



**Terms &  
Conditions**

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**TERMS AND CONDITIONS**  
**of your Credit Union Current Account (CUCA)**  
**and the use of your Mastercard Debit Card**  
**Effective from 1 March 2019**

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# CONTENTS

## **Terms & Conditions for London Mutual Credit Union Current Accounts**

1	About this agreement and your account	1
2	Using your account	2
3	Payments and giving you information about your accounts	4
4	Overdrafts and paying for our services	8
5	Changing these terms and ending this agreement	8
6	What happens if something goes wrong?	10
7	Other important information	11

## **Debit card cardholder terms and conditions**

1	Definitions	13
2	Your card	14
3	Receipt of card and card activation	14
4	Use of your card	15
5	Contactless	15
6	Recurring Transactions	15
7	Security	16
8	Cancellation of your card	16
9	3D Secure Debit Cards	16
10	Expiry of your card	17
11	Travelling Abroad	17
12	Changes of terms and conditions	17
13	Lost and stolen cards, PIN or Card Number	18
14	Fees and charges	18
15	Disputed transactions	18
16	Termination, suspension or restriction of your account	19
17	Contacting us	19
18	Complaints	20
19	Uses of your information	20
20	Liability of Service Providers	20
21	Your liability	21
22	General	21

<b>How to contact us</b>	<b>22</b>
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## **1 - ABOUT THIS AGREEMENT AND YOUR ACCOUNT**

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### **1 - About this agreement**

**1.1** - Our agreement with you is made up of the terms and conditions:

- (a) in this document;
- (b) in the Fees and Charges Schedule relevant to your account (which contains our interest rates and charges and related terms); and
- (c) additional terms in other documents we give you or put on our website that we say are part of our current account agreement.

It covers sterling personal current accounts.

**1.2** - If there is a difference between the terms in this document and the Fees and Charges Schedule relevant to your account or any additional terms or an account, the Fees and Charges Schedule or additional terms will apply.

**1.3** - We'll also give you information about how to use your account. This could be in the Welcome Guide, on our website and in other documents we give you.

**1.4** - Where we use examples in this agreement to make things clearer for you, the meaning of the conditions is not limited to the specific examples we've given.

**1.5** - In this agreement:

- (a) the 'credit union', 'we', 'us' or 'our' means London Mutual Credit Union Limited, 4 Heaton Road, London, SE15 3TH; and
- (b) 'you' means the member the account is in the name of.

### **2 - When can we transfer our rights under this agreement to others?**

**2.1** - We may transfer our rights and our responsibilities under this agreement. We'll only transfer our responsibilities to another person if it is authorised to hold your money, we reasonably believe that it is capable of carrying out our responsibilities instead of us and it agrees to do so. We'll tell you about any transfer and when it will take effect and you agree that we'll be released from all responsibilities from that date.

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

### **TERMS & CONDITIONS FOR LONDON MUTUAL CREDIT UNION CURRENT ACCOUNTS**

Valid for all London Mutual Credit Union current accounts

Please read these terms and conditions and keep them safe

### 3 - What law applies to this agreement?

**3.1** - This agreement (and all our dealings with you before the agreement) is governed by the laws of England and Wales. Any dispute which arises in relation to this agreement shall be dealt with by any court in the United Kingdom, Isle of Man and Channel Islands which is able to hear the case.

### 4 - Tax reporting

**4.1** - If we believe you may have tax obligations in other countries, we may disclose information about you directly to those tax authorities, or to HM Revenue & Customs, which may share the information with the other tax authorities.

### 5 - Reporting problems and how we contact each other

**5.1** - You must use the contact details at the back of this booklet to report an unauthorised payment or possible loss, theft or unauthorised use of a payment device or security details, or to contact us for any other reason.

#### What do we mean by security details?

These are personalised details you must use to make an instruction, confirm your identity or to access any payment device (for example a password, security code, PIN)

#### What do we mean by payment device?

This means a card or other device you can use to make payments or access your account (such as a smart phone that has your card or account details on it).

**5.2** - We'll contact you and give you notices using the most recent details you have given us.

#### Please Note

Wherever in this agreement we say we'll contact you, we'll use post, telephone or any electronic or digital message (including internet, email and text message) as appropriate. We'll assume that you've received any letter or other personal notice we send using your contact details within two business days after we've posted or

sent it. You must tell us immediately of any change of address or other contact details. We may ask for evidence of the change.

## 2 - USING YOUR ACCOUNT

### 6 - Minimum regular deposit to your current account

Applicable to all new accounts. To qualify to keep the current account open you need to credit a minimum of £80 per month regularly into your current account, such as salary, pension, any Government Benefits. The credit union reserve the right to close your current account at any time by giving you the required notice as per these Terms and Conditions if you do not maintain the monthly minimum deposit requirements.

### 7 - Maximum balance

Applicable to all new and existing accounts. In order to protect you and the Credit Union and to minimise potential fraud on your current account, the Credit Union reserves the right to set a maximum balance that can be kept in your current account at any one time. As at April 2019 this is £2,000 until further notice. The Credit Union reserves the right to change the maximum balance limits from time to time. We will give you one month's notice before any future changes to the maximum balance limit. Any funds above this maximum balance will be transferred automatically to your CUCA Safe account at the end of each business day. You can use your online/mobile banking to transfer funds back to your current account or call us on 020 3773 1751 during our Helpdesk opening hours.

### 8 - How do we confirm that we're authorised to take action on your account? How do we check your identity?

**8.1** - We'll assume that we are dealing with you and that we are authorised to provide information about your account, make payments, provide new services, open or close accounts and do other things we are asked to do without further checks if we've checked your identity:

(a) by seeing some evidence of identity, such as a passport, in one of our branches;

(b) by confirming the security details used in connection with a payment device (except for some low-value contactless payments);  
(c) by getting your written signature on paper or;  
(d) by confirming the security details used with Telephone, Mobile and Online Banking.  
In future, we may add other ways of checking we are dealing with you.

### **When can someone else operate your account for you?**

**8.2** - You can allow another person (a 'third party') to operate your account. If you want to do this you'll have to sign a document called a third-party mandate.

