

**thinkmoney**

**ACCOUNT  
TERMS AND CONDITIONS**

In this booklet you'll find the terms for your thinkmoney Current Account and any other services with us (the Terms).

The Terms are provided by us and set out what we and you will do so please read them carefully and make sure you understand them.

If you have any questions about these Terms or your account you can contact us on:

|               |  |
|---------------|--|
| <b>Phone:</b> | 0161 779 5000  |
| <b>Post</b>   | Think Park,<br>Mosley Road,<br>Trafford Park,<br>Manchester<br>M17 1FQ |
| <b>Online</b> | <a href="http://www.thinkmoney.co.uk">www.thinkmoney.co.uk</a>         |

You can find a copy of these Terms on our website: [www.thinkmoney.co.uk](http://www.thinkmoney.co.uk) or you can request a copy by contacting us on the details above.

Our opening hours can also be found on our website. Any reference in these Terms about close of business will be based on these opening hours.

# THE TERMS

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The Terms are made up of the following:

|                         |  |
|-------------------------|--|
| <b>General Terms</b>    | which are the main terms for your Account                            |
| <b>Additional Terms</b> | which apply to any additional services you may have on your account. |

If an **Additional Term** conflicts with a **General Term**, the **Additional Term** will apply.

We use key words throughout these Terms that have important meanings, so we have explained what we mean in tables throughout these Terms where a key word is first used.

| KEY WORDS AND THEIR MEANINGS             |  |
|--|--|
| <b>Account</b>                           | This means the thinkmoney Current Account including any other specific services which may apply to your account.   |
| <b>thinkmoney Card</b>                   | This means the card that will be issued by us to you under these terms and conditions, which will allow you to make withdrawals from and deposits to your account, or make payments using the card, for example in shops or online.  |
| <b>You, the Customer</b>                 | Any person named on the account, including any joint account holders or anyone who has been granted authority to officially act on your behalf.  |
| <b>We, Us, Our, the account provider</b> | This means Think Money Limited, whose company number is 5530040. We are authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (register reference 900033) for the issuing of electronic money and the provision of payment services and are authorised and regulated by the Financial Conduct Authority for our consumer credit and insurance and mortgage mediation activities (register reference 685963). |
| <b>Maintaining the Account</b>           | The account provider operates the account for use by the customer.   |

## SUMMARY OF IMPORTANT TERMS

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The table below provides a summary of some of the important information about the account that we think you will find useful. You should still read these Terms in full.

|  |   |
|--|---|
| <b>What is the monthly fee for the account?</b>                | The monthly fee you will pay for a single account is <b>£17.50</b> . The monthly fee you will pay for a joint account is <b>£24.50</b> . Additional fees may be payable for additional services which are set out in clause 4.19.7 (International Payments), 4.20.4 (Cheques paid into your account), 8.6 (thinkmoney Card fees), 9.3 (Statements)  |
| <b>What does the account provide?</b>                          | The account allows you to have your incomes, wages and other payments paid into your account. We will hold back the money to cover any commitments that you've made us aware of, such as Direct Debits and other payments. Any money left over will be allocated to your thinkmoney Card for you to spend.  |
| <b>What if I do not recognise a transaction on my account?</b> | If you do not recognise a transaction on your account you must contact us as soon as possible on <b>0161 779 5000</b> . If you are outside of the UK you can call <b>44 161 779 5000</b> and we'll investigate this for you. Further information can be found in <b>Section 6</b> .   |
| <b>How can I close the account?</b>                            | If you wish to close your account you can do so at any time by contacting us at the address or phone number above. If you request to close your account within 14 days from the date your account is opened, we'll refund any fees paid during this time. Further information can be found in <b>Section 11</b> .   |
| <b>My card is lost/stolen. What should I do?</b>               | If you suspect your thinkmoney Card is lost or has been stolen, or you suspect someone else knows your PIN you must phone us as soon as possible on <b>0161 779 5000</b> . If you are outside of the UK you can call <b>44 161 779 5000</b> . This service is available 24 hours, 7 days a week. You can log on to your Online Account Management to notify us of this if you have registered for this service. |
| <b>What can I do if I have a complaint?</b>                    | If for whatever reason you are not happy with the service that we have provided to you, you can contact the Customer Relations Department at the address or phone number above. Further information can be found in <b>Section 13</b> .   |

# CONTENTS

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To help you find what's important to you, here's a list of what's included in this document.

| <b>GENERAL TERMS CONTENTS</b>   | <b>PAGE NO:</b> |
|---|-----------------|
| The Terms   | <b>3</b>        |
| Summary of Important Terms  | <b>4</b>        |
| <b>1.</b> Opening your account and activating your thinkmoney Card    | <b>6</b>        |
| <b>2.</b> Joint Accounts  | <b>7</b>        |
| <b>3.</b> Using your thinkmoney Card                                  | <b>8</b>        |
| <b>4.</b> Using your account and managing payments                    | <b>9</b>        |
| <b>5.</b> Incorrect payments, disputed transactions and loss          | <b>20</b>       |
| <b>6.</b> Security  | <b>22</b>       |
| <b>7.</b> How we may use your personal information                    | <b>25</b>       |
| <b>8.</b> Fees and charges  | <b>27</b>       |
| <b>9.</b> Statements  | <b>29</b>       |
| <b>10.</b> Changes to these Terms                                     | <b>29</b>       |
| <b>11.</b> Closure and suspension of your account and thinkmoney Card | <b>30</b>       |
| <b>12.</b> Contacting you about your account                          | <b>32</b>       |
| <b>13.</b> What to do if you have a complaint                         | <b>33</b>       |
| <b>14.</b> Transferring rights and obligations                        | <b>34</b>       |
| <b>15.</b> Law applying to these Terms                                | <b>34</b>       |
| <b>16.</b> Glossary   | <b>35</b>       |
| <b>ADDITIONAL TERMS CONTENTS</b>                                      | <b>PAGE NO:</b> |
| thinkmoney Current Account Plus                                       | <b>38</b>       |

# 1. OPENING YOUR ACCOUNT AND ACTIVATING YOUR THINKMONEY CARD

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- 1.1** To be eligible for the account you must be at least 18 years old and a UK resident. If your UK residency changes whilst you have an account, you must notify us immediately.
- 1.2** We will open an account and provide you with a thinkmoney Card in your name which is issued by us. We will also provide you with an account number and sort code for you to arrange payments to or from your account, for example, Direct Debits.
- 1.3** The thinkmoney Card is not a credit card and is our property and is not transferable to anyone.
- 1.4** To open your account, we will carry out certain identification and address verification procedures as required by law. To carry out those procedures, we may require you to supply certain documents. We may refuse, at our discretion, to open the account without giving reason.
- 1.5** These Terms will apply once we confirm to you that your account has been opened. This is only once we have sent to you details of your account number and sort code, you have passed our identification and verification checks, and you have activated your thinkmoney Card by following the instructions in clause 1.6 of the General Terms. Until you receive this notification and you have passed our identification and verification checks, no account has been opened for you.
- 1.6** As soon as you receive your thinkmoney Card you must sign the signature strip on the back of the card and activate it. Until you have activated your thinkmoney Card, or thinkmoney Cards if your account is a joint account, for the first time after your account has been set up, certain transactions to or from your account may be rejected.
- To activate your thinkmoney Card you can text **"CARD"** followed by the last 4 digits of the long number on the front of your thinkmoney Card to **81122** or **07786 200077**.
- Or you can phone our automated phone service on **0161 779 5000** and follow the instructions.
- 1.7** If you do not activate your thinkmoney Card within 63 days starting from the day we send you your thinkmoney Card, we will cancel your thinkmoney Card and your account will not be opened. If you would like to open an account after this time you will need to start a new application.
- 1.8** You agree to use the account only for your personal use and not for business purposes. Using the account for business purposes will be a breach of the Terms.
- 1.9** Balances that are held in your account, that are not owed to Mastercard following authorised use of your thinkmoney Card, belong to you. Amounts on your account that you have already spent via your thinkmoney Card will be owed to Mastercard.

