

# Your guide to the charges you can expect on your **smile current account**

There are no charges for normal banking services as long as you do not go overdrawn. However, we do make a charge for certain other services including overdraft services.

We can vary or amend these charges or interest rates at any time but will notify customers that we are doing so in accordance with account Terms and Conditions. Confirmation of current interest rates can be obtained online at **smile.co.uk** or by calling **0870 843 2265**.

The services, charges and rates detailed are correct at the time of publishing, November 2008.

## **Overdraft services:**

You can request an overdraft or an increase to an existing overdraft either formally or informally.

Formally – you can request our overdraft services in advance and if we agree to your request we will tell you your overdraft limit and confirm the terms of the overdraft in writing.

Informally – if you have not formally requested our overdraft services as above, you may still request our overdraft services by undertaking a payment or withdrawal from your account, even though no overdraft limit has been agreed or where the payment or withdrawal would cause you to exceed any agreed overdraft limit.

smile current account overdraft services		
<b>Debit interest rate</b>		1.24% per month 15.9% EAR*
<b>Formal overdraft service charge</b> (When we have agreed a formal limit with you in advance over £500 <sup>†</sup> )		£20.00
<b>Informal overdraft service charges</b>		
<b>Monthly service charge</b> (When you have overdrawn or have exceeded an existing overdraft limit without having agreed with us in advance you will incur a monthly service charge).		£20.00
<b>Daily service charge</b> (Each subsequent day your informal overdraft increases you will incur a daily service charge – up to a maximum of 4 charges per month).		£20.00
<b>Unpaid items</b> This charge may be applied if cheques, standing orders or Direct Debits cannot be paid due to lack of funds.		£30.00
smilemore subscription fee		
<b>A £12.00 subscription will be collected on the first working day of every month</b>		
smilemore overdraft services		
<b>Free overdraft service – interest and charges free zone</b> You can go overdrawn up to £260 at any time in a month without incurring interest or charges.		
<b>Debit interest rate</b> Formal overdraft service over £260. Informal overdraft service.		0.95% per month 11.9% EAR* 1.24% per month 15.9% EAR*
<b>Formal overdraft service charge</b> (When we have agreed a formal limit with you in advance over £500 <sup>†</sup> ).		£20.00
<b>Informal overdraft service charges</b>		
<b>Monthly service charge</b> (When you have overdrawn or have exceeded an existing overdraft limit without having agreed with us in advance you will incur a monthly service charge).		£20.00
<b>Daily service charge</b> (Each subsequent day your informal overdraft increases you will incur a daily service charge – up to a maximum of 4 charges per month).		£20.00
<b>Unpaid items</b> This charge may be applied if cheques, standing orders or Direct Debits cannot be paid due to lack of funds.		£30.00
smile student account overdraft services		
<b>Free overdraft service – interest and charges free zone</b> You can go overdrawn up to this amount at any time in a month without incurring interest or charges.	<b>Year of study</b> 1 2 3 4+	£1,000 £1,400 £1,800 £2,000
<b>Debit interest rate</b> Formal overdraft service above the free overdraft for the current year of study. Informal overdraft service.		0.79% per month 9.9% EAR* 1.24% per month 15.9% EAR*
<b>Formal overdraft service charge</b> (When we have agreed a formal limit with you in advance)		NIL
<b>Informal overdraft service charge</b> (When you overdraw or exceed an existing overdraft limit without having agreed a formal limit with us in advance)		NIL
<b>Unpaid items</b> This charge may be applied if cheques, standing orders or Direct Debits cannot be paid due to lack of funds.		£30.00

\*EAR = Equivalent Annual Rate for overdrawn balances.

<sup>†</sup>For the first 12 months from account opening you will have an agreed overdraft limit of £500. This is a special offer and is subject to our right to withdraw it for new customers or in accordance with account terms and conditions in the future.