**8.3** - Another person may be appointed to act for you when you are not able to. This person would be your 'attorney' and we'll need to have a legal document called a Power of Attorney before we can allow them to use your account.

**8.4** - These conditions will apply to any third party or attorney allowed to use your account and you will be responsible for everything they do even if they cause you to break the agreement.

### **9 - What must you do to keep your account secure?**

**9.1** - You must act reasonably to prevent misuse of your account, any payment device and your security details. If you don't, we may block access to your account to protect you and us from unauthorised access to your account (including your use of a payment device, Telephone, Mobile and Online Banking). We'll also do all we reasonably can to prevent unauthorised access to your account. Please read the information in the section headed 'Keeping your account secure' at the back of this leaflet.

**9.2** - If someone else tries to access your account using a payment device, cheques or security details, you must contact us as soon as possible. We'll ask you to give us information or other help and we may also give, or ask you to give, information to the police to assist with any investigation.

**9.3** - If you find a payment device or cheques after you have reported them lost or stolen or you think someone has used or tried to use them you must not use them. You must destroy them and return them to us if we ask.

### **10 - What happens if there's an unauthorised or incorrect payment from your account?**

#### **Incorrect payments**

**10.1** - You must call us as soon as you can after you notice that a payment you asked us to make has not been sent to the right person or account. If the payment was to an account at another bank in the UK and the payment was not made properly or didn't arrive, we'll immediately refund the payment unless:

- (a) there was a mistake in any of the details you gave us for the payment; or
- (b) we can show that the payment was received by the other person's bank; or
- (c) you tell us more than 13 months after the payment was made, though we may agree to investigate the matter.

**10.2** - If a payment goes to the wrong person or is delayed because you gave us the wrong payment details, we will not be liable but, if you ask us, we'll try to recover the payment for you. We may charge our reasonable costs for doing this but we'll tell you the maximum amount you'll pay first.

#### **Unauthorised payments**

**10.3** - You must call us as soon as you notice that an unauthorised payment has been made from your account. If this happens, we'll immediately refund the amount of the unauthorised payment unless any of the following apply:

- (a) you tell us more than 13 months after the payment was made;
  - (b) we can prove that you acted fraudulently;
- Please Note

If you've acted fraudulently you'll be liable for all payments from your account.

- (c) we can prove that the unauthorised payment was made because of your gross negligence; or

#### **Please Note**

If you've been grossly negligent you'll be liable for all payments from your account until you've told us that the payment device or security details have been lost, stolen or you suspect misuse.

An example of gross negligence would be if you knowingly give your card and PIN number to someone else.

(d) we can prove that the unauthorised payment was made because the payment device was lost or stolen or we can show you failed to keep your security details safe. In this case you'll be liable for the unauthorised payment up to a maximum of £35 and we'll reduce the refund by this amount.

**10.4** - You are not liable for any unauthorised payment made remotely (for example by telephone or the internet) and in some other circumstances, unless you have acted fraudulently or were grossly negligent,

**10.5** - A payment is not unauthorised, and we will not refund it, if it was made by someone using a payment device or security details with your consent.

### **Refunds for Direct Debit payments**

**10.6** - The terms of the Direct Debit Guarantee apply to refunds for any Direct Debit errors.

### **How much will we refund and can we reverse a refund?**

**10.7** - If we give a refund for any reason we'll return your account to the position it would have been in if the payment had not taken place by refunding the payment and any interest we charged on it (or by paying any interest we would have paid on it). If we provide a refund but later investigation finds you were not entitled to it, we'll return your account to the position it would have been in if we had not made the refund.

## **3 - PAYMENTS AND GIVING YOU INFORMATION ABOUT YOUR ACCOUNTS**

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### **What do we mean by business day?**

Any day except Saturday, Sunday or a bank holiday in England and Wales.

### **What do we mean by cut-off time?**

This is the latest time on any given day that we can process payment instructions. You can ask us for the relevant cut-off time when you give us a payment instruction.

## **11 - Payments into your account**

### **General**

**11.1** - Payments can be made into your account by cash, cheque, or electronically by direct transfer from another account. Payments in other currencies can be made by cheque but we do not accept payments in all currencies. Ask us if you want to know which currencies we do accept.

**11.2** - We can refuse to accept a payment into your account if we reasonably believe that accepting it might cause us to breach a legal requirement or might expose us to action from any government or regulator.

### **Payments into your account by mistake or fraud**

**11.3** - If we reasonably believe that a payment into your account was made as a result of fraud, we will remove the payment or take other steps to make sure the amount of the payment is not available for you to use.

**11.4** - If we reasonably believe that a payment was made into your account by mistake we will return it to the paying bank unless you can show us that it was not made by mistake. We will take these steps before returning the payment:

(a) If you received the payment up to two months before we find out about the mistake, we will tell you about it and give you 15 business days to show us that it was not made by mistake. During this period we will make sure the amount of the payment is not available for you to use (we might do this by taking the amount out of your account or by limiting access to the amount on the account).  
(b) If you received the payment more than two months before we find out about the mistake, we will contact you before restricting your ability to use the amount of the payment and before we return it to the paying bank.

**11.5** - If you don't have enough money in your account when we take a mistaken payment out of it, you won't be liable for any informal overdraft fees that you would have paid as a result.

**11.6** - If we mistakenly credit funds to your account, we'll either take the amount out of your account or limit your access to the amount on your account. If this happens, we'll normally tell you before taking action.

## Payments in (other than by cheque)

**11.7** - The table below shows:

- (a) how quickly we add these payments to your account after we have received them; and
- (b) when we treat them as part of the amount on your account for working out interest.

Payment in	When you can use them
Cash at one of our branches during opening hours	Immediately
Internal transfer between accounts held with London Mutual Credit Union	
All other payments	Within two hours (If the payment is received after the close of business or on a non-business day, it will count for interest/dividend on the next business day. Applicable only for interest/dividend bearing accounts)

## Payments in other currencies

### Please Note

We do not accept cash deposits or bank transfers in currencies other than Sterling.