## 2. JOINT ACCOUNTS

If you decide to open a joint account with another person, or you would like to add another person to your single account, this section will explain what you'll need to know about how we will manage your joint account for both yourself and together with the other named person on the account. Each person is responsible for complying with these Terms.

**It is important you and any joint account holder read this section so you are aware of what to expect.**

### KEY WORDS AND THEIR MEANINGS

#### Online Account Management

This means the online services offered by us. It allows you to securely log into your account online and arrange for certain payment requests to be made and check your account and thinkmoney Card balances.

#### Mobile App

This means the thinkmoney mobile application which you can download to your compatible mobile device. It allows you to securely access your account online, arrange for certain payment requests to be made and check your account and thinkmoney Card balances.

- 2.1** If your account is joint this means that all named people can use the account and information can be shared between you both. Unless you tell us otherwise, each of you can ask us to process payment requests and transactions on the account, apply for other services, or request to close the account.
- 2.2** Each person will be provided with their own thinkmoney Card and will also be able to sign up to Online Account Management and the Mobile App.
- 2.3** If any money is owed on the account each of you are responsible for the whole debt no matter who created it.
- 2.4** We may send notices about your account to just one or both of you.

### What if there is a dispute or the relationship ends for any reason?

- 2.5** If we have reason to believe there is a dispute between the joint account holders or the relationship has ended, if one account holder wants to remove the other account holder from the account we must have agreement from both account holders to do this.
- 2.6** If one of you notifies us that there is a dispute between you both in relation to the joint account, we may require the authority from both of you to carry out your instruction(s). We may also take steps to prevent either of you giving instructions on your account and may suspend your thinkmoney Card(s), and the use of your Online Account Management and Mobile App

until both of you notify us that the dispute has ended. Any deduction of our fees will continue to be debited from the joint account.

**2.7** When your account is to be closed, we may pay or transfer money in the account to any one of you.

**2.8** If one of you dies, the account will revert to a single account in the sole name of the surviving account holder and they will have access to any available money in the account unless we're notified otherwise, or there is a legal reason why we may need to block access to any money in the account until further notice.

## 3. USING YOUR THINKMONEY CARD

### KEY WORDS AND THEIR MEANINGS

|  |  |
|--|--|
| <b>Business Day</b>  | This means any day from Monday to Friday and excludes bank and public holidays.  |
| <b>Cash withdrawal in pounds in the UK</b>                   | The customer takes cash out of the customer's account in pounds at a cash machine, bank or Post Office in the UK.                          |
| <b>Cash withdrawal in foreign currency outside of the UK</b> | The customer takes cash out of the customer's account in foreign currency at a cash machine or, where available, at a bank outside the UK. |
| <b>Debit card payment in pounds</b>                          | The customer uses their debit card to make a payment in pounds. This can be in a shop, online or over the phone.                           |
| <b>Debit card payment in a foreign currency</b>              | The customer uses their debit card to make a payment in foreign currency. This can be in a shop, online or over the phone.                 |

**3.1** Your thinkmoney Card can be used to withdraw funds and to make a debit card payment in pounds to pay for goods or services at any location where the Mastercard® Acceptance Mark is displayed and accepted as a method of payment (including shops, restaurants, online, or by phone). You can also use your thinkmoney Card abroad to make a debit card payment in a foreign currency or make a cash withdrawal in foreign currency outside the UK, as long as you notify us following the process in clause 6.3 of the General Terms. Any foreign currency transaction will be converted into sterling on the

day it's paid out of your account. The exchange rate is set by Mastercard. You can find more information on our website.

**3.2** We will deduct the value of any transactions spent using your thinkmoney Card from the balance in your account. If the transaction does not occur on a business day, we will deduct the value on the next business day. In the meantime we will hold the value of the transaction from your account balance for 15 calendar days as this will be owed to Mastercard® for settlement purposes, in accordance with clause 1.9 of the General Terms. Under the Mastercard® Scheme

Rules, merchants have up to 30 calendar days to claim and settle any funds owed to them from your thinkmoney Card. thinkmoney must honour this settlement request, even if there are not enough funds available on your thinkmoney Card. This may put your account in a negative balance and the process for reimbursement under clauses 4.5 to 4.8 of the General Terms will apply.

**3.3** Your thinkmoney Card will display an expiry date for when it will remain valid until. You will not be able to use your thinkmoney Card once it has expired. Provided your account remains open and your thinkmoney Card is valid, in most cases we will provide you with a new thinkmoney Card prior to its expiry.

## 4. USING THE ACCOUNT AND MANAGING PAYMENTS

In this section we will explain how you are able to use your account and your thinkmoney Card. It also explains how you can pay money into your account and when and how you will be able to access the money.

### KEY WORDS AND THEIR MEANINGS

|   |   |
|---|---|
| <b>Post Office</b>                              | This means the Post Office Limited and its nationwide network of post office branches. Its company registration number is <b>2154540</b> and registered office is: <b>Finsbury Dials, 20 Finsbury Street, London, EC2Y 9AQ.</b> |
| <b>Recurring Transactions</b>                   | A recurring transaction is when you give your thinkmoney Card details to a company and you authorise for a series of transactions to be made, often for an indefinite period.   |
| <b>Refusing a payment due to lack of funds</b>  | The account provider refuses a payment from the customer's account because there is not enough money in it (or it would take the customer past their arranged overdraft limit).   |
| <b>Allowing a payment despite lack of funds</b> | The account provider allows a payment to be made from the customer's account although there is not enough money in it (or it would take the customer past their arranged overdraft limit).                                      |

**4.1** You will arrange for your salary/income to be paid into the account. To help with the running of your account it's important that you make us aware of any salary/income that is due to be paid into your account and when this may change.

**4.2** At the start of each business day, and throughout each calendar day if funds become available, we will hold back funds in your account to pay for your bills and any other commitments you have made us aware of. The remaining funds will then be allocated to your thinkmoney Card.

- 4.3** If at any time a payment is to be made from the account and there are insufficient funds allocated in the account but there is a balance allocated to the thinkmoney Card, we will notify you to advise that we will arrange to allocate those funds to the account from the thinkmoney Card to make the payment. If at the time of a transaction there are insufficient funds available in your thinkmoney Card to cover the amount of the transaction and any related fees, the transaction may be declined, by us refusing a payment due to lack of funds.
- 4.4** We may also be required to debit funds from your account where we're under a legal obligation, or we are required to do so by a governmental or regulatory authority or by a court or competent jurisdiction.
- 4.5** Depending on clause 4.6 and 4.7, in the unlikely event that, for any reason whatsoever, we allow a payment despite lack of funds and a negative balance arises because a transaction is completed when there are not enough funds in your account for that transaction, you shall reimburse the negative balance amount immediately from the next income or credit to be paid into the account.
- 4.6** Where a negative balance arises because of an error on the part of the person who the funds were intended for or us, we will seek to recover the negative balance amount from the person who made the error.
- 4.7** Where a negative balance arises because of an error on the part of a retailer where the thinkmoney Card was presented, we will seek to recover the negative balance amount from the retailer.
- 4.8** Where the negative balance is not as a result of an error caused by us or by the person who the funds were paid to, you agree that once we make

this negative balance known to you, you will repay the negative balance amount to the extent that we do not seek the negative balance amount from the person who the funds were paid to. We may charge the amount of the negative balance against any funds which you may subsequently have in any of your accounts. Until we are reimbursed this negative balance amount, we may arrange for your thinkmoney Card and account(s) to be suspended. We may also report the negative balance to credit reference agencies.

- 4.9** All transactions will be processed in sterling unless you notify us and we agree otherwise.

