

smile cash ISA

smile general conditions

The **smile** general conditions set out below apply to any of the accounts you may select on your online application form together with the conditions applicable to the particular account(s) you have selected. They tell you what your and our obligations are when you use the **smile** service and form the agreement between you and us for the service.

As part of this agreement we have defined some of the terms, which we use in more detail. These definitions apply both to the **smile** general conditions and to the individual account conditions.

Definitions

These definitions apply both to the **smile** general conditions and to the individual account conditions:

account means one or more of the following **accounts** operated and maintained by **us** in **your** name: current **account**; smilemore **account**; student **account**; no notice savings **account**; cash Individual Savings **Account** ("cash ISA"); loan **account**; credit card **account** or such other **account**(s) as may be available from time to time

agreement means that **agreement** between **you** and **us** including these **terms and conditions**

authorised cardholder means any person who **you** have authorised to use the credit **card account** and to whom **we** have issued an additional **card**

available money means funds which have cleared on **your account** or any amount within any agreed borrowing limit with **us**

balance transfer means the amount **you** owe **us** on any balance **you** transferred to **us** which **you** owed to another financial services institution

card means any debit, credit, Electron or cash **card** supplied by **us** to **you** or to an **authorised cardholder** (in the case of a credit **card**) from time to time to use with **your account**

cashback is a cash payment given to you under condition 18 of the credit **card account** as a reward for using **your smile** credit **card** for **purchases**

cashback scheme is the scheme or arrangement under which the **cashback** is administered

cheque or **credit card cheque** means a **cheque** provided to **you** by **us** from time to time for drawing on **your** current or credit **card account**(s)

conditions means the **smile** general and individual **account conditions** or any other **conditions** of use from time to time in force

continuous authority payment (recurring transactions) or direct debit means an instruction to make regular payments to someone (including **us**) who **you** have authorised to receive the payments

credit limit means the maximum **you** are allowed to owe **us** on **your** credit **card account**

customer security codes means **your** pass number and secure information registered with **us** for use when **you** become a customer

direct debit option means the option to make payment to **us** by means of a variable **direct debit** charged to a current **account** with a recognised United Kingdom financial institution

group means **us**, **our** parent company, the Co-operative Group Limited (The Co-operative), The Co-operative Insurance Society Limited and any company or companies The Co-operative Bank, Co-operative or The Co-operative Insurance Society wholly or partly own at any time or transfer **our** rights and obligations to and any other independent Co-operative Societies

help desk adviser means a third party technical adviser who **you** can contact if **you** have queries about the **service**

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

ISA provider means an institution or person authorised to provide ISAs

ISA Regulations means the Individual Savings Account Regulations 1998 as amended or replaced from time to time

PIN means the Personal Identification Number issued to **you** (or any **authorised cardholder**) to use with the **card**

promotional balance means any amount **you** owe **us** from a special **account** promotion or by use of a promotional **cheque** which may include a reduced rate of interest or special terms for particular transactions including unpaid interest

purchases means a purchase of goods or services using the credit **card** (excluding cash advances, purchase of travellers' cheques or foreign currency, credit **card** cheques or **balance transfers**)

secure message means a message which is encrypted to prevent another person from viewing it

service means the **service** made available to **you** by **smile** via the Internet (**smile.co.uk**)

smile means the part of The Co-operative Bank which supplies the **service**

smile tariff means **information** outlining charges applicable to the **account** as varied from time to time and available at the **smile** website at **smile.co.uk**

standard balance means any amount **you** owe **us** in respect of **your account** not including **balance transfers** and **promotional balances**

statement date means the date of the **account** statement

transaction means any payment for goods or services or other items or any cash advance, travellers cheques or foreign currency obtained by the use of the **card**, **PIN**, **card** number or **cheque**. **You** need not have signed anything for a **transaction** to have taken place

terms and conditions means these **conditions** as varied from time to time

unsecure email means a message which is not encrypted, sent via an open network and which could be viewed by another person

we, us or **our** means **smile**, a part of The Co-operative Bank Plc, PO 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 and/or principal cardholder in whose name an **account** is opened.

1. Customer Security Codes

1.1. As part of this **agreement you** (in the case of joint **accounts**, each of **you**) must register a separate passnumber and secure **personal information** with **us** for use when **you** become a customer.

1.2. When **you** use **your customer security codes you** are authorising **us** to carry out all **your** instructions given via the **service**, by **secure message** or over the telephone including instructions to make payments from **your account** whether or not given or confirmed by **you**. **You** should never send **your account** details to **us** in an **unsecure email**.