## Cheques paid into your account

**11.8** - We show a cheque payment in your account on the day we receive it but we then have to collect the payment from the paying bank. During the time this takes we treat the payment as follows:

### Please Note

London Mutual Credit Union is not a clearing bank. Therefore, we deposit your cheques for clearance at a Post Office. This increases the cheque clearing times considerably. Cheques deposited in your credit union current account may take up to 15 working days to clear before funds are available for withdrawal.

**11.9** - If a cheque paid into your account is

returned unpaid we'll tell you and take the payment from your account. If your account goes overdrawn because we've taken out the amount of an unpaid cheque, we'll treat this as a request for an informal overdraft and Unpaid cheque charges may apply.

## Paying international cheques into your account

**11.10** - We cannot always process a foreign cheque, for example if exchange controls apply. You will be responsible for the cost to us of processing, or trying to process, a foreign cheque. We'll take our charges, and any charges made by the foreign bank, from the account you told us to pay the cheque into.

**11.11** - To pay a foreign currency cheque (or a sterling cheque where the paying bank is not in the UK, Channel Islands, Isle of Man or Gibraltar) into your account we have to collect it from the paying bank.

### What do we mean by collect?

This means we'll send the cheque to the bank that London Mutual Credit Union banks with and they will present it to the

paying bank. When we get payment from the paying bank we'll convert the amount of the cheque into sterling using the standard exchange rate of our bank and we will pay that amount into your account. The time this takes will vary depending on the paying bank or its country. We may use an agent to collect payment.

**11.12** - In this case, if the foreign bank returns the cheque or asks for the money to be returned after we've collected it, we'll take enough money from your account to cover the payment in the foreign currency. This may not be the same as the amount we paid into your account if exchange rates have changed. We'll do this even if you have already spent the money or if it will put you into an informal overdraft.

## 12 - Making payments from your account

### How we decide whether to make a payment

**12.1** - We'll make a payment from your account if you ask us to unless:

- (a) you do not have enough money in your account;

- (b) we know that the account details or reference details you give us are incorrect;
- (c) you are seriously or repeatedly in breach of these conditions;
- (d) you've not provided any extra identification that we've reasonably asked for;
- (e) the payment exceeds a particular amount;
- (f) we suspect fraudulent or criminal activity;
- (g) there has been, or we suspect, a breach of security or misuse of your account, security details or a payment device; or
- (h) we reasonably believe that doing so would cause us to breach our legal or regulatory obligations.

**12.2** - If we refuse to make a payment, we'll let you know why as soon as we reasonably can, unless the law or any regulation prevents us from doing so. If we aren't able to tell you in advance then we'll contact you as soon as possible afterwards (and at the latest by the end of the day on which the payment should have been received).

**12.3** - We can block or suspend your use of any payment device (and related services such as Telephone, Mobile and Online Banking) if we reasonably believe it's necessary because of:

- (a) a significantly increased risk that you may be unable to pay any money you owe us on the relevant account (for example, if you have gone over a formal overdraft limit);
- (b) suspected fraudulent or criminal use of the payment device; or
- (c) security concerns (for example, if we know or suspect that your payment device and/or security details have been misused).

**12.4** - If we block or suspend the use of a payment device, we'll let you know why as soon as we reasonably can, unless the law or any regulation prevents us from doing so or if we believe doing so would compromise reasonable security measures.

**12.5** - If you are using a payment device (such as a card) to make a payment or withdraw cash, the retailer, or organisation which owns the cash machine, will tell you that the payment or withdrawal has been refused. For certain contactless transactions, it may not be possible to confirm at the point the card is used that the transaction has been refused.

**12.6** - You can call us as soon as you become

aware that a payment has been refused. Where appropriate we will tell you how to correct any errors which led to our refusal.

### Cash withdrawals

**12.7** - You can withdraw cash at branches or by using a cash machine. There's a daily limit on the amount you can pay or get in cash from a cash machine. We'll tell you what it is when we send your debit card.

### Payments (other than by card or cheque)

**12.8** - To make a payment from your account in one of the ways set out in the table below, you will need to give us details of the account to which you want to make the payment. This is usually the sort code and account number. It is your responsibility to check that the details are correct before asking us to make a payment.

**12.9** - If a payment made to you is delayed due to a technical issue by us, resulting in a delay to your payment being received into the payee's account, we will contact the payee's bank and ask them to credit the account with the amount due.

**12.10** - The table below shows how long payments take to reach the payee's bank after we've received your request to make the payment and taken the money from your account.

#### Please Note

If we don't receive a payment request before the cut-off time on a business day, we'll treat your request as received on the next business day. The timings set out in the box below will begin then.

Payment type	Cut-off	When the payment will reach the payee
Internal transfer between accounts held with London Mutual Credit Union	N/A	Immediately
Standing order Direct Debit	N/A	On the agreed date for payment
All other payments	4pm	Before close of business day

### Please Note

If you ask us to make a payment on a future date, we'll make the payment on that date, unless it is a non-business day, in which case we may make the payment on the next business day.

If you want to make regular payments by Direct Debit or standing order you must set it up in advance.

### Payments by card

**12.11** - If you use your card to withdraw cash or to make a payment, we'll take the funds from your account after we receive confirmed details of the withdrawal or payment from the relevant payment scheme, such as MasterCard. This may be on a business or a non-business day.

**12.12** - If you use your card for a transaction (e.g. a cash withdrawal or a payment) in a currency other than sterling, we'll convert it into sterling on the day MasterCard processes it, using the MasterCard scheme exchange rate which is available at [www.mastercard.co.uk](http://www.mastercard.co.uk). We also apply charges to these transactions. You can find our charges in the Fees and Charges Schedule.

**12.13** - We may replace your card with a different type of card available under this Agreement after reviewing your usage of the card (including but not limited to multiple reports of fraud on the type of card). We'll tell you about the features of the card when we send you the replacement.

