

## no-notice savings account

### smile general conditions

The **smile** general conditions set out below apply to any of the accounts you may select on your on-line 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.

### 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 mini Individual Savings **Account** ('cash mini ISA'); loan **account**; credit **card account** or such other **account(s)** as may be available from time to time;

**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**

**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 13 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 **personal 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** (CWS) Limited (Co-operative **Group**), Co-operative Insurance Society Limited (CIS) and any companies the Bank, Co-operative **Group** or CIS wholly or partly own at any time 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

**insecure e-mail** means a message which is not encrypted sent via an open network and which could be viewed by another person

**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

**personal information** means **information we** may obtain about **you** relating to the **account**, the use of the **card** or cheques and **your** financial affairs and which may also reveal, during the course of business, **your** racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and details about **your** health or sexual life

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

**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 ([www.smile.co.uk](http://www.smile.co.uk))

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

**smile tariff** means the tariff made available to **you** by product from time to time on the **smile** internet website ([www.smile.co.uk](http://www.smile.co.uk))

**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

**we, us** or **our** means **smile**, a part of The Co-operative Bank p.l.c., 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 in whose name the **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** on an **insecure e-mail**.

**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 (THE BANK) 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
- tell them to anyone, even to a joint accountholder or a helpdesk adviser

**1.5 If you** suspect that someone knows **your customer security codes**, **you** must immediately contact **us** on **0870 (THE BANK) 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 back-up 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 on-line 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 (THE BANK) 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

**3.1** **Your** **information** may be held by **us** in any form and on any **group** database and used by **us** and the **group** for the purposes set out in Condition [3.2].

**3.2** **We** and the **group** may use, analyse and assess **your** **information** to maintain and develop **our** relationships with **you**. **Information** shared with 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:

- to consider any applications made by **you**;
- helping **us** to make credit decisions about **you** and anyone to whom **you** are linked financially or other members of **your** household;
- to deal with **your** **account(s)** or run any other services **we** provide to **you**;
- 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 debt tracing;
- to help **us** or **our** insurance underwriters to make decisions 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.

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

**3.4** **We** and the **group** may identify and tell **you** by letter, telephone, fax, including automated dialling, e-mail 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 **secure message**). 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.

**3.5 We** will disclose **information** outside the **group** only:

- where **you** have provided **your agreement**;
- to **our** agents or subcontractors for operational reasons;
- to **our** affinity partner(s) if **you** have an affinity product(s);
- to any persons, including, but not limited to, insurers, who provide a **service** or benefits to **you** or for **us** in connection with **your account(s)**;
- to licensed credit reference agencies as set out in Condition[3.6];
- 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 Mortgage Code Compliance 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 obligation **we** may have under any **card** scheme **your card** is issued under.

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

**3.7 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.

**3.8** A link between joint applicants and/or any individual identified as **your** financial partner will be created at credit reference agencies, which will link **your** financial records. **You** and anyone else with whom **you** have a financial link understand that each other's **information** will be taken into **account** in all future applications by either or both of **you**. This linking will continue until one of **you** successfully files a disassociation at the credit reference agencies.

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

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

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

**3.12 We** may monitor and record 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**, e-mail 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 (THE BANK) 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).

**4.5** Once **we** have **your** signed **agreement** or **you** have undertaken a **transaction** on **your account**, as appropriate, **you** have a right to cancel **your account** within 14 days by sending **us** a **secure message** or by telephoning **us** on **0870 (THE BANK) 843 2265**. **You** must 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. 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 sub-contractors

**5.2** **You** must telephone **us** on **0870 (THE BANK) 843 2265** or send **us** a **secure message** immediately if **you** change **your** name, address, or e-mail 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 duties under this **agreement** to any person. **You** may not transfer any of **your** rights or duties under this **agreement** to any other person.

**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.

### smile no-notice savings account conditions

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

#### 1. Opening your account

**1.1** To open an **account** **you** must be over 16 and a UK resident.

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

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

**1.3** **You** need to make an initial payment of £1 into **your account** and always keep at least £1 in the **account** after **you** have opened it. **We** may decide not to accept an application or deposit.

**1.4** **You** may close **your account** within 14 days of its being opened. If **you** do so, **we** will return any amount (including interest **we** owe **you**) or, at **your** request, transfer the amount to another **account**.

**1.5 You** may open an **account** jointly with one other person. **We** may accept and act on the instructions of one **account** holder only even if the other disagrees.

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

**1.7 You** can take money out of **your account** if **you**:

- have enough **available money** in **your account**
- comply with these **conditions**
- 

**1.8 We** will provide regular statements on-line showing the balance of **your account**.

## 2. Interest and charges

**2.1 We** will calculate interest on a daily basis on **available money** in **your account**.

**2.2 We** will pay interest to **your account** once a year at the rates **we** set from time to time.

**2.3** Details of the rates of interest **we** will pay together with any charges **we** may make or introduce for running **your account** are set out in the **smile** tariff.

