

# smile no-notice savings account

Terms and conditions

# no-notice savings account

## Terms and Conditions

Please read and keep your **smile** no-notice savings terms and conditions (conditions) in a safe place.

These conditions, together with the online application form and **smile** tariff on our website at [www.smile.co.uk](http://www.smile.co.uk) 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 **smile** no-notice savings account, they tell you how your **smile** no-notice savings account works and what your and our responsibilities are once you open a **smile** no-notice savings account with us.

We, us or our means The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP. You can contact us on 08457 212 212 or by sending us an encrypted (secure) message.

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

Where there is reference in these conditions to close of business, details can be found via telephone banking or the internet.

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

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

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

The Co-operative Bank p.l.c. is authorised and regulated by the Financial Services Authority (No. 121885).

## **1. Your Account**

- 1.1** To open an account you must be a UK resident aged 16 or over.
- 1.2** The currency of the account will be Sterling and any initial deposit you make 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 deposit of £1 into your account and always maintain a minimum balance of £1 in the account.
- 1.4** We are obliged to confirm the true identity of all applicants and reserve the right to decline an application to open an account from you or any deposit.
- 1.5** You may not overdraw or borrow on your account and you can only use your account as a personal account. You must not use it as a club, charity, sole trader, company, partnership or other kind of business account or for any business purposes.
- 1.6** You can allow another person to deal with your account. If you want to do this we will require you to sign a document called a third-party mandate permitting such person to deal with your account. You can also appoint an attorney under a power of attorney. This legal document allows another person to act for you when you are not able to. If you allow another person to deal with your account they must do so in accordance with these conditions and you will be responsible for their actions or omissions as if they were your own.

- 1.7** You may open a joint account and all joint account holders must comply with these conditions. Joint account holders will each be fully responsible for all actions and omissions relating to the account. Please see condition 14 relating to joint accounts.

## **2. Payments into your account**

### **Paying a cheque into your account**

- 2.1** When you pay a cheque into your account you will have to wait a maximum of four business days after the business day it has been paid in before you can withdraw the money. If you pay a cheque into your account via a Post Office® the payment into your account will be delayed by up to two business days and, therefore, you will have to wait a maximum of six business days after the business day it has been paid in before you can withdraw the money.
- 2.2** You will start to earn interest on cheque deposits a maximum of two business days after the business day it has been paid in. For cheques paid in after 4.30pm or paid into your account via a Post Office®, the interest earned will be delayed by up to one business day.
- 2.3** A cheque paid into your account may be returned unpaid. If this happens we will tell you and the amount may be taken from your account. We may ask for payment again from the bank of the person who issued the cheque or return it to you. You can assume that at the end of six business days, the cheque is cleared. After this time you are

protected from any loss if the cheque is subsequently returned unpaid, unless it is found to be fraudulent or you are a knowing party to fraud.

### **Paying cash into your account**

- 2.4** When you pay cash into your account at any of our branch counters or with your cash card at a Post Office®, the money will be available immediately after we receive it provided the payment in is made before 4.30pm. Cash paid in after 4.30pm will be credited to your account the next business day.

### **Electronic Payments into your Account**

- 2.5** We accept the following electronic payments into your account:

- Funds transfers by BACS
- Funds transfers from another Co-operative Bank account
- standing orders
- Faster Payments
- Overseas Payments.

- 2.6** Payments will be credited to your account immediately after we receive them provided they are received by us before the close of business, otherwise they will be dealt with the next business day. This will affect when you can withdraw the money, please see condition 3 for details.

- 2.7** To enable money to be sent to your account you must provide the sender with your unique identifier (account number and sort code for UK payments or IBAN and BIC for overseas payments).

All this information is available to you by accessing your account on the internet or on request through telephone banking.