## Authorising Transactions

- 4.10** Any transaction on your account will be regarded as authorised by you where you authorise the transaction by notifying us in writing (by letter or payment slip verified by signature, text message, email or via Online Account Management or Mobile App using your secure log in details), by telephone (where calls may be recorded) or where you authorise a third party to access your account. You will be required to provide information to verify your identity and security information. In some circumstances, we may contact you by telephone to verify your authorisation.
- 4.11** Where permitted, Direct Debits may be requested and collected from your account by third parties. We will accept these requests as having been authorised by you and process them.
- 4.12** The authorisation by you of a transaction using your thinkmoney Card may include authorising any single transaction, a series of recurring transactions (including transactions for an indefinite period) or pre authorising future transactions of a set or varied amount.

A thinkmoney Card transaction will be regarded as authorised by you where you:

- a)** authorise the transaction at the point of sale by following the instructions provided by the merchant or retailer, which may include:
  - 1.** entering your PIN or providing any other security code;
  - 2.** signing a sales voucher;
  - 3.** providing the thinkmoney Card details and/or providing any other details as requested; or
  - 4.** waving/swiping the thinkmoney Card over a card reader or inserting your thinkmoney Card into a card reading device for the purpose of making a payment.
- b)** insert a thinkmoney Card and enter your PIN to request a cash withdrawal at a cash machine; or
- c)** insert your thinkmoney Card into a card reading device and enter your PIN to request a cash withdrawal at a branch of the Post Office.

**4.13** Except for clause 4.14, authorisation for a thinkmoney Card transaction may not be withdrawn (or revoked) by you after the time it is received. A transaction will be received, for purchases and cash machine transactions, at the time we receive the transaction instruction from the merchant bank or cash machine operator.

**4.14** Recurring transactions on your thinkmoney Card can be withdrawn by contacting the merchant directly or by contacting us.

**4.15** There may be a small number of terminals (e.g. some vending machines or parking meters) where your thinkmoney Card will not be accepted as no online authorisation request is made by the merchant to check if you have sufficient funds in your account.

**4.16** We may refuse to process your instructions (or any part of them) or authorise any particular transaction if:

- a)** we are concerned about the security of your account and/or thinkmoney Card or we suspect they are being used in an unauthorised, illegal, grossly negligent or fraudulent manner;
- b)** the method by which the payment has been processed could lead to a negative balance on your account;
- c)** the payment instruction provided to us is unclear, illegible or incorrect;
- d)** sufficient cleared funds are not held in your account and/or thinkmoney Card at the time of a transaction to cover the amount of the transaction and any applicable fees;
- e)** there is an outstanding negative balance on your account;
- f)** we have reasonable grounds to believe that you are acting in breach of these Terms;
- g)** because of errors, failures (whether mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing transactions; or
- h)** we are required to do so to comply with our legal obligations or those imposed on us by any governmental or regulatory authority or by a court of competent jurisdiction.

**4.17.** We may at any time suspend or restrict your thinkmoney Card or refuse to issue or replace a thinkmoney Card where:

- a)** we suspect fraud or misuse of your thinkmoney Card or are concerned about the security of your account or your thinkmoney Card;
- b)** we reasonably suspect your thinkmoney Card is being used in an unauthorised, fraudulent or

- grossly negligent manner;
- c) you breach these Terms;
- d) we need to do so to comply with the law; or
- e) in accordance with clause 1.7 of these Terms.

**4.18** If we refuse to process your instructions, or suspend or restrict your thinkmoney Card we will notify you or make this information available to you as soon as possible unless we are prevented from doing so by law, a court order or a regulator. This may be by text message, phone or by your Online Account Management or Mobile App.

#### 4.19 Money paid out of your account and thinkmoney Card

##### KEY WORDS AND THEIR MEANINGS

###### **Sending money within the UK**

The account provider transfers money, on the instruction of the customer, from the customer's account to another account in the UK.

#### Cash

**4.19.1** You will be able to make cash withdrawals in pounds in the UK and a cash withdrawal in foreign currency outside of the UK using your thinkmoney Card, providing there are sufficient funds available. The table below summarises the minimum and maximum amount you can withdraw using your thinkmoney Card.

|                     | MIN WITHDRAWAL  | MAX WITHDRAWAL   |
|---------------------|---|--|
| <b>Post Office</b>  | £0.01   | £500 per calendar day  |
| <b>Cash machine</b> | £5<br>(subject to the cash machine issuing that denomination) | £450 per calendar day.<br>You can only make a maximum of 3 withdrawals per calendar day. |

In exceptional cases, if you're not able to use your thinkmoney Card to withdraw money from your account you can request access to the cash by contacting us. We may be able to arrange for access to your money via a Paypoint outlet, subject to a maximum amount of £200 per account per calendar day. You may also be able to request access to the cash in your account through a Western Union outlet. For more information on this you will need to call us.

**4.19.2** In any event you will not be able to withdraw more than the available balance on the thinkmoney Card, which can be checked online via your Online Account Management, by the Mobile App or by phoning us. We have no minimum value of point-of-sale transactions using your thinkmoney Card, though please note some retailers may apply a minimum spend amount.

## Standing Order

### KEY WORDS AND THEIR MEANINGS

#### Standing order

The account provider makes regular transfers, on the instruction of the customer, of a fixed amount of money from the customer's account to another account.

**4.19.3** You can set up, cancel and amend standing orders on your account. The table below explains how you can let us know of any changes and the timescales required, and methods for setting up, cancelling and amending standing orders.

|   | TELEPHONE  | ONLINE ACCOUNT MANAGEMENT  | TEXT MESSAGE  |
|---|--|--|---|
| Setting up, Amending or Cancelling a standing order | By telephone on <b>0161 779 5000</b> by close of business on a business day, or on a Saturday, before the payment is due to be paid. | By logging into your account through your Online Account Management, if you have registered for this service, by 11:00pm the day before the payment is due to be paid. | By texting the word <b>CHANGE</b> followed by the details of your request to <b>81122</b> or <b>07786 200077</b> , 2 hours before close of business on the business day before the payment is due to be paid.<br><br><b>You can only cancel or reduce the amount of an existing standing order by text message.</b> |

In order for us to arrange to pay the Standing order, there must be a sufficient balance in your account to meet the payments by 2:30pm on the day the payments are due.

## Direct Debits

### KEY WORDS AND THEIR MEANINGS

#### Direct Debit

The customer permits someone else (recipient) to instruct the account provider to transfer money from the customer's account to that recipient. The account provider then transfers money to the recipient on a date or dates agreed by the customer and the recipient. The amount may vary.

**4.19.4** If you wish to set up a Direct Debit you must do this with the company who are claiming the Direct Debit. You should also tell us the date, amount and frequency of the payment so we can budget for the payment in your account, this includes any Direct Debits set up with any other Think Money Group businesses.

If you do not tell us this information, we won't be able to retain funds in the account to meet this payment. The table below explains how you can let us know of any changes and the timescales required to ensure the funds in your account are allocated accordingly.

|   | TELEPHONE  | ONLINE ACCOUNT MANAGEMENT  | TEXT MESSAGE  |
|---|--|--|---|
| Setting up, Amending or Removing a Direct Debit | By telephone on <b>0161 779 5000</b> by close of business on a business day, or on a Saturday, before the payment is due to be paid. | By logging into your account through your Online Account Management, if you have registered for this service, by 11:00pm the day before the payment is due to be paid. | By texting the word <b>CHANGE</b> followed by the details of your request to <b>81122</b> or <b>07786 200077</b> , 2 hours before close of business on the business day before the payment is due to be paid. |

If you notify thinkmoney of your intention to amend or remove a Direct Debit after these timescales the payment will leave your account. However, we may be able to return the Direct Debit as unpaid providing you have contacted us before 2:30pm on the day the payment is due to be paid.