<b>Foreign transaction services</b>	
<b>Cash withdrawals</b> At VISA or PLUS dispensers or over the counter at a bank displaying the VISA sign. This includes the purchase of foreign currency or travellers' cheques made with the card.	<b>2% of the value of the withdrawal or £2</b> (whichever is the greater)
<b>Foreign transaction fee</b> Applied to any debit or credit card transaction in a currency other than Sterling.	<b>2.75% of the value of the transaction</b>
<b>Overseas remittances</b> Normal rate transfers and drafts in Sterling or foreign currency. Urgent rate transfers in sterling or foreign currency. TIPANET/structured payments.	<b>0.25%, min £13, max £35°</b> <b>0.25%, min £17, max £35°</b> <b>£8</b>
<b>Foreign currency banknotes</b> Sales. Purchases.	<b>Free<sup>4</sup></b> <b>1.25%, min £4</b> (per individual currency transaction)
<b>Issue of travellers' cheques</b> Sterling cheques. Foreign currency cheques.	<b>Free<sup>4</sup></b> <b>Free<sup>4</sup></b>
<b>Bills and cheques</b> Cheques negotiated with recourse. (€1–€99) Cheques for collection. (€100+) Cheques returned unpaid.	<b>£4.00</b> <b>0.25%</b> (min £8, max £60) <b>0.25%</b> (min £15, max £60) <sup>o</sup> <b>£10<sup>o</sup></b>
<b>Other services</b>	
<b>Stopped cheques</b> When you instruct us that a cheque you have issued (without using your cheque guarantee facility) should not be paid.	<b>£10.00</b>
<b>Copy of a statement</b> If original statement is less than a year old and available online. If original statement is more than a year old and no longer available online.	<b>£2.50</b> (or free if you print it yourself) <b>£10.00</b>
<b>Copy cheque</b>	<b>£10.00</b> (per cheque)
<b>Bankers cheque</b> To assure payment when buying goods such as a car by cheque.	<b>£10.00</b>
<b>Transfer to bank outside The Co-operative Bank (via CHAPS)</b>	<b>£25.00</b>
<b>Charging period</b> The charging period used for interest, commission and charges is 5th of month 1 to 4th of month 2. Please note the dates may vary when they do not fall on working days.	
<b>Other charges</b> There may be occasions when we will make other charges to the account. These will be notified to you at the time.	

<sup>o</sup>Plus postage, transmission and agent's charges where applicable.

<sup>4</sup>Home delivery service is available and will be charged at cost.

## Terms and Conditions

Terms and conditions of the smile current account, overdraft and debit (Visa or Electron) card (incorporating **smilemore**)

Please read your current account terms and conditions (conditions). The smile general conditions do not apply to smile/**smilemore**/smile student current account.

The conditions, together with the on-line application, smile account charges and any other conditions which may be implied by law, form the contract between you, the account holder, and us, The Co-operative Bank p.l.c. Altogether, they set out the features of the current account, they tell you how your current account works and what your and our responsibilities are once you open a current 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 and any person to whom our rights and/or responsibilities may be transferred.


You should not use your account for business purposes. Where there is reference in these conditions to working day that means any day, other than Saturday, Sunday or a bank holiday, in England and Wales.

We can refuse to accept an application to open an account from you or a deposit.

Reference in these conditions to Group means us, The Co-operative Group (CWS) Limited, Co-operative Insurance Society Limited and any companies or organisations we or they wholly or partly own or are owned by at any time and any other independent Co-operative Societies.

## Using and sharing your information

Your 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 your other dealings with us or the Group, searches or checks at credit reference or fraud prevention agencies, products and services you hold with us and within the Group and any payments for goods or services arising out of your account (including the supplier and type of goods or services), and this 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 Group database and used by us and the Group for the purposes set out below.