- 2.8** In deciding which account is to be credited with monies we receive, we will use and rely on ONLY the unique identifier. It is your responsibility to ensure that the sender has the correct information. If the unique identifier is wrong 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.
- 2.9** If a payment is fraudulently or mistakenly paid into your account, the amount of the payment may subsequently be removed from your account. This may be the case even if you have used all or part of the money.
- 2.10** 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 this.
- 2.11** If we receive monies for your account in a currency other than Sterling, we will:
- convert the amount received into Sterling using a rate of exchange based upon the interbank dealing rate applicable to the market from time to time (The conversion rate may not be the same as when the monies were sent as rates may vary.)

- take from the Sterling amount the charges for this service as set out in **smile** tariff on our website at [www.smile.co.uk](http://www.smile.co.uk)
- credit the Sterling amount (less applicable charges) to your account immediately after we receive them  
(Please see condition 2.6).

A charge as set out in **smile** tariff on our website at [www.smile.co.uk](http://www.smile.co.uk) will apply in these circumstances.

### 3. Payments out of your account

3.1 We will make a payment out of your account if:

- you authorise us in accordance with these conditions
- there is available money in your account by way of cleared funds.

### Cash

3.2 You may withdraw cash from your account at any of our branches. To do so you must show your cash card and you may be asked for some of your customer security details.

For security purposes, if you wish to withdraw a large sum please contact us on 08457 212 212 or send us an encrypted (secure) message to arrange this. The branch may need prior notice of your withdrawal and additional identification may be required.

3.3 You may withdraw cash from your account by using your cash card at a cash machine displaying the LINK symbol. Some cash machines operated by other financial organisations may apply an additional charge for use of their machine.

If this is the case you will be told the charge before you make a withdrawal. The amount of money you can take out from a cash machine in one day with a cash card is limited to £250.

3.4 We will not be responsible if you cannot use your cash card in a cash machine operated by another financial organisation.

### Payments by cheque

3.5 You may make a payment from your account by requesting a cheque via telephone banking or at any of our branches. There is a charge for this service details of which are set out in the tariff.

### Electronic Payments out of your Account

3.6 We can make the following electronic payments out of your account:

- Funds transfers by BACS
- Faster Payments
- Funds transfers to another Co-operative Bank account
- Overseas Payments.

- 3.7** When you tell us to make a funds transfer by BACS in Sterling to a recipient in the United Kingdom, and provided you tell us before the close of business, the maximum time it will take to reach the recipient's bank will be as follows:
- until 31 December 2011, three business days following the day the instruction was received
  - from 1 January 2012, the next business day following the day the instruction was received.

- 3.8** If possible we will use the Faster Payments system, meaning the funds will, in most cases, be available in the recipient's account within two hours.

The Faster Payments system depends on the recipient's account being able to receive the monies and to financial limits. Please see our website or contact us on 08457 212 212 or send us an encrypted (secure) message for further details.

- 3.9** If you request a payment to be made at a future date the date you request that the payment be made (or, if it is not a business day, the next business day) will be treated as the date on which you give us instructions to make the payment.
- 3.10** Any payment will be deducted from your account immediately but can be reversed, for example, if we suspect error or fraud.
- 3.11** Funds transfers between current and savings accounts held with us instructed either by telephone or internet banking will be available to draw on the same business day provided the instruction is

before 9pm. Transfers can be reversed if we suspect the transfer to be fraudulent, as part of our monitoring for fraud prevention.

- 3.12** Our charges for electronic payments are set out in **smile** tariff on our website at [www.smile.co.uk](http://www.smile.co.uk)
- 3.13** To make a payment in the United Kingdom you must provide us with the unique identifier of the recipient's account (account number and sort code).
- 3.14** 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.
- 3.15** 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.
- 3.16** Instructions can be given to us using telephone or internet banking, complying with the security requirements at condition 8 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 condition 3.19 and 3.20.