In order for us to arrange to pay the Direct Debit there must be a sufficient balance in your account to meet the payments by 2:30pm on the day the payments are due.

If you choose to cancel or amend a Direct Debit, you should also notify the organisation you are making the payment to.

## Faster Payment

**4.19.5** Where you authorise us to arrange for money to be sent from your account using Faster Payments, the payment will normally be credited to the intended recipient's account within 2 hours of when the payment leaves your account. This is where the amount is within the defined limits of the Faster Payments Scheme and the bank who you're paying the money to accepts Faster Payments. It is also subject to our compliance checks set out in clause 4.22. It may arrive on the next business day if the account you are sending it to cannot accept Faster Payments.

Further information on Faster Payments, including the defined limits, can be found on our website at: **[www.thinkmoney.co.uk](http://www.thinkmoney.co.uk)**.

You cannot cancel a Faster Payment once you have authorised it and you must ensure that you have provided us with the correct recipient details and a reference, which will allow the recipient to identify the payment.

## CHAPS

**4.19.6** Where you authorise us by telephone, before 5pm on a business day to send money to a third party via CHAPS, this should be credited to the destination account on the same day. Any authorisation received after 5pm on a business day should normally be credited to the destination account on the next business day.

## International Payments

| KEY WORDS AND THEIR MEANINGS               |   |
|--|---|
| <b>Sending money outside the UK</b>        | The account provider transfers money, on the instructions of the customer, from the customer's account to another account outside the UK. |
| <b>Receiving money from outside the UK</b> | When money is sent to the customer's account from an account outside the UK.  |

**4.19.7** If you request for us to send money outside the UK, international timescales and fees will apply. International payment requests can only be requested by phoning us on: **0161 779 5000**. The fees set out below will be deducted from your account at the same time as the transfer.

|                         | FEE | CUT OFF TIME                 | WESTERN EUROPE AND USA | REST OF THE WORLD |
|-------------------------|-----|------------------------------|------------------------|-------------------|
| <b>Standard Service</b> | £15 | Before 5pm on a Business Day | 5 Business Days        | 10 Business Days  |
| <b>Express Service</b>  | £20 | Before 5pm on a Business Day | 3 Business Days        | 7 Business Days   |

Any authorisation received after the below time limits will be treated as being received by us on the next business day.

For all payments, it is important you provide the correct details of the recipient's account. If you provide the incorrect account details, this could lead to funds being lost or a delay of payment. A fee of **£25** will be payable where incorrect details are provided to us and we

are charged by the recipient bank due to this error. International transfers are subject to delays depending on the country where the destination account is held and the service required. We will process these payments in accordance with the timescales above but these are subject to the recipient bank's timescales.

## 4.20 Money paid out of your account

### Cash

**4.20.1** You can deposit cash into your account at a branch of the Post Office using your thinkmoney Card. The maximum amount that you can deposit at a branch of the Post Office is £20,000 per day. However, at some smaller Post Office branches the maximum amount that you can deposit is £1,000. The funds will be available the same day the money is paid into your account.

If you do not have access to your thinkmoney Card you can deposit cash at a Post Office Branch using a pre-printed barcode, available to download online from [www.thinkmoney.co.uk](http://www.thinkmoney.co.uk). If you are using a pre-printed barcode the funds will be available the next calendar day.

You can check where your local Post Office branch is and their contact details online using the Post Office Branch Finder at [www.postoffice.co.uk/branch-finder](http://www.postoffice.co.uk/branch-finder).

### Electronic Payments

**4.20.2** Payments can also be made electronically to your account by the following methods.

| PAY IN METHOD                      | WHEN SHOULD THE MONEY BE AVAILABLE TO USE IN YOUR ACCOUNT?                            |
|------------------------------------|---|
| <b>Faster Payment</b>              | The funds will normally be available to you within 2 hours of when we receive them.   |
| <b>BACS</b>                        | The funds will normally be available to you on the business day that we receive them. |
| <b>CHAPS</b>                       | The funds will normally be available to you on the business day that we receive them. |
| <b>International Bank Transfer</b> | The funds will normally be available to you on the business day that we receive them. |

## Cheques paid into your account

**4.20.3** You can pay a UK cheque into your account by either:

- depositing the cheque at a branch of the Post Office; or
- post the cheque, with your sort code and account number written on the back of the cheque to;  
**Think Money Limited, PO BOX 255, Rotherham, S98 1QR.**

The following timeframes will apply for when the money should be available in your account, providing the cheque was correctly deposited and we do not receive notice of non-payment.

| CHEQUE DEPOSITED          | FUNDS AVAILABLE FOR WITHDRAWAL   |
|---------------------------|--|
| <b>Post Office Branch</b> | Up to 7 Business Days starting from the Business Day after you deposit the cheque. |
| <b>PO BOX Address</b>     | Up to 7 Business Days starting from the date the PO BOX receives the cheque.       |

### KEY WORDS AND THEIR MEANINGS

|                          |   |
|--------------------------|---|
| <b>Collection Basis</b>  | This means when we wait for a foreign/international cheque to clear and the funds obtained from the paying bank before crediting your account |
| <b>Negotiation Basis</b> | This means when we allow you to use the foreign/international cheque funds before the cheque has cleared.                                     |

Where you are receiving money from outside of the UK in the form of a cheque and you wish to pay this into your account, if the cheque is not in sterling, and/or is from a bank or building society outside of the UK, provided we do not receive notice of non-payment, the following will apply:

**a)** Where the cheque is for £200 or less (or currency equivalent) the funds are deposited on a negotiation basis and will normally take between 5 and 7 business days to process.

**b)** Where the cheque is for more than £200 (or currency equivalent) the funds are deposited on a collection basis and will normally take between 60 and 90 business days to process.

The timescales for it being credited to your account are governed by the payer's bank.

**4.20.4** If a cheque in a foreign currency is to be paid into your account and it is returned as unpaid from the paying bank, you will be responsible to pay to us any fees charged by the paying bank in relation to the returned cheque.

**4.21** You may, with your explicit consent, authorise a third party to access your account (through an App or other online service) for them to be able to view your account information using a third party application. Before you give a third party provider access to your account, you should check the information they give you to make sure they are appropriately authorised by the Financial Conduct Authority. You must also let us know of any incorrect or unauthorised transactions you become aware of from using such services so we can investigate and arrange any refund you may be entitled to.

**4.22** All payments made to or from your account are subject to our compliance procedures and usual security and risk checks, which may result in us holding, delaying or refusing to accept a transaction. In such case we will, where possible, notify you of the reasons for such refusal or delay.

## 5. INCORRECT PAYMENTS, DISPUTED TRANSACTIONS AND LOSS

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- 5.1** You should check the transactions on your account regularly, including your statements, Online Account Management and Mobile App. If there are any transactions you do not recognise or which look to have been incorrectly processed, you must call us as soon as possible on **0161 779 5000**, or if you are outside of the UK call **44 161 779 5000**.
- 5.2** Subject to clause 5.3, 5.5 and 5.6, you are not liable for any payments or transactions from your account and/or thinkmoney Card that you do not authorise. If you dispute that a transaction was initiated by you, we will refund the value of the transaction and any fees or charges imposed by us as a result of the unauthorised transaction to your account immediately unless further investigation is required. If the unauthorised transaction occurred on your thinkmoney Card we will refund the amount of any transactions which were unauthorised by you and which arose after you notified us of the loss, theft, misappropriation or unauthorised use of your thinkmoney Card.
- 5.3** Following any investigation, if it is found that you authorised the transaction or that you acted fraudulently or with gross negligence (for example by failing to keep your thinkmoney Card, PIN, mobile device or security details secure) we will not refund the transaction amount. We may also charge you for any reasonable costs that we incur in taking action to stop you using your thinkmoney Card and reserve the right to recover the value of any transaction that may have been refunded to you.
- 5.4** The circumstances where you would not be responsible for any loss and may be entitled to claim a refund in relation to transactions on your account and/or your thinkmoney Card are where:
- a)** you have not received your thinkmoney Card;
  - b)** the transaction was not authorised under these account terms and conditions;
  - c)** we are responsible for a transaction which was incorrectly executed after you had notified us in accordance with clause 5.2 and/or 5.4(e);
  - d)** a pre authorised transaction did not specify the exact amount at the time of its authorisation and the amount charged by a supplier is more than you could reasonably have expected taking into account normal spending patterns on your account or the circumstances of the transaction;
  - e)** we were notified of the unauthorised/incorrectly executed transaction within 13 months of the debit date; or
  - f)** the transaction is a Direct Debit which is covered under the UK Direct Debit Guarantee Scheme.
- 5.5** A claim for a refund in the circumstances set out in 5.4 d) will not be accepted if the amount of the transaction was made available to you at least 4 weeks before the transaction date or it is made more than 8 weeks after being debited to your account.
- 5.6** The circumstances where you are responsible for any transactions and payment requests on your account and your thinkmoney Card, and for