**12.14** - If you use your card to make a payment, the retailer is paid when it processes the payment at point of sale.

### Other payments from your account

**12.15** - We may be required by law to make payments to a third party (e.g. under a Child Support Agency deduction order) or take other action in relation to your account (e.g. freezing funds). If this happens, we'll tell you unless we are prevented from doing so (for example, if it is forbidden by law or regulation).

### 13 - Cancelling or changing payments (other than cheques)

**13.1** - You cannot change or cancel a payment

that you have asked us to make immediately. This includes card payments.

**13.2** - If you want to cancel a Direct Debit, standing order, regular card payment (Continuous Payment Authority) or any other future dated payment (such as a bill), you must call us by 4pm on the business day before the payment is due to be made. Direct debits and standing orders can be cancelled using Online Banking, at least one business day before the payment is due to be made. If you do cancel a Direct Debit, standing order or regular card payment, you should also tell the organisation or retailer that collects the payment so that they can cancel or change it as well.

**13.3** - If you cancel a regular card payment, in certain circumstances it may not be possible for us to stop any subsequent payments coming out of your account. If this happens, we'll treat the payment as unauthorised and give you an immediate refund.

**13.4** - If you cancel a regular card payment for a subscription service you will not be able to set up another regular card payment again for the same service using your existing card. If you do wish to set up a regular card payment for the same service you will need to order a new card from Us.

**13.5** - We may charge a small administration fee if you cancel a regular card payment. The fee reflects the cost to us for cancelling the regular card payment. You can find out the level of the fee in the Fees and Charges Schedule or by contacting us

### 14 - Statements

**14.1** - To help you keep track of your money, we'll provide you with a quarterly written statement. We could also provide statements on your request

**14.2** - The statement will show the balance on your account, the date and amount of each transaction, details to enable you to identify each transaction (these may be a reference for the transaction or sender/recipient) and any charges. You'll also be able to get these details through our Mobile or Online Banking services.

**14.3** - You must check your statement and tell us as soon as possible if there's a payment in or out of your account that you don't recognise.

**14.4** - You can contact us for more information about any transaction on your account.

## 4 - OVERDRAFTS AND PAYING FOR OUR SERVICES

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### 15 - Overdrafts

**15.1** - If we agree, you can borrow from us using a formal or informal overdraft.

#### Please Note

You cannot have a formal overdraft if you have a Teen account.

#### What do we mean by formal overdraft?

This is an overdraft we agree in advance. We'll confirm the terms of your overdraft in writing. We charge interest on formal overdraft.

#### What do we mean by informal overdraft?

This is agreed when we make a payment (or take an amount out of your account, to honour certain offline debit card transactions such as contactless payment) even though you don't have enough money in your account (or under a formal overdraft) to cover the payment in full. We charge interest on an informal overdraft.

#### Example

If you have £50 in your account and we are asked to pay a Direct Debit of £75 from your account, this will be an informal request from you for an overdraft of £25. If we agree the request, we'll make the payment and apply our informal overdraft interest rate.

**15.2** - Overdrafts are repayable on demand, which means that you must repay any overdraft when we ask you to. We'll usually give you advance notice.

**15.3** - If you ask, we may convert an informal overdraft into a formal overdraft. When we do this our informal overdraft rates will apply until the formal overdraft is agreed.

**15.4** - Overdrafts are only for short-term borrowing. You should regularly pay into your account to reduce the amount you owe. Your account must be returned to credit or within any formal overdraft limit as soon as possible.

**15.5** - We regard an informal overdraft that is not repaid as a serious breach of these terms and conditions. It may result in us deciding to close

your account and may affect your credit history.

### 16 - Interest and charges

**16.1** - We may require you to pay interest and charges in certain circumstances.

**16.2** - The interest rates payable by you and charges that apply to the current account and related services, if any, are set out in the Fees and Charges Schedule relevant to your account. You can also find out our rates and charges in branch, by calling us or visiting our website.

**16.3** - If your account goes overdrawn for any reason we may charge interest on the overdrawn balance.

#### Charges and exchange rates

**16.4** - If you withdraw cash in a currency other than sterling it will be converted into sterling before it is debited from your account. The conversion will take place on the day MasterCard processes it, using the MasterCard scheme exchange rate which is available at [www.mastercard.co.uk](http://www.mastercard.co.uk). Exchange rates vary daily, so the rate may differ from what it was when the transaction took place.

#### Interest

**16.5** - We'll calculate any interest on the daily overdrawn balance of your account. Unless we tell you otherwise, we will charge interest on the 21st day of each month or the next business day.

#### Debit interest

**16.6** - We may take any debit interest and charges you owe us from the same account or from any other account you have with us. We'll tell you personally about overdraft charges and interest you have to pay at least 14 days before we take them from your account. We'll also tell you the date this will happen. We add interest to your account balance each month and we charge interest on the debit balance on a daily basis.

## 5 - CHANGING THESE TERMS AND ENDING THIS AGREEMENT

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#### Please Note

This agreement will continue until either you or we end it. It is not for a fixed or minimum period.

For this reason, we need to be able to make changes to the agreement for the reasons set out below or for reasons we cannot predict now, as long as it is fair for us to make a change where those reasons apply. We may also need to make a change without giving a particular reason but, if we do this, we'll always tell you in advance, explain how the change will affect you and you will be able to end the agreement without cost if you don't want to accept the change.

## 17 - Changes

### When we can make changes

#### 17.1 - We can:

(a) increase or decrease our interest rates and charges and change any other terms (including the availability of account services) to reflect an actual, or reasonably expected, change in:

(i) our underlying costs; or

(ii) law or regulation, codes of practice or industry guidance that applies to us, a ruling of a court, ombudsman or similar body or undertaking given to a regulator; or

(iii) our way of doing business, including the introduction of new technology; or

(b) make a change to our interest rates, charges or any other term, that is for your benefit, for example we might make these conditions fairer or easier to understand, correct mistakes or reflect changes in technology; or

(c) make changes to our interest rates, charges or any other terms to reflect any other actual or reasonably expected change that affects us if it is reasonable for us to pass the impact of the change on to you.

Any change we make will be reasonably proportionate to the impact of the underlying change on us. We won't make changes to cover the same cost twice.