**2.4 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 6.2).

## 3. Card and PIN

**3.1** By entering into this **agreement**, **you** are asking **us** to issue to **you** (or each of **you** in the case of a joint **account**) a **card**, including any additional, renewal or replacement **card** on the basis of this **agreement**.

**3.2** This **card** is **our** property and **you** must return it to **us** immediately if **we** ask **you** to do so and any person acting for **us** may recover or keep it. **You** must ensure that the **card** is cut in half before returning it to the address set out in condition 4.10.

**3.3 We** will issue **you** with a **PIN** by post, which **you** can use with the **card** to take out cash from a cash dispenser.

**3.4 You** may only use the **card**:

- if **you** have **available money** in **your account**
- in accordance with this **agreement**
- to use facilities which **we** may make available to **you** from time to time
- during the period for which the **card** is stated to be valid but if **we** have notified **you** that the **card** has been cancelled or withdrawn or that this **agreement** has been terminated then **you** must not use the **card** in any circumstances

**3.5 You** agree that **we** may deduct from the balance of **your account** the amount of any **transaction** or other amounts due from **you** under this **agreement**. **We** will do this (and **you** will be personally responsible to pay the amounts except as mentioned in condition 4.6) even if:

- the **card**, **card** number or **PIN** is used in a way that is not authorised in this **agreement**
- the deduction may result in the **account** becoming overdrawn
- the **card**, **card** number or **PIN** is stopped, suspended or restricted
- the **agreement** is varied or ended

#### 4. Card Security

**4.1 You** must sign the **card** as soon as **you** receive it and take reasonable steps to keep it secure at all times. **You** must not let anyone else use the **card** with or without **your PIN**.

**4.2 You** must keep the **PIN** secret at all times and not let anyone else know or use it.

**4.3 You** will take all reasonable care to keep the **card** safe at all times and separate from the **PIN**.

**4.4 You** may only disclose a **card** number:

- for the purpose of a **transaction**
- when reporting the loss or theft of the **card**

**4.5** If the **card** is lost or stolen or **you** think that it or the **PIN** may be misused by someone else then **you** must telephone **smile** banking immediately on **0845 600 6000** and send **us** a **secure message** confirming **your** call within seven days quoting **your account** number.

**4.6** The maximum **you** will have to pay **us** for **our** losses if the **card** is used by someone without **your** permission is £50.

**4.7** If the **card** is used by someone with **your** permission or as a result of **your** fraud or gross negligence **you** may have to repay **us** for **our** reasonably foreseeable losses.

**4.8 You** must give **us**:

- any **information you** may have in connection with the loss, theft or misuse of any **card** or disclosure of the **PIN**
- any assistance which **we** may need to help **us** recover a missing **card**

**4.9** If **you** or **we** suspect the loss, theft, misuse or disclosure of any **card** or **PIN** then **we** may give the police any **information** concerning **you** or **your account** which **we** consider relevant.

**4.10** If the **card** is found after having been reported lost, stolen or liable to misuse then **you** must not use it but must destroy the **card** by cutting it in half and returning it immediately to **smile** at P.O. Box 600, Delf House, Skelmersdale, WN8 6GF.

**4.11** If **you** or **we** end this **agreement**, **you** must return to **us** any issued **card you** may have, cut in half, to the address set out in condition 4.10.

**4.12 We** may cancel the **card** on written notice from **you** accompanied by the return of the **card** to **us**.

#### 5. Ending this agreement

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

**5.2 You** must repay to **us** any amount owing to **us** on the **account**. Joint accountholders are both individually and jointly liable for any amounts owing to **us**.

#### 6. Changing this agreement

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

**6.2 We** will give **you** 30 days notice by **secure message**, e-mail or letter before **we** make changes to this **agreement** 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.

## 7. General

**7.1 We** will not be liable to **you** if **we** are unable to perform **our** obligations under this **agreement** due (whether direct or indirectly) to:-

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

**7.2 You** must telephone **us** on **0870 (THE BANK) 843 2265** or send **us** a **secure message** immediately if **you** change **your** name, address, or e-mail address. If **you** do not do this **we** may charge **you** for the cost of locating **you**.

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

**7.4 We** may transfer **our** rights and/or duties under this **agreement** to any person. **You** may not transfer **your** rights or duties under this **agreement** to any other person.

**7.5 We** are 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 the depositors total deposits held with the Bank. Visit [www.fscs.org.uk](http://www.fscs.org.uk) for details.

**7.6** This **agreement** is governed by English Law.

Terms and conditions effective from 2/10/07

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