any fees or charges incurred as a result of those transactions, are where the transactions have occurred when:

- a) you have given your thinkmoney Card, PIN and/or security details to someone with your agreement and they have misused your thinkmoney Card;
- b) you have given another person access to your Online Account Management and/or Mobile App and payment requests are made by that person by your Online Account Management and/or Mobile App;

- 5.7** You authorise us to provide information to any appropriate third party, including but not limited to the Police or other authorities, including in the UK or abroad. This may include information about your account, mobile devices or other relevant information, in connection with the loss or possible misuse of your account or loss, theft or possible misuse of your thinkmoney Card, PIN or mobile device.
- 5.8** We shall not be liable for any loss you may suffer unless we have been negligent or not acted in accordance with these Terms or unless otherwise required by law.

**5.9** Your maximum liability for any unauthorised transactions on your thinkmoney Card is £35 (or currency equivalent) unless the investigations show that any disputed transaction was authorised by you, or that you have acted fraudulently or with gross negligence (for example by failing to keep your thinkmoney Card or PIN secure or by failing to notify us without undue delay on becoming aware of the loss, theft or unauthorised use of your thinkmoney Card), in which case you will be fully liable for any loss we suffer due to such use.

**5.10** If you have any disputes about purchases made using your thinkmoney Card, you should settle these with the person or merchant from where you bought the goods or services. We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased with your thinkmoney Card.

## 6. SECURITY – THIS SECTION IS PARTICULARLY IMPORTANT

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This section explains what you need to do to help keep your account, money and security information (password, passcode etc) secure. It tells you what to do in the event you believe your security information has been compromised or your thinkmoney Card is lost or stolen, or you suspect someone knows your Personal Identification Number (“PIN”).

- 6.1** It is your responsibility to ensure that you keep your security information, your thinkmoney Card, PIN, mobile device and any other device or means to access your account, safe and secure to help prevent fraud and to protect your account. To ensure this you must:
- a)** not let anyone else use your thinkmoney Card and ensure you have signed the back of the Card as soon as you receive it;
  - b)** not disclose your PIN to anyone and destroy the notification of your PIN as soon as you receive it. If you write your PIN down this must be kept secure at all times and separately from your thinkmoney Card;
  - c)** change your PIN if you have reason to believe someone knows your PIN. This can be done at most cash machines;
  - d)** check the balance of your account regularly and check your statements. If you notice any transactions that you don't recognise or you know were unauthorised you must contact us as soon as possible;
  - e)** contact us as soon as possible on the details below if you suspect your thinkmoney Card is lost or stolen or someone knows your PIN or security information. You can also notify us of this through Online Account Management if you've registered for this service;
  - f)** contact us as soon as possible on the details below if you suspect your Online Account Management and/or Mobile App has been compromised. You can also text **BLOCK** to **81122** or **07786 200077**;
  - g)** ensure that you take all reasonable precautions to prevent anyone else from accessing your confidential information. This includes using all security features on your mobile phone and mobile device (including any SIM card personal identification number) and keeping your mobile phone and mobile device safe at all times and not leaving it unattended in a place accessible to anyone else who you would not wish to see your account information. If you suspect your mobile phone or mobile device is lost or stolen you must phone us as soon as reasonably possible. We can remotely wipe the data on your Mobile App if you, or we, have reason to believe the device has been compromised;
  - h)** take reasonable steps to ensure your security information is unique to the accounts you hold with us;
  - i)** ensure you have adequate anti-virus protection on your computer if you register for Online Account Management and take all reasonable precautions to prevent anyone else from accessing your account, including using security features available on your computer and keeping it safe at all times.

**6.2** If we suspect your account has been compromised we will only contact you by telephone, email or text message. Email may only be utilised where we do not have a mobile number for you, or email is selected as the preferred option where prompted within a security process. We'll contact you using the details you most recently gave us so it's essential that you keep us informed if there are any changes.

If we contact you by **telephone**, when we call you we will need to identify you. We'll do this by asking for certain information (such as answers to questions) known only to you, and by requesting some of the digits of certain passcodes, or passwords. Where in doubt, make a note of the number you're being called from. End the call and check against the thinkmoney website, statements and correspondence or the back of your thinkmoney Card. Dial the number from your phone (don't return the call automatically). Where possible, call from a different line if you are unsure.

If we contact you by **text message** we will only ever ask you to confirm **YES** or **NO**; or provide a One Time Passcode for you to complete a payment. If you receive a One Time Passcode but have not accessed your account or requested any payments then please contact our servicing team on **0161 779 5000**.

If we contact you by **email** we will only ever provide a One Time Passcode for you to complete an action or payments as initiated by you. If you receive a One Time Passcode but have not accessed your account or requested any payments then please contact our servicing team on **0161 779 5000**. To check if any email we send you is real, look out for the following signs:

- At the top of the email we will always quote your account number with the last four digits starred out e.g. 1234\*\*\*\*

- We'll always address you by your first name

**If in doubt**, don't open the email, don't click on links and don't use any contact details in the email. This is because links can install malware or direct you to a spoof website to collect your details, whilst the contact details can be fake and put you in touch with the fraudster. Always visit websites independently or use the contact details on your statement or card. You can also send emails that you suspect may be fake to: **phishing@thinkmoney.co.uk**

Remember that we'll never ask you the following in an email, on the phone, by text or in writing:

- Full password or passcode (even by tapping it into your phone keypad)
- Card PIN
- Your card security details (CVV i.e. the last 3 digits from the back of your card)
- One Time Passcodes
- Ask you to transfer money directly to us

**6.3** For security purposes, you must notify us if you will be using your thinkmoney Card abroad (providing us with your intended destination and departure and return dates). If you fail to do this it could result in your thinkmoney Card being suspended.

**6.4** Any messages we may send to you by text message or push notifications are not secure. Once the message has been sent we cannot be held responsible if for any reason it fails to arrive, or it arrives incomplete or in any way different from the message we sent or if the message has been seen by an unauthorised person.

| <b>HOW TO CONTACT US:</b> |   |
|---------------------------|---|
| <b>Within the UK</b>      | 0161 779 5000   |
| <b>Outside of the UK</b>  | 44 161 779 5000   |
| <b>Online</b>             | Log on to your Online Account Management which can be accessed through: <b><a href="http://www.thinkmoney.co.uk">www.thinkmoney.co.uk</a></b> |

## 7. HOW WE MAY USE YOUR PERSONAL INFORMATION

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This section summarises how we may collect, use and share your personal information. We will only do so where we have your agreement or where we have a legal, regulatory or contractual reason to do so, or where we're under a public obligation or where we believe that the processing is reasonable and doesn't affect your rights.