We and the Group may use, analyse and assess 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
- managing 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
- to consider and implement business, product and technology developments
- to undertake statistical analysis, financial risk assessment, money laundering checks (which may include telephoning you), compliance and regulatory reporting, fraud prevention and recovering debt
- checking details on insurance proposals and claims such as motor, household, credit and life and other insurance proposals and insurance claims for you and anyone else linked to your insurance proposal or claim

- to help us identify products and services which may be of interest to you (unless you have asked us not to)
- meeting any obligations we may have under the scheme your 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 Group with information about others with whom you have a financial link. We and the Group may identify and tell you by letter, telephone, fax – including automated dialing – email or any other means of communication, about products and services which may be of interest to you and which are offered by us, the Group or other carefully selected organisations or companies (if you do not wish to receive such information please write to us at Customer Services, The Co-operative Bank p.l.c., P.O. Box 200, Skelmersdale, WN8 6NY for more details, but please note this may mean you will not receive information about business, product or service developments which may be of benefit to you). You do agree that we can forward any newsletter, statement message, new terms and conditions or information about any changes to the way your account(s) operate or provide information on card carriers.

We will disclose information outside the Group only:

- where you have provided your agreement
- to our agents or subcontractors for operational reasons
- to our affinity partner(s) if you have an affinity product(s)
- to any persons, including, but not limited to, insurers, who provide a service or benefits to you or for us in connection with your account(s)
- to licensed credit reference agencies as set out below

- to fraud prevention and other agencies to help prevent crime or where we suspect fraud
- if compelled to do so by law
- for the purpose of compliance and regulatory reporting (for example to the Banking Code Standards Board or Financial Services Authority) 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 responsibilities
- if your card or PIN are lost or stolen, or to meet any obligation we may have under any scheme your card is issued under
- to a payee's bank when you make an electronic payment overseas.

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 to 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 a right of access to your information held by us. Write to us at Customer Care, The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester, M60 4EP.

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.

## 1. Your account

- 1.1 To open an account you must be a UK resident, over 18 and to have an account you must receive a regular payment (i.e. wage, salary, pension) which you must pay into your account.
- 1.2 You can appoint an attorney under a power of attorney. If you authorise another person to operate your account they must do so in accordance with the conditions and you will be responsible for their actions or omissions as if they were your own.
- 1.3 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.

## 2. Payments into your account

- 2.1 We accept cash, cheques and other items that are payable to you for payment into your account. If you pay items into your account on a working day we will usually deal with them that day provided they are received by us before 4.30pm (3.30pm in Northern Ireland), otherwise they will be dealt with the next working day. This will affect when you can withdraw the money, please see condition 4 for details.
- 2.2 If you pay a cheque into your account and it is returned unpaid, the amount may be deducted from your account. We will tell you when this has happened. We may ask for payment again from the bank of the person who issued the cheque or return it to you. If you withdraw some or all of the amount of a cheque which is later returned unpaid and this withdrawal or the unpaid cheque causes your account to go overdrawn or over an agreed overdraft limit, this will be considered an informal request to access our overdraft services in accordance with condition 6.

- 2.3 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. If deduction of the payment from your account would either make your account go overdrawn or over an agreed overdraft limit, this will be considered an informal request to access our overdraft services in accordance with condition 6.

## 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, and
  - there is available money in your account, either cleared funds or an agreed overdraft.

We may consider any due payments made, agreed or authorised from your account regardless of whether or not they have yet been deducted.

- 3.2 We may decline to make a payment out of your account if:
  - we suspect the payment to be fraudulent as part of our monitoring for fraud prevention purposes
  - you do not have available money in your account at 9pm the working day before to cover payments.
- 3.3 If you ask us to make a payment out of your account either by cheque, card or other payment instruction when you do not have available money in your account or which would cause your account to go overdrawn without agreement or over an agreed overdraft limit, we will consider this an informal request to access our overdraft services in accordance with condition 6.