- 3.17** For your protection there may be a delay in us carrying out your payment instructions while monitoring and/or fraud prevention checks take place.
- 3.18** Unless you have requested a payment to be made on a future date, or you have given us your payment instruction after the close of business on a business day, the payment instruction will be regarded as having been received by us at the time you give it, and therefore you will not be able to cancel it after that time.
- 3.19** If you make a payment instruction after the close of business on a business day, or on a day that is not a business day, the time of receipt will be the next business day or, for future dated payments, the date stated for the payment to be made. You may cancel such payments at any time before 9pm the business day before payment is due to be made.
- 3.20** In exceptional circumstances it may be possible for us to stop or cancel a payment even after the time of receipt provided:
- the amount has not already been deducted from your account
  - we have not told the payee or their bank that it will be paid
  - it is not a cash payment.
- 3.21** We may be compelled by law to make payments to a third party (e.g. a Child Support Agency deduction order) or take other action in relation to your account (e.g. freezing funds). Where possible we will tell you when this happens.

## **4. Sending Payments Overseas**

- 4.1** You may send payments to an account within the European Economic Area (EEA) in Sterling, Euro or the currency of the state where the account is held. When you tell us before close of business to send a payment the maximum time it will take to reach the recipient bank will be as follows:
- for payments in Euro, until 31 December 2011, three business days following the day we receive your instructions. After this date the next business day following the day we receive your instructions
  - for payments in other EEA currency, four business days following the day we receive your instructions
  - for payments in other non EEA currencies (e.g. dollars) please contact us on 08457 212 212 for details.
- 4.2** Instructions for overseas payments that are not in Sterling can be made by sending us an encrypted (secure) message. Please see our website [www.smile.co.uk/foreign](http://www.smile.co.uk/foreign) for further details.
- 4.3** If you ask us to make a payment in a currency other than Sterling, when the payment is processed and taken from your account, we will:
- convert the payment into the required currency using a rate of exchange based upon the interbank dealing rate applicable to the market from time to time (The conversion rate may not be the same as when the payment was made as rates may vary.)

- apply a charge for this service as set out in the **smile** account charges on our website at [www.smile.co.uk](http://www.smile.co.uk)
- take the Sterling amount and the applicable charges from your account.

If you have instructed us to make a payment overseas and we have agreed a rate of conversion please ensure there is available money in your account 48 hours before the overseas payment is due to leave your account. If you decide to cancel your overseas payment during this time please tell us as soon as possible on 08457 558 888. You may be responsible for and have to repay all losses we incur due to movements in the conversion rate before cancellation.

- 4.4** To make an overseas payment you must provide us with the correct unique identifier for the recipient's account (IBAN and BIC). In making the payment we use only the unique identifier. It is your responsibility to ensure that you give us the correct information. Please see conditions 3.13 and 3.14.

**5. Our Right to refuse to make a payment**

- 5.1** We may refuse to make a funds transfer out of your account if:
- a payment exceeds a particular value or we suspect fraudulent activity as part of our monitoring for fraud prevention purposes, 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

- you do not have available money (by way of cleared funds) in your account at 9pm the business day before to cover payments. We may consider any due payments made, agreed or authorised from your account regardless of whether or not they have yet been deducted
- any relevant condition(s) of this agreement are not satisfied.

**6. Unauthorised or Incorrectly Executed Payments**

- 6.1** You must tell us without undue delay and in any event within 13 months after the date the transaction was taken from your account on becoming aware of any unauthorised or incorrectly executed payments by telephoning us on 08457 212 212 or sending us an encrypted (secure) message.
- 6.2** Please inform us as soon as possible (in any event within eight weeks from the date the payment was taken) if there is a 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. Cash card Issue and PIN**

- 7.1** We will issue you with a cash card (or both of you in the case of a joint account) to use as part of your account, in accordance with these conditions.

**7.2** We will issue you with a PIN (Personal Identification Number) which you can use with your cash card to withdraw cash from a cash machine. You must not disclose your PIN to anyone.

**7.3** For security and fraud prevention we may impose spending limits on the use of your cash card for cash withdrawals, irrespective of funds available for drawing on your account.