Our [Privacy Policy](#), which is available on our website at: [www.thinkmoney.co.uk](http://www.thinkmoney.co.uk) or by contacting us on **0161 779 5000** for a copy, sets out in detail how your personal information is used and your rights for how your personal information may be processed. When you open an account you will also be provided with a copy of our “**How we use your personal information**” leaflet. This provides a summary of the information contained in the Privacy Policy for you to read and keep for your records.

**7.1** The information we collect from you will depend on the product or service you apply for, or the service that we provide to you. This will likely include the collection of:

- a)** your personal details (e.g. name, date of birth)
- b)** address details
- c)** contact details (e.g. phone number, email)
- d)** special categories of data\*  
(e.g. health information)
- e)** financial information
- f)** employment information
- g)** information on how you use our website(s) and products and services.

### Special Categories of Data

\*Data protection law defines some personal information as “special categories of data.”

This includes information about physical or mental health, sexual life, religious beliefs, race or ethnic origin, political opinions, trade union membership or biometric data. We will only collect and store this information where we have agreed it with you first, or we have a legal obligation to do so, and it is necessary to provide our services.

Any personal information about you relating to criminal convictions or offences may only be used by us when authorised by law.

- 7.2** We may use your personal information in the following ways:
- a)** to consider and process any applications for any products or services we offer;
  - b)** to administer and operate the products and services we provide;
  - c)** to assess financial and insurance risk;
  - d)** to prevent and detect crime including anti-money laundering, terrorist financing, financial sanctions and fraud prevention;
  - e)** to share with companies who provide us with services, for example, printing providers, IT service providers, payment service companies and banks and finance companies;
  - f)** to comply with our legal obligations; and
  - g)** to help us identify products and services which may be of interest to you and to allow us to communicate with you about such products and services by email, phone or text (unless you have asked us not to).
- 7.3** If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.
- 7.4** If you apply for an account and/or a credit product your information will be shared with credit reference agencies. If the application is joint, information about both applicants, and the outcome of any searches will be shared. In some cases a quotation search, commonly known as a 'soft' search may be carried out. This will be recorded on your credit record but only you and the company making the search will be able to see this.

If a 'hard' search is made, the credit reference agency will add details of this search to your record which can be seen by other organisations that make searches and they may use it to help make credit decisions about you, to prevent fraud, money laundering and terrorist financing and to trace debtors.

- 7.5** Whilst you have an active account with us, this will be reported to credit reference agencies each month to show that you have an active account.
- 7.6** For further information about credit reference agencies and how they will use your personal information you can read the **Credit Reference Agency Information Notice**. This is available within our Privacy Policy which you can find on our website: [www.thinkmoney.co.uk](http://www.thinkmoney.co.uk), and is available from the three main credit reference agencies: - Callcredit; Equifax; and Experian.
- 7.7** You can request a copy of the personal data that we process about you at any time by writing to us or phoning us using our contact details below.

|              |   |
|--------------|---|
| <b>PHONE</b> | 0161 779 5000   |
| <b>POST</b>  | <b>Data Protection Officer</b><br>Think Park,<br>Mosley Road,<br>Trafford Park,<br>Manchester,<br>M17 1FQ |

## 8. FEES AND CHARGES

This sections sets out the fees and charges which you will be required to pay and when they will become payable.

### Monthly Account Fee

- 8.1** Unless any Additional Terms apply which you will be notified of or are set out in these Terms, you will be required to pay a monthly account fee as set out below.

|                       |        |
|-----------------------|--------|
| <b>SINGLE ACCOUNT</b> | £17.50 |
| <b>JOINT ACCOUNT</b>  | £24.50 |

- 8.2** If your account is opened on or after 18th November 2016 and where your account number starts with a 2, your fee will be collected from your account on the Fee Collection Date. This date is the day of the month, one month from the date of your welcome letter which is the letter you'll receive from us confirming your account has been opened and where we have sent you your sort code and account number.

For example, if we notify you that your account is open on 3rd May, your Fee Collection Date will be 3rd June, and the monthly fee thereafter will be debited on the 3rd of each calendar month. If no income or money has been paid into your account during this time the fee will

attempt to be debited on the Fee Collection Date of the following month once money has been paid into your account, which is greater than the amount of the fee.

- 8.3** After your first monthly fee has been debited from your account, each month thereafter the monthly fee will be collected on the Fee Collection Date of that calendar month, unless we have agreed with you that this can be changed. If the balance of your account is less than the amount of the monthly fee, we will attempt to collect the monthly fee each calendar day until there is a sufficient balance on your account to cover the monthly fee or where there is money in your account we may hold any money in your account which may partially cover the monthly fee, until there is enough money to cover the full amount.
- 8.4** Where your Fee Collection Date falls on either the 29th, 30th or 31st of the month, where in the following month there is either no 29th, 30th or 31st of that month, the fee will be debited on the day prior to the usual Fee Collection Date, which would be either 28th, 29th or 30th. This is illustrated below.

| <b>ACCOUNT OPEN DATE</b> | <b>FEE COLLECTION DATE MONTH 1</b> | <b>FEE COLLECTION DATE MONTH 2</b> |
|--------------------------|------------------------------------|------------------------------------|
| 31st March               | 30th April                         | 31st May                           |
| 30th November            | 30th December                      | 30th January                       |
| 31st January             | 28th February                      | 31st March                         |

**8.5** If your account number starts with a 1 or it was opened on or before 17th November 2016 we will have advised you of your Fee Collection Date prior to your Fee Collection Date taking effect. You can contact us at any time to confirm or change your Fee Collection Date.

### **thinkmoney Card Fees**

**8.6** The following fees apply to your thinkmoney Card and will be charged to your thinkmoney Card as soon as they become payable.

| <b>TRANSACTION TYPE</b>                        | <b>FEE / CHARGE</b>  |
|--|--|
| <b>International Point of Sale Transaction</b> | 2.0% of the transaction value per transaction  |
| <b>International Cash Machine Transaction</b>  | 2.0% of the transaction value per transaction  |
| <b>Replacement Card</b>                        | £5.00 per replacement card if your card is lost, damaged or you need to change your name |

When you use your thinkmoney Card at a cash machine, you may also be subject to fees, surcharge rules and/or regulations applicable to the relevant cash machine.

**8.7** We will notify you of the amount of these fees when you open the account, either online or on the telephone, and are set out on our website at: **[www.thinkmoney.co.uk](http://www.thinkmoney.co.uk)**.

**8.8** Any changes to these fees will be made in accordance with Section 10 of these General Terms.

## 9. STATEMENTS

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- 9.1** Each month we will provide you with a statement of all the money paid in and out of your account between the dates shown on the statement. If any transaction is still pending during these dates this will appear as a transaction on your statement. We will either provide this by post at your last known address or if you have registered for Online Account Management and have opted to receive paperless statements, your statements will be available online. You can opt out of receiving paperless statements at any time by changing your preference on your Online Account Management.
- 9.2** If we become aware that you are no longer living at the address we hold for you, we will keep hold of any paper statement(s) until you notify us of an alternative address or confirm that the statement(s) can be posted to the address held by us.
- 9.3** If you would like a copy of your statement(s), you will need to contact us and you will be required to pay us £5 each time you make a request for any copies of your statement(s) which were generated during any month prior to December 2016 and £3 for each request for any monthly statement(s) generated from December 2016.

## 10. CHANGES TO THESE TERMS

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This section explains how and when we may change these Terms, including the general and any associated Additional Terms.

- 10.1** Reasons why we may change these Terms and any Additional Terms include changes:
- a)** to the services we provide under the account;
  - b)** in market conditions or operating costs that affect our business;
  - c)** in technology;
  - d)** in payment methods;
  - e)** in relevant laws or regulation;
  - f)** to make them clearer or more favourable to you;
- or
- g)** to our systems.
- 10.2** If we want to change these Terms and the change relates to any payment services on your account or the change is to your disadvantage we will provide you with at least 2 months prior notice before any changes take effect.
- 10.3** If you do not agree with the changes, you can cancel the account immediately before the changes take effect without charge. If you do not let us know that you want to cancel the account before the changes take effect we will treat this as if you have accepted the changes.
- 10.4** We may make immediate changes to the exchange rate used to convert foreign transactions into Sterling. For all transactions made in a foreign currency you can find out the applicable exchange rate by contacting us.