### How we can make changes

17.2 - If we increase interest rates we pay you, or decrease interest rates you pay on informal overdrafts:

(a) the new rate will apply immediately; and  
(b) within the next 30 days we'll tell you about the change on our website, by branch notices, national press advertisements, statement messages or inserts or by writing to you (this can include email) or by any combination of these methods.

17.3 - We'll give you at least one month's notice before we make any other changes.

17.4 - The new terms will apply to your account automatically at the end of the notice period, but if you do not want to agree to the change, you can switch your account or close it without paying any extra charges or interest, at any time until the change takes effect. If you do not switch or close your account we'll assume you've accepted the change.

### Please Note

Remember, you can close your account at any time without any extra charge.

## 18 - Ending services and closing your account

### Converting your account

18.1 - You can ask us, at any time, to convert your current account to a different type. You must give us at least one month's notice for the changes to take place.

18.2 - If you ask us to convert your account to a different type, we may have to issue you with a new card relevant to the new account type. You will still be liable for any pending transactions you have already made using your old card.

18.3 - If we convert your account, we'll tell you at least one month before the change takes effect. Closing your account by giving notice

18.4 - You can end this agreement and close your account at any time by telling us.

18.5 - We may end this agreement, close your account and stop all account services (including payment devices, Telephone, Mobile and Online Banking services), at any time by giving you at least one month's notice in writing. For example, we may do this if you're no longer eligible for an account or service.

**18.6** - Any benefits or services linked to your account will stop on the date we close your account, unless we tell you they'll end earlier. Immediate closure of your account

**18.7** - We may end this agreement and close your account immediately, without notice, and stop all account services if we reasonably decide that:

- (a) you are seriously or repeatedly in breach of these terms and conditions;
- (b) you or any other authorised signatory or joint account holder are made bankrupt or enter into an Individual Voluntary Arrangement after you open an account; or
- (c) you or any other authorised signatory or joint account holder on the account:
  - (i) has carried out or tried to carry out fraudulent or illegal activity on the account or any other service we operate, or we have reason to think you or they may do so in the future;
  - (ii) has caused or may cause us to breach any law, regulation, code of practice or other duty which applies to us as a bank;
  - (iii) has behaved improperly towards us or anyone providing services to us (for example, if you have threatened, abused or harassed a member of staff);
  - (iv) has given false or materially incomplete information when applying to open the account or to use any service, or at any time thereafter; or
  - (v) has allowed a person who is not an authorised signatory to use the account or any other service we provide.

### **What happens when you or we close your account?**

**18.8** - When you or we close your account we'll pay you any money in your account and you must repay any money you owe us. Until you pay us, the terms of this agreement will continue to apply and we'll continue to apply interest and charges until the date the account is closed.

**18.9** - Any payment devices or other devices that we have given you remain our property. You must return them to us when this agreement ends.

**18.10** - If a sole account holder dies, we may require a grant of probate or letters of administration before releasing any money in your account to your executors or personal representatives.

### **What happens if you stop using your account?**

**18.11** - If you don't make any payments and there is no other activity on your account for twelve months, we may treat your account as inactive. This means we'll stop sending statements and letters about your account. Once we have treated your account as inactive, you won't be able to access any funds you may have had in the account until you've contacted us. Please call us for further advice. At that stage you'll need to satisfy our standard security requirements.

### **6 - WHAT HAPPENS IF SOMETHING GOES WRONG?**

**19** - Liability for losses

**19.1** - We won't be responsible for any losses you may suffer if we cannot perform our obligations under this agreement as a result of:

- (a) any legal or regulatory requirements;
- (b) abnormal or unforeseeable circumstances which are outside our (or our agents' and/or subcontractors') control and which we could not have avoided despite all efforts to the contrary, such as industrial action or mechanical failure.

### **20 - Set-off**

**20.1** - If you have money in one of your accounts we may set it off against any amount you owe us which is due for payment, so that it reduces or repays the amount you owe us. We'll do this if we think it is reasonable to do so, taking into account your circumstances (including making sure that you will still have enough money to meet essential living expenses) and any regulatory requirements.

#### **Please Note**

'We' and 'us', for these purposes means London Mutual Credit Union Limited. Amounts owed to us and due for payment include, for example, amounts owed under a loan, overdraft or any other liability that you may have with us.

**20.2** - We can use money you have in your account even if there is a court decision against you or you are fined (including interest arising after the date of the final decision or fine), unless the court instructs us otherwise, or we are otherwise prevented by law.

**20.3** - Occasionally we receive legal instructions or notices to hold a customer's money for someone else, or to pay it to someone else. If this happens, the money we hold for the other person will be what is left after we have used our right of set-off, including any interest arising after the legal instruction or notice (unless we decide otherwise or we are prevented by law or regulation).

**20.4** - We will write to you 14 days before we make any set-off between your accounts to let you know the date and details of the action we'll take.

**20.5** - If we use money from an interest-bearing account, interest will be applied to the money in that account up to the date of set-off. After the date of set-off, interest will only be payable on any credit balance remaining in your accounts as applicable. We won't use balances on any Individual Savings Accounts (ISAs), children's savings to set-off amounts you owe.

## **21 - Complaints**

**21.1** - If you have a complaint, please contact us using the details at the front of this booklet. We'll send you a written acknowledgement within five business days and keep you informed of our progress until your complaint has been resolved. We'll do everything we can to sort out the problem.

**21.2** - If you still remain dissatisfied you may be entitled to refer your complaint to the Financial Ombudsman Service, by writing to them at: Financial Ombudsman Service, Exchange Tower, London E14 9SR, calling them on: 0800 023 4567 or 0300 123 9123, by email at [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk) or visiting their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## **7 - OTHER IMPORTANT INFORMATION**

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### **Depositor protection**

We are covered by the Financial Services Compensation Scheme (FSCS), which would pay compensation to eligible depositors in the event of the credit union becoming insolvent.

### **Communication**

As required by law, any terms and conditions of your account and all information, statements and

notifications will be in English. We'll communicate with you only in English.