- 3.4 There may be a delay in us carrying out your payment instructions while monitoring and/or fraud prevention checks take place.
- 3.5 You can ask us to stop or cancel a payment 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
  - if a cheque, it has not been guaranteed by your cheque guarantee card
  - if it is a standing order or direct debit, your request is made by 8pm on the working day payment is due to be debited
  - it is not a cash or card payment.
- If you want to cancel a direct debit or other regular payment, tell us, but you must also tell the person or organisation that collects the payment that you have cancelled it.
- 3.6 When you write a cheque it is important to take all reasonable precautions to prevent anyone else altering it. For example, clearly write the name of the payee and add the name or account number of the person the money is being paid to, e.g. HMRC (account AN Other). Always draw a line through unused space on the cheque, to prevent extra numbers or names being added. Do not write a future (or post) date on a cheque as it may not prevent the payee from paying it into their bank before that date and payment being made.
- 3.7 If your cheque book or any cheques are lost or stolen or have been used by someone else, please tell us immediately by telephoning 0845 600 6000 or sending us an encrypted (secure) message.
- 3.8 You can tell us to stop a cheque by telephoning 0870 843 2265 or sending

us an encrypted (secure) message. The charge for stopping a cheque is set out in the account charges on our website at [www.smile.co.uk](http://www.smile.co.uk)

- 3.9 If we receive one of your cheques for payment and it is more than six months old we may, but we do not have to, pay it.

## 4. Clearing payments

- 4.1 Generally, the 'central clearing cycle' for England and Wales (normally 3 working days) is the time taken for payments made from or into your account to be deducted or added.
- 4.2 If you issue a cheque the money will normally be deducted from your account 3 working days after the payee pays it into their bank account, unless it is paid into a building society, a bank outside the United Kingdom or a post office, where it may take longer. If you cash a cheque at your branch the amount will normally be deducted from your account the same day provided it is a working day. If you issue a cheque which is 'specially presented' the amount will be deducted from your account the working day it is received by us.
- 4.3 When you pay a cheque into your account you will normally have to wait 4 working days after the working 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 2 working days and, therefore, you will normally have to wait 6 working days after the working day it has been paid in before you can withdraw the money.
- 4.4 A cheque paid into your account may be returned unpaid. This will usually happen 4 working days after it has been received by us, but it could be later. In these circumstances condition 2.2 will apply.

- 4.5 When you pay cash into your account at any of our branch counters or with your card at a post office, the money will be available that working day provided payment in is before 4.30pm. Cash paid in after 4.30pm will be credited to your account the next working day.
- 4.6 If you have instructed us to make an automated payment, such as a standing order or direct debit, the payment will normally be deducted immediately but can be reversed, for example, if we suspect error or fraud. It may take up to 3 working days before the payment reaches the payee.
- 4.7 Funds transfers between accounts held with us instructed either by telephone or internet banking will be available to draw on the same working 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.

## 5. Joint accounts

- 5.1 You may open an account jointly with one other person. You may add additional joint account holders once an account is open, but no more than 3 people may have a joint account. We will not operate a joint account where authorisation of all joint account holders is required for any payment or withdrawal.
- We may accept and act on instructions provided by one of you by telephone, internet, in writing or otherwise, even if the other disagrees.
- 5.2 We may issue a card to all or any of you.
- 5.3 We may deduct from the account all amounts which any of you authorises us to pay. This applies whether the account is in credit or overdrawn or exceeds any overdraft limit as a result.
- 5.4 If any joint account holder tells us of a dispute between any of you we may

treat this as cancellation of authority to operate the account and any further payments or withdrawals will need the authority of all joint account holders and use of additional services, such as telephone or internet banking, may be suspended. We may also ask for return of cards and unused cheques.

- 5.5 In the event of the death of any of you, the survivor(s) will have authority to instruct us to pay to them any credit balance on the account.

## 6. Overdraft services

- 6.1 If you wish to use your account to borrow from us you can do so by use of our overdraft services.
- 6.2 You can request use of our overdraft services either formally (in accordance with condition 6.3) or informally (in accordance with condition 6.4). We would always encourage you to request our overdraft services formally rather than informally.
- 6.3 You can request our overdraft services before your account goes overdrawn and if we agree to your request we will tell you your overdraft limit, confirm the terms of your overdraft in writing and we can charge you.
- 6.4 If you have not requested our overdraft services in accordance with condition 6.3 you may still request our overdraft services by undertaking a payment or withdrawal from your account, even though no overdraft limit has been agreed or where the payment or withdrawal would cause you to exceed any agreed overdraft limit. It will be within our discretion to agree your request for overdraft services in these circumstances and we can charge you. An overdraft not agreed in advance is more expensive than one that is.
- 6.5 Whether or not we agree any request from you under condition 6.4, you agree to immediately pay into your account

enough money to bring your account into credit or within any agreed overdraft limit.