# 11. CLOSURE AND SUSPENSION OF YOUR ACCOUNT AND THINKMONEY CARD

This section explains how we or you may close or suspend your account or cancel your thinkmoney Card.

**11.1** You may request to close your account at any time within 14 calendar days starting from the day after we send you notification that your account has been opened (“Cooling-Off Period”). You can do this by writing to us or calling us using our contact details set out at the beginning of these Terms. We will then refund to you any fees you have paid and have cleared (for example, they are not pending) and any balance in your account. If you instruct us to make several payments and/or transactions during this period, we may at our discretion retain all or a proportion of the fees paid to us.

**11.2** If you choose to close your account after the Cooling-Off Period you can do so by contacting us, however any fees paid before the account is closed will not be refunded.

**11.3** We may suspend or restrict your account and/or your thinkmoney Card, or refuse to issue or replace a thinkmoney Card where:

**a)** we are concerned about the security of your account and/or thinkmoney Card;

**b)** we suspect your account and/or thinkmoney Card is being misused or used in an unauthorised, fraudulent or grossly negligent manner;

**c)** you breach these General Terms or any Additional Terms;

**d)** we need to do so to comply with the law. If we do this, we will tell you as soon as we’re allowed;

**e)** you are or may be behaving improperly (for example, in a threatening or abusive way);  
or

**f)** you become ineligible for an account.

**11.4** We may, without giving a reason, terminate these Terms and close your account and cancel your thinkmoney Card by providing you with the following notice:

You will be stopped from being able to use your thinkmoney Card on the expiry of the notice and we will arrange to return to you any balance on your account immediately after the expiry of the notice.

| REASON   | NOTICE                |
|--|-----------------------|
| If we reasonably believe that you are in breach of these Terms | 7 days (in writing)   |
| Any other reason   | 2 months (in writing) |

**11.5** If your thinkmoney Card is cancelled, it will be immediately blocked so it cannot be used. You will not be entitled to a refund of money you have already spent on transactions authorised or pending or of any fees for use of your thinkmoney Card before your thinkmoney Card is cancelled or expires. You must immediately destroy the card once it is cancelled or expired by cutting vertically through its chip and magnetic stripe.

**11.6** Unless agreed otherwise with us, if there has been no activity on your account for 63 days we will send you a notice to your last known address to provide you with 2 months notice that we will close your account should activity on your account not resume. After this time, and if activity has not resumed, your thinkmoney Card will be cancelled and access to your Online Account Management and Mobile App will be withdrawn. If your account has a zero balance once the 2 months' notice has ended and activity has not resumed, we will then close your account.

If there is a balance remaining on your account after the 2 month notice has ended which is higher than any outstanding fees, and activity has not resumed, we will place your account in a dormant status. We will then charge a monthly fee of £1.10 so long as the account is dormant and there are funds in the account up to a period of 15 years from becoming dormant.

During this time you will remain entitled to the balance in your account which you may claim back at any time. If after the 15 years of your account becoming dormant there are still funds on your account, we will arrange to close your account and distribute any remaining funds to charity.

**11.7** Once your account is closed, it will be your responsibility to arrange for your salary/ income to be paid to you directly.

## 12. CONTACTING YOU ABOUT YOUR ACCOUNT

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- 12.1** If we need to contact you about your account or for any other reason, for example, sending you a notice of a change to these Terms, we may contact you by phone, email, text message or post using the contact details you have provided and depending on any preferences you've told us about. We may also send information to your Online Account Management inbox if you have registered for this service, or by push notifications if you have registered for the Mobile App and have updated your settings to receive push notifications.
- 12.2** You must let us know when you change your contact details, including your address, phone number and email address, as it's important that we have your correct contact details to be able to provide you with the account and the services under these Terms.
- 12.3** Any notices that we are required to provide to you under these Terms shall be valid if posted to the last known address and will be deemed to be received three days after posting. Any email will be deemed as being validly sent to the last known email address and received the next business day.
- 12.4** If you take your mobile phone outside the UK you will be deemed to authorise us, the network operator and any third party to whom information about you and your accounts has been properly passed for the provision of administering your account, to transmit and store such information as is necessary to send text messages to your mobile phone.
- 12.5** All communications from us to you will be in English and we will only accept communications and instructions from you in English.

## 13. WHAT TO DO IF YOU HAVE A COMPLAINT

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**13.1** If you wish to make a complaint about us and/or your account you can do so by contacting our Customer Relations Department in writing at:

| THINKMONEY CUSTOMER RELATIONS DEPARTMENT |  |
|--|--|
| <b>Address</b>                           | Think Park,<br>Mosley Road,<br>Trafford Park,<br>Manchester<br>M17 1FQ |
| <b>Telephone</b>                         | 0161 779 5000  |
| <b>Website</b>                           | <a href="http://www.thinkmoney.co.uk">www.thinkmoney.co.uk</a>         |

You can find more information about how we handle any complaint on our website. Your complaint will be dealt with quickly and fairly.

**13.2** If you're not happy with the final response from us, you have the right to complain to the Financial Ombudsman Service. You can contact them at their address:

| FINANCIAL OMBUDSMAN SERVICE |  |
|-----------------------------|--|
| <b>Address</b>              | Exchange Tower<br>London<br>E14 9SR  |
| <b>Website</b>              | <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a> |

Further details can be found on their website.

**13.3** If you have applied, or opened your account online and you are unhappy with the service provided, and feel that we cannot resolve your issue, you are entitled to submit your complaint via the European Online Dispute Resolution platform (ODR platform) by visiting the following website

| EUROPEAN ONLINE DISPUTE RESOLUTION |   |
|------------------------------------|---|
| <b>Website</b>                     | <a href="http://ec.europa.eu/consumers/odr/">http://ec.europa.eu/consumers/odr/</a> |

## 14. TRANSFERRING RIGHTS AND OBLIGATIONS

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- 14.1** We may transfer some or all of our rights and obligations under these Terms to somebody else. If we do, we will write to you to let you know, where possible giving at least 2 months' notice. This will not affect your rights relating to the account, including the right to close your account. If the transfer means that somebody else will be providing the service to you, we will try to make sure that they provide the service on the same or better terms.

## 15. LAWS APPLYING TO THESE TERMS

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- 15.1** These Terms, including any Additional Terms (unless stated otherwise) are governed by English and Welsh law and any disputes arising in relation to these Terms shall be dealt with in the courts of England or Wales. However, if you live in Scotland, the courts of Scotland shall have jurisdiction to deal with any disputes, and where you live in Northern Ireland, the courts of Northern Ireland shall have jurisdiction to deal with any disputes.
- 15.2** If any provision (or part of a provision) of these Terms is found by any court or administrative body or competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

## 16. GLOSSARY

The table below contains a list of standardised terms which are used to describe some of the services linked to payment accounts. Where some of these terms may not be applicable to the account this will be stated in the table below.