1.3. **We** will only accept instructions if **your customer security codes** are used as requested and accepted. Any failure or error in relation to the use of **your customer security codes** will result in access to the **service** being blocked. If this happens, **you** must immediately contact **us** on 0870 843 2265.

1.4. **You** must do all **you** can to stop anyone else using **your customer security codes** and must not write them down or tell them to anyone (even to a joint account holder, an **authorised cardholder** or a **help desk adviser**).

1.5. If **you** suspect that someone knows **your customer security codes**, **you** must immediately contact **us** on 0870 843 2265.

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

1.7. If the **customer security codes** 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.

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

1.9. For **your** protection, **we** reserve the right to suspend access if:

- incorrect **customer security codes** are used to attempt to access **your account**
- **we** suspect an unauthorised person is attempting to access **your account**.

The **services** available to **you** using **customer security codes** may vary over time and **we** may suspend or terminate any **services** available but will inform **you** of any changes in accordance with condition 4.3.

2. The service

2.1. The **service** is available for use:

- from within the UK only (use outside the UK is subject to **your** complying with the local laws of cryptography when **you** access the **service**)
- with personal **accounts** only and not for business purposes or clubs and unincorporated associations.

2.2. When **you** use the **service**, **we** will allow **you** to use software which has been supplied to **you** in connection with the **service** provided that **you**:

- use the software to access the **service** and in accordance with this **agreement** only
- do not copy (other than for backup purposes) or allow anyone else to copy the software
- do not reverse engineer, modify or decompile all or any of the software or allow anyone else to do so
- keep the software secret at all times
- use computer equipment and software which are compatible to the software, fully operational, virus free, unmodified and unaffected by the presence of any other software which could compromise **your** secure use of the **service**.

2.3. When **you** access the **service** **you** must make sure that:

- **you** are using **your** own computer or one which **you** have been given permission to use for the specific purpose of accessing the **service**
- no one can see **you** do so, particularly if **your** computer is linked to a local area network.

2.4. **You** must always exit the **service** when leaving **your** computer unattended and must never let anyone else access the **service** with **your customer security codes**.

2.5. When **you** access the **service** **you** must ensure all the **transactions** and **information** **you** input are accurate. **You** must not modify, delete or add to online data in any way.

2.6. **We** will only be responsible to **you** for reasonable loss caused by **our** fault or that of **our** employees or **our** agents.


2.7. **We** guarantee that the software provided to **you** for use with the **service** complies with the specifications set out in the **smile** website. **We** cannot guarantee, however:

- access to the **service** through the use of **your** employer's or other personal computers not directly connected to the internet **service** provider
- the speed of the **service** or access to the **service** due to, for example, routine maintenance
- that the **service** will be free from interruption.

2.8. **You** must contact **us** immediately on 0870 843 2265 if **you** become aware of an error or potential error in the **service**, or in any **transaction** resulting from any use of the **service**. **You** should check **your** statements and the date and time of the last use of the **service** on a regular basis.

2.9. **We** may send **you** **secure messages** from time to time. **You** must check **your account(s)** each time **you** access the **service** for any **secure messages** from **us**.

3. Using and Sharing your Information

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

3.1. **We** and the **group** may use, analyse and access **your information** to maintain and develop **our** relationships with **you**. Information shared with the credit reference and fraud prevention agencies may be accessed by other organisations and used by **us** and them to prevent fraud and money laundering.

This may include the following purposes:

- checking details on applications for credit and credit related facilities
- to make credit decisions about **you** and anyone to whom **you** are linked financially or other members of **your** household
- managing credit and credit 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 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.

3.2. We may link **your information** between **your account(s)** and other products and **services you** have with **us** or the **group** and with **information** about others with whom **you** have a financial link.

3.3. We and the **group** may identify and tell **you** by letter, telephone, fax, including automated dialling, email or any other means of communication about products and **services** which may be of interest to **you** and which are offered by **us**, the **group** or other carefully selected organisations or companies (if **you** do not wish to receive such **information you** can tell **us** by placing a tick in the box on the **terms and conditions** acceptance screen or by sending **us** a **secure message** when **your** application has been accepted. 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.

3.4. 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 products(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.

3.5. We may disclose **your information** to licensed credit reference and/or fraud prevention agencies to help make financial or insurance proposals and claims decisions 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**.

3.6. We may also disclose **information** to licensed credit reference agencies about how **you** conduct **your account(s)** and this **information** may be shared with other financial institutions to help make financial decisions about **you** and anyone with whom **you** are linked financially or other members of **your** household. If **you** borrow and do not repay in full and on time, **we** may tell credit reference agencies who will record the outstanding debt.