### **Copy of the agreement**

If you ask us at any time during the life of this agreement we'll provide you with a copy of this document, the Fees and Charges Schedule relevant to your account and any additional terms.

### **Tax**

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

### **Cancellation**

For 14 calendar days after the date you have received your welcome letter or the account is opened, whichever is the later, you have a right to cancel and close your account without giving any reason. You can do this by calling us on 020 3773 1751 or writing to us at London Mutual Credit Union, 4 Heaton Road, London, SE15 3TH, or in a London Mutual Credit Union branch.

When you cancel your account:

- we'll pay to you any money credited to your account and if applicable, any interest earned within 30 calendar days of cancellation;
- we'll refund any account charge unless you've already received the benefit or services that it covered;
- you must repay to us any money owed to us for any other services and interest charges you have incurred; and
- you must repay to us any money owed to us including payments we've had to pay after cancellation.

### **Keeping your account secure**

Our terms and conditions require you to take reasonable security precautions to keep your security details safe. Reasonable security precautions can include steps such as:

- signing your card as soon as you receive it;
- keeping your card or any other type of payment device (such as a smart phone or electronic wallet that you can use to access your account or make payments, either on its own or in combination with your security details) and security details safe;
- not allowing anyone else (including a joint

account holder) to use any payment device or security details;

- never telling anyone or writing down your security details in a way that could be understood by someone else;
- not choosing a PIN or other security details which may be easy to guess, such as your date of birth;
- taking care when using your card or any other payment device and security details so that they are not seen or heard by anyone else;
- keeping receipts and statements safe and destroying them safely, e.g. by shredding;
- complying with all reasonable instructions we issue to do with keeping your payment device and security details safe; and
- telling us as soon as possible of a change of name, address or other contact details so that correspondence or replacement cards do not fall into the wrong hands.

### **Additional security precautions for Online Banking**

When you are using Online Banking, we recommend that, as well as the above steps, you:

- buy and keep updated anti-virus, firewall and any other security software;
- don't access your account from a computer in a public place;
- take care when logging out – for example we recommend that you log off securely by using the exit link on screen and, if you are disconnected during an Online Banking session, that you log back in and then log off correctly;
- don't open emails from unknown sources; and
- don't send any account details to us unless the message is encrypted.

Please call 020 3773 1751 if you would like to receive this information in an alternative format such as large print, audio or Braille.

London Mutual Credit Union is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 213248)

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

Calls to 03 numbers usually cost no more than calls to geographic numbers (01 or 02) and are usually included in inclusive minutes and discount schemes.

## DEBIT CARD CARDHOLDER TERMS AND CONDITIONS

If you are under the age of 18 years you must read these Terms and Conditions with a parent or guardian.

These Terms and Conditions apply to the use of Your Card. Your Card is issued to You by London Mutual Credit Union Limited under license from Mastercard. By signing your Card application, you accept these Terms and Conditions. You must read these Terms and Conditions carefully. You must keep this document in a safe place for future reference. These Terms and Conditions set out the terms of Our relationship with You and explain Your and Our obligations to each other including the use of the Card, PIN and Card Number.

### 1. Definitions

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In these Terms and Conditions, the following expressions shall have the following meanings:

- **Agreement** means the Agreement with Us in relation to the Card and which is made up of these Terms and Conditions, any amendments to them as notified to You, and any other document which You are required to sign for the provision of the card.
- **ATM** means an automated teller machine or cash dispenser bearing the MasterCard logo.
- **Available Balance** means the value of funds available to spend on Your Card.
- **Business Day** means any day (other than a Saturday or Sunday) on which London Mutual Credit Union is open for Business in the United Kingdom.
- **Card** means the plastic Card issued to You in accordance with these Terms and Conditions.
- **Card Carrier** means the piece of paper that is attached to Your Card when Your Card is dispatched to You.
- **Cardholder** means You, the authorised user issued with a Card who enters into the Agreement.
- **Card Issuer** means London Mutual Credit Union Limited
- **Card Number** means the 16-digit number on the front of Your Card.
- **Card Service Support** means the website or helpline operated on Your Financial Institutions behalf, which deals with queries and requests from Cardholders in relation to the activation and the use of a Card under these Terms and Conditions. The contact details for Card Service Support are detailed on the reverse of Your Card.
- **Cashback** Use of the Card to obtain cash from a Retailer who has agreed to accept the Card in conjunction with a purchase from that retailer.
- **Contactless Transactions** means a transaction that is carried out by tapping your Card on the electronic terminal, if it is enabled to accept Contactless Transactions.

- **Debit Transaction** means any authorised payment made out of your account by you.
- “You” or “Your” means the Cardholder and Account holder for which the card is issued.
- **Transaction** means any cash withdrawal or retail sale (as appropriate) completed by You using Your Card.
- The **Credit Union, We, Us or Our** means London Mutual Credit Union Limited, 4 Heaton Road, London, SE15 3TH; and, any agent acting on behalf of London Mutual Credit Union Limited and any other person or entity to whom We may transfer or assign Our rights and obligations in the future.,
- **PIN** means the personal identification number sent to You (or which you have chosen) for use with the Card.
- **Recurring Transaction** means continuous debit transactions that are debited from your account at agreed interval authorised by you
- **Terms and Conditions** means these Terms & Conditions and those set out in any product leaflet, Card Carrier or Financial Institution website.
- **Merchant** means retailer, or any other person, firm or company that displays the Mastercard logo and can accept Mastercard using an electronic terminal.
- **Optimus** means Optimus Cards Limited (company registered number 09044866) who are the program managers responsible for the support provided to the Card Issuer and Cardholder, whose registered office is at De Montfort House, High Street, Coleshill, B46 3BP
- **Fees and Charges Schedule** means the fees and charges that are imposed upon the Cardholder by London Mutual Credit Union which will be provided to the Cardholder upon receipt of the Card application and which is subject to change from time to time. Each schedule is deemed to form part of this Agreement.
- **Mastercard** means Mastercard International who operates the Mastercard programme.