- 6.6 We may at any time reduce any agreed overdraft limit, subject to these conditions. You agree to repay all amounts owed to us by your use of our overdraft services at the end of any agreed term or immediately on our written demand. Any written demand will be sent by first class post to the address you last notified to us and will be treated as having been received by you 24 hours after posting; alternatively, we may send you a secure message. We will normally give you warning that your overdraft must be repaid or its limit reduced, but we may ask for repayment or reduction immediately. If possible, we will give you prior notice but we may ask for repayment without notice. Until repayment, you will continue to pay interest and charges both before and after any court order in our favour for repayment.
- 6.7 Interest on an overdraft is calculated on the cleared balance each day and debited on the 21st of each month or the nearest working day after.
- 6.8 If any accounts you hold with us are in credit, we may use them to reduce or repay any amounts you owe on other accounts you hold with us in the same name (including any credit card, loan or other accounts, including joint accounts). This is called set off and we will advise you as soon as possible afterwards when we have done this.
- 6.9 Charges applicable to our overdraft services are variable in accordance with conditions 7 and 13 and are explained and set out in our account charges on our website which forms part of these conditions.
- 6.10 You are personally responsible for any money you owe us, whether this is as a result of your own actions or

someone authorised by you. If you have a joint account all of you together and individually are responsible for any money owed to us on a joint account. We can demand payment from all or any of you. If joint account holders also have a sole account with us and that has a credit balance, we can apply set off.

- 6.11 Once we have agreed to provide you with a formal or informal overdraft you have a right to cancel it within 14 days (10 working days). If you wish to do so please telephone us on 0870 843 2265 or send us a secure message. If you decide to cancel you must immediately repay us the full amount you owe us including any interest or charges. If you do not cancel you are still free to end your overdraft at any time by repaying all amounts owed to us.

## **7. Charges and interest**

- 7.1 When you open an account please ensure you read information about our account charges on our website at [www.smile.co.uk](http://www.smile.co.uk), which forms part of these conditions. This includes the details of interest rates and charges for our services. You can also find out about these charges by telephoning us on 0870 843 2265.
- 7.2 We may vary our charges or interest or introduce new ones, this may include, for example, a fee for having an account with us or for use of additional services such as internet banking. We will give you 30 days' prior notice if we vary any charges or interest or introduce new ones. Please refer to condition 13 for details.
- 7.3 You will be charged a fee for any cash advance (including overseas, except Northern Ireland) from a Visa or Plus cash machine (ie a machine which does not display the LINK symbol) or a Visa authorised bank branch or when you purchase travellers cheques or foreign

currency with your card. Details are explained and set out in the account charges on our website.

- 7.4 If you make a payment in a currency other than sterling it will be converted back into sterling using a wholesale market rate and we will apply an additional charge of 2.75%. The conversion rate may not be the same as when the payment was made as the rates may vary.
- 7.5 If your account is interest bearing, interest will be calculated from 2 working days after the working day a cheque, standing order or direct debit has been paid in and from the next working day after payment in for cash or funds transfers between accounts held with us.

## 8. Statements

- 8.1 We will send you regular statements showing the balance of your account. If you have a joint account you have chosen as part of the account opening process to receive only one statement.
- 8.2 Please ensure you check your statement as soon as you receive it and inform us as soon as possible if there is an incorrect item on it. We will investigate and if an error has occurred, correct it

## 9. Card issue and PIN

- 9.1 We will issue you with an Electron or debit card (or each of you in the case of a joint account) to use as part of your account, in accordance with these conditions.
- 9.2 We will issue you with a PIN (Personal Identification Number) which you can use with your card to:
- withdraw cash from a cash dispenser
  - purchase goods or services from a retailer or other supplier who will usually ask you to input your PIN into a screened key pad, instead of using your signature.