3.7. A link between joint applicants and/or any individuals 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.

3.8. You agree that **your information** may be transmitted to, from and/or through any country as a result of **your** use of **your account(s)** and any **services** which form part of **your account(s)** irrespective of the levels of data protection provided in any particular country and at **your** own risk. If **we** transfer **your information** to an agent or subcontractor who provides a **service** to **us** in another country outside the European Economic Area **we** will ensure they agree to treat **your information** with the same level of protection as **us**.

3.9. If you write to **us** and pay a fee **you** have a right of access to **your information** held by **us**. To request access send **us** a **secure message**.

3.10. You have a right of access to **your information** held by credit reference agencies and fraud prevention agencies on payment of a fee. If **you** ask **we** will tell **you** the name and address of the credit reference agencies 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**.

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

4. Changing or ending this agreement and charges

4.1. We may make changes to this **agreement** at any time.

4.2. We may make or introduce charges from time to time for running the **service**. Please refer to the **smile tariff** for details. **We** may also vary the charges or introduce new ones but will let **you** know if **we** do so in accordance with condition 4.3.

4.3. We will give **you** 30 days' notice by **secure message**, email or letter before **we** make changes to this **agreement** and to the **service**.

4.4. You can close this **agreement** by telephoning **us** on 0870 843 2265 or sending **us** a **secure message**. **We** may end this **agreement** without providing a reason but **we** will give **you** 30 days' notice before **we** do so (except in exceptional circumstances e.g. a fraud investigation).

5. General

5.1. 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, repairs, alteration to or failure of computer systems
- any industrial dispute
- anything outside **our** reasonable control or that of **our** agents or subcontractors.

5.2. You must telephone **us** on 0870 843 2265 or send **us** a **secure message** immediately if **you** change **your** name, address or email address. If **you** do not do this, **we** may charge **your account** with the costs of locating **you**.

5.3. To assist **us** in improving **our service**, **we** may record or monitor telephone calls or instructions received via the **service**.

5.4. We may transfer **our** rights and/or **our** 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 contract. If it does so, **you** agree that **we** will be released from all those duties and obligations. **You** may not transfer any of **your** rights or responsibilities under this agreement to any person. If **we** transfer **our** responsibilities **we** will only do so to someone **we** reasonable believe is capable of performing them.

5.5. Any **terms and conditions** of **your account** will be in English, governed by English Law and **we** will communicate to **you** in English.

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

5.7. 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 telephoning **us** on **0870 (THE BANK) 843 2265**, sending **us** a **secure message**, or 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.

5.8. There is no minimum duration for this **account**.

5.9. If **you** have a complaint please telephone **us** on 08457 212 212 or write to Customer Services Manager, The Co-operative Bank p.l.c., Delf House, Skelmersdale, WN8 6GH.

5.10. The Co-operative Bank plc is covered by the Financial Services Compensation Scheme (FSCS), which would pay compensation of up to £50,000 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 £50,000 for the total amount of combined deposits held with The Co-operative Bank, smile and Britannia.

However, if you held accounts, which were covered by the FSCS, with both The Co-operative Bank (including smile) and with Britannia Building Society immediately prior to the date of merger of the two organisations on 1st August 2009, then until 30th December 2010 those accounts with each of the Bank and Britannia are covered for up to £50,000, i.e. £50,000 for your Co-operative Bank account(s) and £50,000 for your Britannia account(s).

Certain customers are not covered by the FSCS. The exclusions include large companies, large mutual associations and local authorities: visit www.fscs.org.uk for further details.

smile cash ISA conditions

The **conditions** set out below, together with the on-line application form (including the declaration), the **smile** general **conditions**, the **tariff** and any other **conditions** which may be implied by law, form the agreement (**agreement**) between **you** and **us**. They tell **you** how **your cash ISA account** works and what **your** and **our** obligations are once **you** open an **account** with **us**.

1. Opening your account and making deposits

1.1. To open a **smile ISA account** **you** must be over 18 and normally resident for tax purposes in the UK. **You** may not open a joint **account**.

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

- in sterling
- a recognised UK bank **cheque**.

1.3. Any money kept in **your account** is and will remain **your** property and must not be used as security for a loan.

1.4. **You** have the right to close **your account** in accordance with condition 5.7 of the **smile** general **conditions**. If **you** do so, **we** will return any amount (including interest) owing to **you** or, at **your** request, transfer the amount to another **account**.