## 2. Your Card

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**2.1** - This Card issued by Us to You, is a Mastercard

Debit Card and is not a Credit Card or Charge Card. You must not attempt to use Your Card to obtain credit. The Card shall remain the property of London Mutual Credit Union at all times.

**2.2** - Your Card is issued to You for use by You only and cannot be used by any person other than You. If We find that Your Card is being used by any person other than You, We may deactivate the Card.

**2.3** - You will be liable for all transactions that have been authorised by you, the Cardholder.

**2.4** - The Card may only be issued to and used by persons over the age of 18. If You receive the Card and You are under the age of 18, You must have consent from Your parent(s) or guardian(s) and this must be provided in the required format upon application for the Card. If You do not have this consent You must contact Card Service Support immediately. You must not use the Card and You must cut it into pieces through the magnetic stripe and chip and dispose of it carefully.

## 3. Receipt of Card and Card Activation

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**3.1** - On receipt of Your Card, You must sign it immediately on the reverse. You must then activate Your Card. You can do this by contacting Card Service Support on the number provided to You by Us who, following confirmation of Your identity, will activate Your Card on Your behalf.

**3.2** - You may also activate Your Card at any one of Our branches. You must ensure You bring an acceptable form of identification with You.

**3.3** - You must activate Your Card within 1 month of receipt.

**3.4** - By signing the Card application You represent and warrant to Us that You are at least 18 years old ( unless You comply with section 2.3) and that You have provided Us with a verifiable address and that the personal information that You provide to Us in connection with the Card is true, correct and complete and that You have received a copy of this Agreement and agree to be bound by and comply with its terms, including the Fees and Charges Schedule given to You by Us, and that You accept the Card and consent to the use of Your personal information as set out in clause 17.

## 4. Use of Your Card

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**4.1** - Each time You use Your Card You authorise Us to reduce the value available on Your Card by the amount of the Transaction and any applicable fees as set out in the Fees and Charges Schedule. Charges may be payable for the Use of Your Card and are available from Us in the Fees and Charges Schedule. You may also use Your Card to carry out the following where applicable):

- (a) Making payments for goods and services either online or at any Merchant displaying the Mastercard logo; or
- (b) Withdrawing cash at any bank or ATM worldwide which displays the Mastercard logo; or
- (c) Carrying out a purchase with cashback transaction where this service is available.
- (d) Undertake recurring transactions giving consent to a supplier or merchant to obtain repeat authorisations
- (e) Making or receiving payments in to your Account using your card

**4.2** - A PIN will be provided to use with Your Card. You will need to use the PIN where required. Once Your Card has been activated You may change Your PIN at certain ATM's which have this facility and display the Mastercard logo. If You change Your PIN, You must not choose a PIN that can easily be deduced such as Your telephone number or date of birth. You must notify Card Service Support immediately if You believe that Your PIN has been obtained or changed without Your consent.

**4.3** - You must ensure that Your Available Balance on Your Card is sufficient to cover the amount of any Transaction (including fees) incurred by using Your Card.

**4.4** - You can check Your Available Balance online through Our website. If there is an entry which appears to be incorrect You must contact Card Service Support immediately.

**4.5** - When You make a payment using Your Card, that Transaction will be noted against Your Available Balance immediately and Your Card will normally be debited within 2 business days, however this may take longer in some circumstances. When You make payments using Your Card outside the UK, it may take much

longer. We shall not be obliged to carry out Transactions on Your Card in any particular order. Your Card will not be credited with the refund of a Transaction made using Your Card unless We receive a refund verification acceptable to Us. You will be responsible for all Transactions which are debited from Your Card.

**4.6** - If an incorrect entry is made on Your Card by Us, then We will correct it. If We make the correction on any day after the date of the error, then it will be reflected on Your Available Balance as soon as possible.

**4.7** - Some Merchants may not accept payment using Our services. It is Your responsibility to check the policy with each Merchant. We accept no liability if a Merchant refuses to accept payment using Our services.

**4.8** - Your Card Issuer may apply certain restrictions to Your Card which they will advise You of.

**4.9** - Your Card Issuer may charge You for any declined Transactions.

**4.10** - Your Card Issuer may block Your Card if there is suspicion of fraud (for example: repeated declined Transactions).

## 5. Contactless

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**5.1** - Contactless is a way of making payments on Your Debit Card without the need for Your PIN. If You have a Contactless Card and are in an establishment that accepts Contactless Payments through the Card terminal, then payments can be made by tapping Your Card on the reader for up to £30.

**5.2** - The Contactless element of Your Card will need to be activated before You can use this facility, this can be done by carrying out a transaction that requires You to enter Your PIN. Once You have carried out one transaction using Your PIN, You will now be able to use Your Card for Contactless Payments. Your Card needs to be close to the Card terminal for the Card to be read, once You have tapped Your Card the terminal should tell You whether the Card has been accepted for the Payment.

**5.3** - For added security You may be required to enter Your PIN when using the Contactless facility, usually after several Contactless Transactions in a row.

## 6. Recurring transactions

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**6.1** - If You use the Card to set up a regular payment (recurring transaction) to be made from the Debit Card it is linked to, the Card transactions should be cancelled by the Cardholder by contacting the retailer, or other party You had made the arrangement with. If you ask us to stop the payment, you must notify us no later than the business day before the payment was due to take place. We also advise you to contact the person you make payment to, so they do not try for the payment again. You will need to contact them to cancel any agreement you hold with them as we cannot do this on your behalf. By cancelling a recurring card transaction, You will have withdrawn authorisation for future transactions. Any further transactions would be classed as unauthorised. Costs for cancelling a recurring transaction are outlined in Your fees & Charges schedule provided to You by Us.

## 7. Security

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**7.1** - When You receive Your Card, You must take reasonable steps to prevent the Card and Pin being lost or stolen. You must keep Your Card receipts safe and dispose of them securely. You must not allow anyone else to use Your Card or PIN and You must inform Card Service Support immediately if Your Card has been lost or stolen or You have suspicions that someone else is using or has tried to use Your Card or PIN.