**7.4** You must not use your cash card

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

You may only disclose the cash card number when reporting the loss or theft of the cash card.

**7.5** You will be responsible for all losses from the use of your cash card and/or PIN if you have acted without reasonable care, including not complying with condition 8 or you have acted fraudulently.

**7.6** You will be charged a fee for some cash withdrawals at cash machines (see condition 3.3 for details).

**7.7** We will not be responsible if any cash machine refuses to accept your cash card. If this happens please telephone us on 08457 212 212 or send us an encrypted (secure) message and we will explain the reasons for the refusal and what action you may be able to take to correct this.

**7.8** We may refuse to authorise a withdrawal if we consider that your cash card or account has been or is likely to be misused, or for fraud prevention. If this happens please telephone us on 08457 212 212 or send us an encrypted (secure) message and we will explain the reasons for the refusal and what action you may be able to take to correct this.

**7.9** We may stop or suspend your use of your cash card for the following reasons:

- if you seriously or repeatedly break this agreement
- where we have good reason to suspect there may be fraudulent activity on your account.

We will give you prior notice unless we have a good reason for not doing so, e.g. we consider your cash card or account has been or is likely to be misused.

## **8. Security**

**8.1** You must take all reasonable security precautions to prevent misuse of your account, any cash cards and your customer security details (this can include PINs, account and cash 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 security precautions may result in access to your account, or additional services such as telephone or internet banking, being blocked.

Reasonable security precautions can include:

- signing your cash card as soon as you receive it
- keeping your cash card apart from your PIN
- keeping your cash card safe and not allowing anyone else to use your cash card, PIN or other security details
- not disclosing your cash card or security details except when using your cash card or making payments or registering or resetting your security details to use internet or telephone banking
- destroying the PIN advice immediately
- never disclosing or writing down your PIN or security details in any way that can be understood by someone else, including a joint account holder or any technical advisor we suggest you may contact about internet banking
- 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 issue regarding keeping your cash 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 cash cards do not get into the wrong hands

- exiting internet banking when leaving a computer terminal unattended.

**8.2** If your cash cards, PIN or security details are lost or stolen or you think someone knows them or has used or tried to use them you must tell us immediately you are aware by telephoning us on 0845 600 6000.

**8.3** We will ask you to co-operate with us by providing information or other assistance in connection with the loss or misuse of your cash 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.

**8.4** If you find your cash card after having reported 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/or returning it to us at The Co-operative Bank p.l.c., Delf House, Skelmersdale WN8 6GH.

## **9. Liability**

**9.1** The maximum you will have to pay us if your cash card, PIN or security details are used without your permission is £50. If they are used with your permission or

as a result of your acting fraudulently or without reasonable security precautions (see condition 8), 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 cash card or any of your personal security details you may have to repay all losses.

- 9.2** You will not be responsible for any losses for use of your cash card or your secure personal information after you have informed us in the manner set out in condition 8.2 of their loss, theft, misuse or suspected misuse.
- 9.3** We are responsible to you for the correct execution of your payment instructions unless we can show that the recipient bank did receive the funds. On your request we will make immediate efforts to trace the funds and tell you of the outcome. If we have made an error we will without undue delay restore your account to the state it would have been had the error not taken place.
- 9.4** If we fail to credit your account with funds intended to be paid to you and which we receive with the correct unique identifier we will immediately make the amount available to you including, where applicable, crediting your account with the amount of those funds.
- 9.5** Provided you have notified us as required by condition 6.1 and we cannot show that the payment transaction was

authorised we will immediately refund the amount of the payment transaction to you and, if applicable, restore the account to the state it would have been in had the unauthorised payment transaction not taken place.

## **10. Charges**

- 10.1** When you open an account, please ensure you read information about our account charges detailed in our **smile** tariff on our website at [www.smile.co.uk](http://www.smile.co.uk) which forms part of these conditions. This includes details of interest rates and the charges for our services. You can also find out about these charges on our website, by telephoning us on 08457 212 212 or asking staff in our branches.
- 10.2** We may vary our charges in accordance with condition 17.