- 9.3 You authorise us to deduct from your account the amount of any payment carried out by use of your card, with or without using the PIN, or card details, whether or not you have given or authorised such instructions.
- 9.4 You must not use your card after the end of the month it expires, or after we have asked you to return it to us, or told you it is cancelled, or that its use is suspended, or your account is terminated.
- 9.5 You will be responsible for all losses from use of your card and/or PIN if you have acted without reasonable care, including not complying with condition 10, or you have acted fraudulently.
- 9.6 We may ask you to return your card to us or suspend its use at any time but we will normally give you prior notice, unless we have a reason for not doing so, e.g. we consider your card or account has been or is likely to be misused. We may deduct from your account any card payment (and any charges) made by you, but not paid by us until after return or suspension of the card.
- 9.7 You may use your card to pay for goods and services through a number of different channels, e.g. internet, telephone, television and mail order. You must not disclose your PIN to anyone.
- 9.8 We will register you with a service called Verified by Visa (to help reduce fraud). Then, if you pay for goods or services ordered on the internet using your card and the retailer or supplier participates in Verified by Visa, you will need to use the service. If you do not use the service, we may not authorise further internet transactions with participating retailers and suppliers.
- 9.9 We will not be responsible if a retailer or other supplier refuses to accept your card or if you cannot use your card to make a payment.

- 9.10 You cannot stop a card payment. You may get a refund from the retailer. We will only credit the account with a refund if we receive instructions or a refund voucher from a retailer, acceptable to us.
- 9.11 We may refuse to make or authorise a card payment arising from an informal request for our overdraft services in accordance with condition 6.
- 9.12 We may refuse to authorise a payment if we consider that your card or account has been or is likely to be misused, or for fraud prevention. For decision making and card misuse purposes we may refer an authorisation request back to the retailer or supplier for further information. This may require you to provide further identification. This may also be done on a random basis for fraud prevention purposes.
- 9.13 If you use your card to withdraw cash from some cash machines, you may be charged. We will not be responsible if you cannot use your card in a cash machine operated by another financial organisation.
- 9.14 You may use your card as a cheque guarantee card. We guarantee to pay a cheque guaranteed with the card provided:
- the cheque is drawn on the account
  - the cheque is issued and dated before the expiry date on the card
  - the cheque is signed by you in the presence of the payee
  - the signature on the card and the cheque are the same
  - the card number is written on the back of the cheque by the payee
  - the card has not been altered or defaced
  - the cheque is dated with the actual date of issue

- the amount is within the cheque guarantee limit stated on the card.

You cannot stop a cheque guaranteed with your card and you must only issue one guaranteed cheque in any single transaction.

If you issue a guaranteed cheque and this would cause your account to overdraw or exceed any agreed overdraft limit, we will consider this an informal request for our overdraft services in accordance with condition 6.

## 10. Security

- 10.1 You must take all reasonable precautions to prevent misuse of your account, any cards, Card Reader (which allows you to access our internet and telephone banking service) and your customer security details (this can include PINs, account and 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 precautions may result in access to your account, or additional services such as telephone or internet banking, being blocked. Reasonable precautions can include, but are not limited to:

- signing a card as soon as you receive it
- keeping your card apart from your cheques and PIN
- keeping your card, cheques and Card Reader safe and not allowing anyone else to use your card, PIN, Card Reader or other security details
- not disclosing your cards or security details except when using your 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 card, cheques, PIN, Card Reader and security details safe
  - not allowing family or friends to use your card, PIN or Card Reader
  - exiting internet banking when leaving a computer terminal unattended
  - never sending your account details by a message which is not encrypted.
- 10.2 If your cards, cheques, PIN, Card Reader or security details are lost or stolen or you think someone knows them, or has used or tried to use them, please tell us immediately by telephoning us on 0845 600 6000.
- 10.3 We will ask you to co-operate with us by providing information or other assistance in connection with the loss or misuse of your card, cheques, PIN, Card Reader 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.
- 10.4 If you find your card, cheques or Card Reader after having reported them lost or stolen or you think someone has used or tried to use them you must not use them. You must destroy them as appropriate, by cutting them into pieces and/or returning them to us, The Co-operative Bank p.l.c., Delf House, Skelmersdale, WN8 6GH.
- 10.5 The maximum you will have to pay us if your card, cheques, PIN, Card Reader 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 precautions (see condition 10.1), you may have to repay all losses.