| TERM  | DEFINITION   | WHERE CAN IT BE FOUND IN THE GENERAL TERMS |
|---|--|--|
| <b>maintaining the account</b>                  | The account provider operates the account for use by the customer.   | See page 3                                 |
| <b>arranged overdraft</b>                       | The account provider and the customer agree in advance that the customer may borrow money when there is no money left in the account. The agreement determines a maximum amount that can be borrowed, and whether fees and interest will be charged to the customer.                         | Service not offered                        |
| <b>unarranged overdraft</b>                     | The customer borrows money when there is no money left in the account (or when the customer has gone past their arranged overdraft limit) and this has not been agreed with the account provider in advance.   | Service not offered                        |
| <b>refusing a payment due to lack of funds</b>  | The account provider refuses a payment from the customer's account because there is not enough money in it (or it would take the customer past their arranged overdraft limit).  | See <b>Section 4</b>                       |
| <b>allowing a payment despite lack of funds</b> | The account provider allows a payment to be made from the customer's account although there is not enough money in it (or it would take the customer past their arranged overdraft limit).   | See <b>Section 4</b>                       |
| <b>Direct Debit</b>                             | The customer permits someone else (recipient) to instruct the account provider to transfer money from the customer's account to that recipient. The account provider then transfers money to the recipient on a date or dates agreed by the customer and the recipient. The amount may vary. | See <b>Section 4</b>                       |

| TERM  | DEFINITION   | WHERE CAN IT BE FOUND IN THE GENERAL TERMS |
|---|--|--|
| <b>standing order</b>                                     | The account provider makes regular transfers, on the instruction of the customer, of a fixed amount of money from the customer's account to another account. | See <b>Section 4</b>                       |
| <b>sending money within the UK</b>                        | The account provider transfers money, on the instruction of the customer, from the customer's account to another account in the UK.                          | See <b>Section 4</b>                       |
| <b>sending money outside the UK</b>                       | The account provider transfers money, on the instruction of the customer, from the customer's account to another account outside the UK.                     | See <b>Section 4</b>                       |
| <b>receiving money from outside the UK</b>                | When money is sent to the customer's account from an account outside the UK.   | See <b>Section 4</b>                       |
| <b>cash withdrawal in pounds in the UK</b>                | The customer takes cash out of the customer's account in pounds at a cash machine, bank or Post Office in the UK.  | See <b>Section 3</b>                       |
| <b>cash withdrawal in foreign currency outside the UK</b> | The customer takes cash out of the customer's account in foreign currency at a cash machine or, where available, at a bank outside the UK.                   | See <b>Section 3</b>                       |
| <b>debit card payment in pounds</b>                       | The customer uses their debit card to make a payment in pounds. This can be in a shop, online or over the phone.   | See <b>Section 3</b>                       |
| <b>debit card payment in foreign currency</b>             | The customer uses their debit card to make a payment in foreign currency. This can be in a shop, online or over the phone.                                   | See <b>Section 3</b>                       |
| <b>cancelling a cheque</b>                                | The customer asks the account provider to cancel a cheque that the customer has written.   | Cheques not available                      |

# THINKMONEY CURRENT ACCOUNT PLUS

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If the account you hold with us is a thinkmoney Current Account Plus the following Additional Terms will also apply to your account in addition to the General Terms.

Please read these carefully and contact us if you have any questions.

|               |  |
|---------------|--|
| <b>Phone:</b> | 0161 779 5000  |
| <b>Post</b>   | Think Park,<br>Mosley Road,<br>Trafford Park,<br>Manchester<br>M17 1FQ |
| <b>Online</b> | <a href="http://www.thinkmoney.co.uk">www.thinkmoney.co.uk</a>         |

## KEY WORDS AND THEIR MEANINGS

|                         |  |
|-------------------------|--|
| <b>Plus Account</b>     | This means the thinkmoney Current Account which has the additional feature of a Credit Facility and is known as the thinkmoney Current Account Plus and is subject to these Additional Terms.                                |
| <b>Ideal Finance</b>    | This means Ideal Finance Limited (company number 4280979) and is the lender of the Credit Facility.  |
| <b>Credit Agreement</b> | This means the document which sets out the terms of the agreement between you and Ideal Finance which provides you with a running account credit facility up to an agreed limit and must be signed by you and Ideal Finance. |
| <b>Credit Facility</b>  | This means the agreed amount of credit which you can borrow up to subject to these Additional Terms and the Credit Agreement.  |

### To be eligible for the Plus Account you must:

- have an active thinkmoney Current Account;
  - be at least 18 years old;
  - sign and return the Credit Agreement which you will be provided with when you apply for the Plus Account;
  - not be aware of any circumstances which may significantly reduce your regular income within 3 months after signing the Credit Agreement; and
  - not be bankrupt or under bankruptcy restrictions or on an insolvency programme or a debt management plan and if this changes whilst these conditions are in force you will notify us or Ideal Finance.
- When you apply for the Plus Account you confirm that all information you have provided is true and complete. You authorise us to make checks with credit reference agencies (“CRAs”) and fraud prevention agencies (“FPAs”) to assess your application for credit and following approval of your application.

We may also make periodic searches at CRAs and FPAs to enable us to manage your Plus Account with us. In doing so we will provide current and previous names, addresses and dates of birth, of all parties, so if you are providing information about others, on a joint application, you must be sure that you have their agreement. When CRAs receive a search from us they will add details of our search to your credit file which may be seen by other lenders.

Once you have a Plus Account with us, we will give details of your Plus Account and how you manage it to CRAs. If you do not make repayments in full and on time, we will register this information with CRAs.

- Once you have signed and returned the Credit Agreement you will have access to the Credit Facility. This will allow you to use credit, up to an agreed limit which you will be notified of. When you need to use the Credit Facility you must contact us with your request to borrow money.

4. Ideal Finance is a responsible lender and therefore Ideal Finance will keep requests you make to borrow funds under the Credit Agreement under review to ensure that you can afford to do so. A request to use the Credit Facility may be declined if:
  - a) You are bankrupt, or you are considering (or are currently in) any insolvency solution or debt management plan; or
  - b) Ideal Finance reasonably suspects the request and/or use of the credit is fraudulent or unauthorised; or
  - c) we or Ideal Finance reasonably believes that there is a significant increased risk of you being unable to repay the Credit Facility (which may include because of the impact on an existing balance owed on your facility or due to your financial circumstances and previous repayment history).
5. The information held about you will be reviewed on a periodic basis to assess your eligibility for credit and your credit limit. This review may result in your credit limit being decreased. You will be notified of any changes to your credit limit and your eligibility for credit.
6. You agree that we may collect repayment of the funds borrowed through use of a continuous payment authority (“CPA”). The CPA enables us to withdraw funds from your Plus Account on the agreed date and pass the funds to Ideal Finance without requiring your express authorisation for each repayment. You may opt out of the CPA at any time after you have been approved for credit by providing one (1) working day’s notice and contacting us at the address or telephone number noted above. You must arrange an alternative way to repay any amount owed. Please note that any cancellation of the CPA shall apply only to that specific draw down of credit under the Credit Facility provided under the Credit Agreement and not to any other existing or future draw down of credit provided to you by Ideal Finance. Further information about the CPA and how it works can be found in your Credit Agreement.
7. Subject to clause 9 of these Additional Terms, you may terminate the Plus Account, or with our consent transfer to one of our other accounts, on giving 7 days’ notice by contacting us at the address or telephone number in the General Terms. Any transfers to one of our other accounts will be effective on the day that we consent to the transfer. If your Plus Account is terminated, Ideal Finance may terminate your Credit Agreement by providing 14 days’ written notice.
8. We may terminate your Plus Account by giving you 2 months’ written notice or immediately if you cease to have an active account.
9. If there is an outstanding balance left to pay by you on your Credit Facility your Plus Account will be required to remain open until the outstanding balance has been repaid.

You can contact Ideal Finance using the following details.



Phone: **0161 672 8949**

Post: **Think Park  
Mosley Road  
Trafford Park  
Manchester  
M17 1FQ**



**Contact a  
real person**

Think Park  
Mosley Road  
Trafford Park  
Manchester, M17 1FQ

**0161 779 5000**  
**[www.thinkmoney.co.uk](http://www.thinkmoney.co.uk)**

Find us on **[www.facebook.com/ThinkMoneyUK](https://www.facebook.com/ThinkMoneyUK)**

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