## **11. Interest**

- 11.1** Interest rate details are available on our website at [www.smile.co.uk](http://www.smile.co.uk) or via telephone.
- 11.2** We will calculate interest on a daily basis on available money in your account. Unless otherwise stated in these conditions, interest will be calculated from the day we receive cleared funds for payment into your account.
- 11.3** We will pay interest to your account once a year at the rates applicable to your account. Interest paid will have tax deducted at the basic rate.
- 11.4** We may vary our interest rates in accordance with condition 17.

## 12. Statements

**12.1** We will provide you with regular statements showing the balance of your account, details to enable you to identify each transaction and any interest or charges. These details are also available via telephone and internet banking. If you have a joint account you will receive only one statement.

**12.2** Please ensure you check your statement and tell us as soon as possible if there is an item you do not recognise. We will investigate in the manner set out in condition 6.

**12.3** We can make available to you any further information which we hold in relation to any transaction on your account and this can be requested by you contacting us via telephone banking on 08457 212 212 or sending us an encrypted (secure) message.

**12.4** We may charge you for duplicate statements or other information, unless prevented from doing so by law. Our charges are set out in **smile** tariff on our website at [www.smile.co.uk](http://www.smile.co.uk)

## 13. Telephone and Internet Banking

**13.1** You can use telephone and internet banking to transact upon your account or a joint 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.

**13.2** You can contact us on 08457 212 212. 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.

**13.3** 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.

**13.4** 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. You must ensure instructions you enter when using internet banking (including encrypted (secure) messages) are accurate. Please see condition 3 for details.

**13.5** You will be responsible for payments or other losses from your account which you have not authorised if you have not taken reasonable security precautions as set out in condition 8.

**13.6** When you use internet banking we will allow you to use software which has been supplied to you in connection with the internet banking service provided you only use the software to access internet banking, other than for back up,

do not copy it (or allow another), do not reverse engineer, modify or decompile it (or allow another), use computer equipment and or software which are compatible, virus free and ensure secure use of internet banking is not compromised.

**13.7** 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 [talk\\_to\\_a\\_techie@smile.co.uk](mailto:talk_to_a_techie@smile.co.uk) or on 0870 600 0217.

We use temporary Cookies for security purposes but these are removed when you close down your browser.

**13.8** In addition to the reasonable security precautions in condition 8, 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 updates from your browser supplier
- you do not send any account details to us by a message which is not encrypted.

**13.9** The speed of or lack of interruption in relation to internet banking is not guaranteed.

## **14. Joint Accounts**

**14.1** You may open an account jointly with one other person.

**14.2** We will not operate a joint account where authorisation of both joint account holders is required for any payment or withdrawal.

**14.3** We may accept and act on instructions provided by one of you by telephone, internet, in writing or otherwise, even if the other disagrees. We will treat each person as being entitled to all of the money in the account without any concern as to any arrangements or division of ownership of any monies in the account. A relationship breakdown could have an adverse effect on your finances.