## **11. Telephone and internet banking**

- 11.1 You can access telephone and internet banking in respect of 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 you have been granted a power of attorney. To access internet and telephone banking we may issue you with a Card Reader. Use of telephone and internet banking is in accordance with these conditions and you must register a security code and secure personal information.
- 11.2 Telephone us on 0870 843 2265. Lines are open 24 hours a day, 7 days a week, apart from some seasonal Bank Holidays, please refer to our website for details. Calls may be recorded and/or monitored to enhance security, sort out complaints, improve customer service and for staff training purposes.
- 11.3 To access telephone and internet banking we will ask you for account details, two or four digits of your security code and part of your secure personal information. For some internet and telephone banking instructions you may be asked to use your card and a Card Reader. If you do not use your card and Card Reader we will not be able to carry out your instructions.

- 11.4 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 secure messages ie messages which are encrypted) are accurate. When making a payment to another account, it is important you ensure the accuracy of both the sort code and account number of the account you are sending the payment to. If your instructions are not accurate we may not be able to recover the payment. When using internet banking, you must not send any account details to us by a message which is not encrypted.
- 11.5 You will be responsible for payments or other losses from your account which you have not authorised if you have not taken reasonable precautions as set out in condition 10.
- 11.6 We may refuse to carry out your instructions, for example, if a payment exceeds a particular value or we suspect a breach of security or misuse of your account or security details or you do not use your Card Reader when requested. We will tell you when we do this, this may include access to your account, including telephone and internet banking, being blocked.
- 11.7 Telephone and internet banking are additional services which we may vary, suspend or terminate. We will tell you when we do this.
- 11.8 Service level guarantees do not apply to ordering a cheque book via internet banking. This does not apply to smile customers.
- 11.9 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.
- 11.10 The speed of or lack of interruption in relation to internet banking are not guaranteed.
- 11.11 To use internet banking you need to have cookies enabled. 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.
- 11.12 In addition to the reasonable precautions in condition 10.1, 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.

Internet banking must be accessed only from within the UK (use outside the UK is subject to your complying with local laws of cryptography when you access internet banking).

11.13 The Card Reader we may provide to you to access internet banking remains our property. If you lose, damage or need another Card Reader you can ask us for another by contacting us at The Co-operative Bank p.l.c., Delf House, Skelmersdale, WN8 6GH or on 0870 843 2265. We may make a charge in these circumstances but will advise you of the amount at the time of your request.

## 12. Closing your account

- 12.1 You can end this contract and close your account by phoning us on 0870 843 2265 or sending a secure message. We can end this contract and close your account at any time, but we will give you at least 30 days' notice unless there are circumstances which justify us closing your account with less notice. We will not close your account until you have returned all cards and cheques (cut into pieces) to us at The Co-operative Bank p.l.c., Delf House, Skelmersdale, WN8 6GH.
- 12.2 For 14 days (10 working days) after the date we have received your application or you have started to transact on your account, you have a right to cancel and close your account. You can do this by sending us a secure message.
- 12.3 When you or we close your account we will pay to you any money credited to the 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.

12.4 In the event of death of a sole accountholder we may require a grant of probate or representation before releasing any monies in your account to your personal representatives.

