of us 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; and/or
  - 11.1.7 if we reasonably believe that the change is necessary in the interests of our business as a whole, for example to maintain our financial strength in the interests of all of our customers.
- 11.2 In addition to the reasons listed in clause 11.1, we can change the amount of the Rewards and the Donation Sum set out in the Everyday Rewards Benefits Document for any reason and we can make other changes to the Everyday Rewards Benefits Document for the following reasons:
  - 11.2.1 to respond to reasonable cost increases or reductions associated with providing the particular services to you;
  - 11.2.2 to reflect the introduction of new services or facilities in connection with a Nominated Account; and/or
  - 11.2.3 to respond to changes made in the rewards schemes offered by our competitors.
- 11.3 Where the change is favourable to you, it will be applied immediately and we will tell you about the change within 30 days of it being applied by information displayed on our website, branch notices, national press advertisements, statement messages or inserts, by writing to you (this can include email) or by any combination of these methods of communication. The change will apply to you automatically from the date of the change.
- 11.4 Where the change we make is not favourable to you we will tell you of any change by personal notice at least two months before we make the change. Personal notice will be by post or email communication. The new terms and conditions and/or Everyday Rewards Benefits Document will apply to you automatically. If you do not agree to such a change you can end this agreement and opt out of the Rewards Scheme at any time by following the process set out in clause 10.2.

## **12. Other terms**

- 12.1 Any Rewards that we pay to you may be subject to income tax. For further information, please see the Everyday Rewards Benefits Document.
- 12.2 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.
- 12.3 If any Rewards are mistakenly paid to you, the amount of the payment will subsequently be removed from the Nominated Account. This may be the case even if you have used all or part of the money. If any payment into the Nominated Account was mistakenly made or caused by us, we will only remove or reverse the payment from the Nominated Account where we are able to remove or reverse the payment on the same day that it was paid in, or otherwise where we have given you reasonable notice.
- 12.4 We may transfer our rights and/or responsibilities under the agreement to any person if:
- 12.4.1 that other person is authorised to accept deposits and writes to you and undertakes to carry out all of our duties and obligations under the agreement. If it does so, you agree that we will be released from all of those duties and obligations; and
- 12.4.2 we reasonably believe that such person is capable of performing our responsibilities.
- 12.5 You may not transfer any of your rights or responsibilities under the agreement to any person.
- 12.6 The agreement is governed by the laws of England and Wales. Any dispute which arises in relation to the agreement shall be dealt with by any court in the United Kingdom, Isle of Man and Channel Islands which is able to hear the case.
- 12.7 If you want to register a complaint, simply telephone 03457 212 212\*, visit your nearest branch or write to: The Co-operative Bank Customer Relations, Ground Floor, Miller Street, Manchester M60 0AL. If you still remain unsatisfied you may be entitled to refer your complaint to the Financial Ombudsman Service by writing to them at Financial Ombudsman Service, Exchange Tower, London E14 9SR, telephoning them on 0800 023 4567 or emailing them at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). The Financial Ombudsman Service website is available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)
- 12.8 We may contact you by post, telephone or electronically using the details that you have given us relating to the Nominated Account. Electronically means any form of message made by any type of telecommunication, digital or IT device (including, but not limited to, internet, email and SMS). We will assume that you have received any correctly addressed letter or other personal notice (including, but not limited to, by post, email and other electronic message) or other communication within 48 hours after we have posted it or sent it to you according to the details that you have given us. You must advise us immediately of any change of address and other details that you have given us and provide such evidence of the change as may be required.
- 12.9 You can contact us on 03457 212 212\* or by writing to Customer Services Manager, The Co-operative Bank p.l.c., Unit 550, Metroplex Business Park, Broadway, Salford Quays, Manchester M50 2UE.

**Please call 03457 212 212\* if you would like to receive this information in an alternative format such as large print, audio or Braille.**

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\*Calls to 0800 and 0808 numbers are free from landlines and mobiles. Calls to 03 numbers cost the same as calls to numbers starting with 01 and 02. Calls may be monitored or recorded for security and training purposes.

Information correct as at 07/2020.

**[co-operativebank.co.uk](http://co-operativebank.co.uk)**