- 14.4** We may issue a card to both of you.
- 14.5** We may deduct from the account all amounts which either of you authorises us to pay. This applies whether the account is in credit or overdrawn or exceeds any overdraft limit as a result.
- 14.6** Each joint account holder will be jointly and severally responsible to us for any debts which may arise on the account. This means you are both responsible individually as well as together for the full amount due to us. This includes amounts you did not know about or disapproved of.
- 14.7** If either joint account holder tells us of a dispute between either of you we may block or suspend the account and any cheques, payments or withdrawals made before we are told of the dispute may still be paid. Any further payments or withdrawals will need the authority of both joint account holders. Use of additional services, such as telephone or internet banking, may be suspended. We may also ask for the return of your cards.
- 14.8** In the event of the death of either of you, upon receipt of a certified copy of the death certificate the survivor will have authority to instruct us to pay to them any credit balance on the account and/or be entitled to continue the account on the same terms and conditions.
- 15. Duration/Closing or Cancelling your account**
- 15.1** This agreement does not have a fixed or minimum duration.
- 15.2** You can end this agreement and close your account by phoning us on 08457 212 212 or by sending us an encrypted (secure) message. We can end this agreement and close your account at any time but we will give you at least two months' notice unless there are serious circumstances (e.g. fraud investigation or where you seriously or repeatedly break this agreement) which justify us closing your account with less notice.
- 15.3** When you or we close your account we will pay to you any money credited to your account and you must repay us any money owed to us including payments we have made after closure and any interest and charges you have incurred.
- 15.4** For 14 calendar days after the date you have received your welcome letter or the account is opened, whichever is the latter, you have a right to cancel and close your account without giving any reason. You can do this by phoning us on 08457 212 212 or by sending us an encrypted (secure) message.
- 15.5** When you cancel your account:
- we will pay to you any money credited to your account and if applicable any interest earned within 30 calendar days of cancellation
  - where applicable we will refund any account subscription charge or annual formal overdraft charge
  - you must repay to us any money owed to us for any other services and interest charges you have incurred

- you must repay to us any money owed to us including payments we have had to pay after cancellation.

**15.6** In the event of death of a sole account holder we may require a grant of probate or letters of administration before releasing any monies in your account to your executors or personal representatives.

## **16. Personal Data**

**16.1** We may use the contact details you have provided, including address, email address and telephone numbers, to contact you. You must phone us on 08457 212 212 or send us an encrypted (secure) message. 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.

### **Using and sharing your information**

**16.2** In this condition 16, the following words shall have the special meaning given below:

- “The Co-operative Group” means us, The Co-operative Group Limited (Co-operative Group), Co-operative Insurance Society Limited and any companies or organisations the bank, Co-operative Group wholly or partly own or are owned by us at any time and any other independent UK Co-operative Societies
- “information” includes any information about you or anyone associated with you, which we or The Co-operative

Group hold now or in the future as a result of the application process or other dealings with us or The Co-operative Group, searches or checks at credit reference or fraud prevention agencies, products or services you hold within The Co-operative 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.

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

We and The Co-operative Group may use, analyse and access your information to maintain and develop our relationships with you. We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- 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, products 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, 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 cash card scheme your cash 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 Co-operative Group and with information about others with whom you have a financial link.

We and The Co-operative 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 Co-operative 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 cash card carriers.

We will disclose information outside The Co-operative 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 and to confirm your identity for money laundering purposes, which may include checking the electoral register
- to any person we will or intend to transfer our rights or obligations

- if your cash card or PIN are lost or stolen, or to meet any obligations we may have under any cash card scheme your cash 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 the 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.

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.

## 17. Changes

### Changes to our service or these conditions

**17.1** 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 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.

If we make changes to our payment services or conditions relating to those payment services (including conditions 2.4 to 3.4, 3.6 to 13, 15, 17, 18.3, 18.5 and 18.6) for the reasons listed above, we will tell you of any change by personal notice at least two months before we make the change. The new service or conditions will apply to your account automatically. However, if you do not agree to such a change you can, at any time up to two months from the date we tell you of the change switch your account or close it immediately without paying any extra charges or interest. If you do not switch or close your account you will be deemed to have accepted the change.

Remember you can close your account at any time if you wish (see condition 15).

For all other changes to our services or conditions for the reasons listed above:

- where the change is more favourable to you we will tell you of any change within 30 days of the change being made in national press advertisements, statement messages or statement inserts. The change will apply to your account automatically from the date of the change

- where the change we make is not favourable to you we will tell you of any change by personal notice at least 30 days before we make the change. The new service or conditions will apply to your account automatically. However, if you do not agree to such a 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. If you do not switch or close your account you will be deemed to have accepted the change. Remember you can close your account at any time if you want (see condition 15).

## Changes to our charges

**17.2.** In addition to the reasons listed above we can make any changes to the charges applicable to the account or introduce new charges 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.