## 13. Changes

- 13.1 We may make changes to the services, interest rates, charges or conditions of this account and we may introduce new services, interest rates, charges or conditions, this may include, for example, introducing a fee for having an account or a charge for use of additional services such as internet banking. Changes may be to make the services, interest rates, charges or conditions:
- easier to understand or fairer to you
  - clearer, correct mistakes, ambiguities, inaccuracies or omissions
  - reflect reasonable changes to costs (either by increasing or decreasing an amount)
  - take account of changes in market conditions or relevant banking practice
  - take account of changes in the law, codes of practice, court or ombudsman decisions or new regulatory requirements or practice
  - take account of any change in ownership of or transfer of our business by another bank or organisation to make sure customers are treated in a similar way
  - improve services or facilities or benefit from improvements in technology
  - take into account appropriate customer feedback.

In addition to the above we reserve the right to change interest rates or the amount of charges for other financial services (such as

those in our account charges on our website) without notice, provided there is a valid reason for doing so. We will inform you of any change at the earliest opportunity.

13.2 If any change we make is to your disadvantage we will tell you about it by personal notice at least 30 days before we make the change (except changes in interest rates which may apply immediately). You can, at any time up to 60 days from the date we tell you of a change, switch your account or close it without paying any extra charges or interest. We may make other changes immediately and tell you about them within 30 days.

## 14. General

14.1 We will not be liable if we are unable to perform our responsibilities set out in these conditions due (whether directly or indirectly) to:

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

14.2 We may use the contact details you have provided, including address, email address and telephone numbers, to contact you. You must phone us on 0870 843 2265 or send us a secure message immediately on any change of name, address, email address or other contact details. If you do not do this, we may charge your account with the costs of locating you.

14.3 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 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 reasonably believe is capable of performing them.

14.4 As required by law, please note any terms and conditions of your account will be in English, governed by the laws of England and Wales and we will communicate with you in English.

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

14.6 The Co-operative Bank is a member of the Financial Services Compensation Scheme established under The Financial Services and Markets Act 2000. In respect of deposits with a UK office, payments under the scheme are limited to 100% of the first £50,000 of a depositor's total deposits held with the Bank. Visit [www.fscs.org.uk](http://www.fscs.org.uk) for details.

14.7 There is no minimum duration for this account.

14.8 If you have a complaint please telephone us on 0870 843 2265 or send us a secure message or write to Customer Services Manager, The Co-operative Bank p.l.c., Delf House, Skelmersdale, WN8 6GH. 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.

In addition to the above conditions, the conditions set out below apply if you are a smilemore Account holder.

## smilemore

1. To open and have a smilemore current account you must pay a monthly

subscription, please refer to the account charges information for details of the amount. To have an account you must receive a regular payment (i.e. wage, salary, pension) which you must pay into your account.

2. Your smilemore account has additional benefits set out on the website, **[smile.co.uk/smilemore](https://smile.co.uk/smilemore)** together with relevant terms and conditions and supplier terms and conditions. Certain benefits available with your smilemore account involve third party suppliers and any use by you of those benefits involves an agreement between you and the supplier. Any representations made by the supplier or us on the suppliers behalf are not representations made by us. This does not affect your statutory rights. If a benefit is insurance cover the agreement is between you and the insurer not you and us. This agreement must be read with the Master Policies and in any conflict the Master Policies will prevail.
3. smilemore has additional overdraft services please refer to the account charges information for details.
4. The monthly subscription, additional overdraft service and additional benefits are subject to variation (which may include withdrawing some or all of them) in accordance with conditions 7 and 13 of the smile Current Account Terms and Conditions above.
5. You can at any time ask us to convert your smilemore account and we can convert your smilemore account to a standard smile Current Account, in which case these additional conditions 1-6 and the additional benefits will no longer apply.
6. We will not be liable if we are unable to perform our obligations under this agreement due (whether directly or indirectly) to the failure or lack of availability of the operation of any benefit.

## Loss or misuse of the card

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

smile the internet bank from

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

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

Policy and supplier terms and exclusions apply.

**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 Banking Code, is a member of 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 £12.00 debited from the account on the first working day of each month.

Calls may be monitored or recorded for security and training purposes. Calls to 0845 numbers will cost no more than 4p per minute for BT customers. 0844 calls are charged at 5p per minute. Call charges from other companies may vary and you may want to check this with your service provider.