1.5. The minimum deposit **we** accept is £1. **We** may decide not to accept an application or deposit.

1.6. **You** may deposit up to but no more than the tax year subscription limits defined by H.M. Revenue & Customs for each tax year. Please refer to the declaration below for details of the current limits. If **you** exceed this limit then this will be returned to **you** as follows:

- deposits made by cheque, SWIFT, CHAPS, TIPANET, and EURO CHAPS; **we** will process the deposit and once this has cleared, return the difference to **you** by crediting any other **smile** or Cooperative Bank **account** **you** hold with **us** or if **you** do not have any other **accounts** with **us** **we** will send the difference by **cheque**
- deposits made by Bank Transfer and Standing Order; **we** will return the full amount to the paying Bank **account**.

1.7. If **you** do not place money in **your account** during a tax year, **you** will need a new declaration should **you** wish to make a deposit in the following tax year.

1.8. **You** may not overdraw **your account**.

1.9. **We** will provide regular statements online showing the balance of **your account**.

1.10. Withdrawals can be made at any time, provided that **you** have enough **available money** in **your account** (this means funds that have been fully cleared – please refer to the **smile** internet website for details of **our** clearing timescales).

1.11. Once **you** have reached the tax year subscription limit, **you** may make no further deposits in that tax year regardless of any withdrawals.

1.12. If **we** become aware that **you** fail to satisfy the provisions of the ISA regulations and as result the ISA has, or will, become void, **we** will notify you.

2. Interest and charges

2.1. **We** will calculate interest on a daily basis on **available money** in **your account** and will pay the interest to **your account** once a year. Interest will be paid free of UK tax provided:

- **you** comply with these **conditions**
- the **Regulations** continue to apply.

2.2. Details of the rates of interest **we** will pay are available on the **smile** internet website. Any charges **we** may make or introduce for running **your account** are set out in the **tariff**, also available in the **smile** internet website.

2.3. **We** may change the rates of interest or charges or introduce new charges from time to time but **we** will let **you** know if **we** do so (see condition 4).

3. Transferring your account

3.1. **You** may transfer all (but not part only) of the money in **your account** in the current tax year, together with all or part of any deposits (together with interest) in **your account** from previous tax years to another **ISA provider** in accordance with the **Regulations**. **We** will normally action this request within 10 working days of receipt by us, of your request, **we** may, however, exceed this, but **will** not exceed 30 days. **You** will need to contact **your** other **ISA provider** in order to arrange a transfer.

3.2. If **you** close **your account** and do not transfer the money in **your account** to another **ISA provider**, **you** will not be able to open a **cash ISA** with another **ISA provider** in the same tax year.

4. Changing this agreement

4.1. **We** may vary or amend any of these conditions but **we** will give **you** 30 days' notice by **secure message**, email or letter before **we** make changes except changes in interest rates which may apply immediately. **We** will, however, let **you** know about any changes in interest rates within 30 days of the change.

Terms and conditions effective from 06/10/09.

This is a copy of the declaration made by you:

- i. All subscriptions made, and to be made, belong to me
- ii. I am 18 years of age or over
- iii. I have not subscribed and will not subscribe more than the overall subscription limit in total to a Cash ISA and Stocks and Shares ISA in the same tax year
- iv. I have not subscribed and will not subscribe more than the Cash ISA subscription limit to one Cash ISA
- v. I have not subscribed, and will not subscribe, to another cash ISA in the same tax year that I subscribe to this cash ISA
- vi. I am resident and ordinarily resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of section 28 of Income Tax (Earnings & Pensions) Act 2003 (Crown Employees serving overseas), are treated as being performed in the United Kingdom, or I am married to, or in a civil partnership with a person who performs such duties. I will inform smile if I cease to be so resident and ordinarily resident or to perform such duties or be married to, or in a civil partnership with a person who performs such duties
- vii. The information provided on this declaration form is true to the best of my knowledge and belief
- viii. I agree to the smile Bank cash ISA Terms & Conditions.

I authorise smile to:

- a. Open a cash ISA account in my name
- b. Hold and process this information, which may be used in accordance with condition 3 of the smile general conditions
- c. Hold my cash subscriptions and any interest earned on those subscriptions
- d. To make on my behalf any claims to relief from tax in respect of my cash ISA investment.

Calls to 0870 numbers will cost no more than 8p per minute for BT customers. Calls to 0845 numbers will cost no more than 4p per minute for BT customers. Call charges from other companies may vary and you may want to check this with your service provider.