If we make changes to our payment services charges (namely those charges detailed in conditions 2.4 to 3.4, 3.6 to 13 and 15) for the reasons listed above or under condition 17.1 we will tell you

about it by personal notice at least two months before we make the change. The change will apply to your account automatically. However, if you do not agree to such a change you can, at any time up to two months from the date we tell you of the change, switch your account or close it immediately without paying any extra charges or interest. If you do not switch or close your account you will be deemed to have accepted the change. Remember you can close your account at any time if you want (see condition 15).

For all other changes to charges for the reasons listed above:

- where the change is more favourable to you we will tell you about the change on our website, by branch notice, statement message or statement insert
- where the change we make is not favourable to you we will tell you about the change by personal notice at least 30 days before we make the change. The change will apply to your account automatically. However, if you do not agree to such a change you can, at any time up to 30 days from the date we tell you of the change, switch or close your account without paying any extra charges or interest. If you do not switch or close your account you will be deemed to have accepted the change. Remember you can close your account at any time if you want (see condition 15).

## Changes to interest rates

**17.3** We may change interest rates 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.

Where your account is interest bearing, we may make changes to our credit interest rates for the reasons listed above as follows:

- where the change to credit interest rates is more favourable to you we will tell you of any change at the earliest opportunity after the rate is changed in national press advertisements, statement messages or statement inserts, or by writing to you (this can include email). The new rates will apply to your account automatically from the date the rate changes
- where the change to credit interest rates is not favourable to you we will tell you of any change by personal

notice at least two months before we make the change. The new rates will apply to your account automatically. However, if you do not agree to such change you can, at any time up to two months from the date we tell you of the change switch your account or close it immediately without paying any extra charges or interest. If you do not switch or close your account you will be deemed to have accepted the change. Remember you can close your account at any time if you want (see condition 15).

**17.4** Where we make a change for one or more of the reasons in conditions 17.1, 17.2 or 17.3, we will do so in a reasonable and proportionate manner.

**17.5** If we make a number of changes or a major change to these conditions during any 12-month period, we will provide you with a summary of the changes and let you know where you can obtain an updated copy.

## 18. General

**18.1** 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.

**18.2** The Co-operative Bank plc is covered by the Financial Services Compensation Scheme (FSCS), which would pay compensation of up to £85,000 to

eligible depositors in the event of the bank becoming insolvent. **smile** and Britannia are trading names of The Co-operative Bank and, as such, protection provided to depositors by the FSCS is limited to £85,000 for the total amount of combined deposits held with The Co-operative Bank, **smile** and Britannia.

Certain customers are not covered by the FSCS. The exclusions include large businesses or organisations, large companies, large mutual associations and local authorities: visit [www.fscs.org.uk](http://www.fscs.org.uk) for further details.

**18.3** We may transfer our rights and/or responsibilities under this agreement to any person if:

- that other person is authorised to accept deposits 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 obligation.
- we reasonably believe such person is capable of performing our responsibilities.

You may not transfer any of your rights or responsibilities under this agreement to any person.

**18.4** You may be responsible for other taxes or costs that are not paid by or via us, e.g. higher rate tax.

**18.5** This agreement with you is governed by the laws of England and Wales.

Any dispute which arises in relation to this agreement shall be dealt with by any court in the UK, Isle of Man and Channel Islands which is able to hear the case.

**18.6** If you have a complaint please telephone us on 08457 212 212 or send us an encrypted (secure) message or write to Customer Feedback Team, 4th Floor Miller Street, Manchester. M60 0AL.

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.

The Co-operative Bank subscribes to the Lending Code and the Financial Ombudsman Service and is licensed by the Office of Fair Trading (No. 006110).

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

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

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

Credit facilities are provided by The Co-operative Bank p.l.c. and are subject to status. The bank reserves the right to decline any application. The subscription fee for the smilemore current account is £13.00 debited from the account on the first working day of each month.

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