**7.2** - Your PIN must not be recorded in writing or kept with the Card. Your PIN must not be disclosed or made available to any other person. Any Transaction made using Your PIN will be deemed to have been authorised by You, the Cardholder, and You will be liable for all such Transactions.

**7.3** - The Card and any other materials issued to You are the property of London Mutual Credit Union or are licensed to Optimus Cards. If We request for Your Card or any other materials to be returned, You must return them to Us immediately.

## 8 Cancellation of Your Card

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**8.1** - You have a legal right to cancel Your Card without giving Us a reason or incurring any costs for

a period of 14 days from the date that You receive Your Card. For the purposes of this clause, the date You receive Your Card is deemed to be 2 working days following the despatch of Your Card. This will not entitle You to a refund of any charges made in respect of the Card production, Transaction fees or cash withdrawal fees set out in the Fees and Charges Schedule provided to You by Us.

**8.2** - If You cancel Your Card, We will immediately block the Card. You will be liable for all Transactions and charges incurred until We receive Your notice of Cancellation. You will also be liable for all Transactions and charges incurred after We have received Your notice of cancellation and where We can demonstrate You carried out the Transaction or incurred the relevant charge prior to the Card cancellation. For example, if You carry out a Transaction and cancel Your Card the following day, You will still be liable for the Transaction even if the Transaction does not show on Your account until after You have submitted Your notice of cancellation.

**8.3** - We may deactivate Your Card and close the associated account at any time if we suspect any fraud or misuse in relation to the Card, PIN, or if there is any breach of this Agreement by You, or where We are required to do so by law. We may, at Our sole discretion, restrict or refuse to authorise the use of Your Card or suspend Your Card where We consider that any use would be a breach of this Agreement, or We believe that You or a third party has committed or plan to commit crime, or if We believe that fraud or other misuse of the Card has occurred or may occur.

**8.4** - If Your Card is cancelled by You, Us, or Card Service Support You must cut the Card into pieces through the magnetic stripe and chip, then dispose of the Card and any other related materials carefully.

## 9. 3D Secure Debit Cards

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**9.1** You (Cardholder) hereby agree that the Terms and Conditions to your debit card may be updated and amended by Credit Union from time to time without prior notice.

**9.2** Your Use of the 3D Secure service implies your acceptance of the Terms and Conditions.

**9.3** When using Credit Union 3D Secure, you shall be subject to any guidelines or regulations

applicable to Credit Union 3D Secure.

**9.4** You agree that the creation of a Credit Union 3D Secure password, and/or the use of Credit Union 3D Secure, will represent your conclusive acceptance of the Terms and Conditions.

**9.5** You (Cardholder) agree to provide accurate and complete information as prompted by Credit Union as part of the 3D Secure registration. Any inaccurate or incomplete registration information provided, may result in your Card being suspended or terminated.

**9.6** In order to use Credit Union 3D Secure, you must provide us with certain information that allow us to validate your identity and verify that you are the owner or an authorised user of the Debit Card.

**9.7** If You are unable to provide adequate information for Credit Union to validate your identity, we have the right to disallow You to register for 3D Secure.

**9.8** If you do not successfully register for Credit Union 3D Secure, a merchant may not accept your Credit Union Card for an e-commerce transactions or other transaction subject to Mastercard Secure Code.

**9.9** When you use Credit Union 3D Secure to purchase from online retailers who are Mastercard SecureCode enabled, you will be asked to enter your 3D Secure password to complete your transaction which will not successfully complete without the password.

**9.10** You are solely responsible for protecting and maintaining the confidentiality of your password, registration information and other verification information established by You with Credit Union 3D Secure.

**9.11** You agree to immediately notify Credit Union of any unauthorised use of your password or other verification information, or any other breach of security.

**9.12** You acknowledge and agree that, except as otherwise provided by applicable law, the Terms and Conditions, Credit Union shall not be liable for any loss or damage arising from your failure to comply with the Terms and Conditions.

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## **10 Expiry of Your Card**

**10.1** - We will not authorise or process any Transactions conducted using Your Card once Your

Card has expired.

**10.2** - We will provide You with a new Card prior to the expiry date on the Card subject to the associated fees which are outlined in your fees and charges provided to You by them.

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## **11 Travelling Abroad**

**11.1** - You must ensure that you inform Card Service Support of any intended travel abroad, that way any payments you make are less likely to be blocked by our transaction monitoring systems.

**11.2** - If you do have an unexpected block on your Debit Card you can call Card Service Support on +44 203 468 6232 who will verify some transactions with You so that the block can be removed.

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## **12 Changes to Terms and Conditions**

**12.1** - We may change these Terms and Conditions (including charges) at any time subject to the notice provisions below and will inform You of any changes by one or more of the following ways:

- (a) By writing to You;
- (b) By updating Our website (where applicable);
- (c) By email or text;

**12.2** - We may change these Terms and Conditions at any time for any of the following reasons:

- (a) To ensure business remains competitive;
- (b) To allow Us to improve services or facilities;
- (c) To take account of a change or anticipated change in market conditions or Our practice;
- (d) To reflect a decision by a court, ombudsman, regulator or similar body; or
- (e) To reflect any changes in our partners ownership.

**12.3** - We may also change the Terms and Conditions of Your Card at any time for any other necessary reason.

**12.4** - We shall apply the following notice provisions:

- (a) If the change is to Your disadvantage, We will advise You at least 30 days before any changes to these Terms and Conditions are made and at any time up to 60 days from the date of notice, You may, for this reason, without notice, cancel Your Card and terminate the Agreement without any charge, provided You inform Us that this is the

reason for Your cancellation.

(b) We may have to make any other change immediately and We will advise You within 30 days.

**12.5** - If You are not satisfied with any changes made to Your Terms and Conditions, You may cancel Your Card and terminate the Agreement at any time in accordance with clause 7.1.

### **13 Lost and Stolen Cards, PIN or Card Number**

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**13.1** - It is the responsibility of the Cardholder to ensure Your Debit Card is kept safe and You do not disclose Your PIN to any other individual as You will be held liable for any subsequent misuse of Your Card.

**13.2** - Subject to Your compliance with Clause 13.1. You will be liable for any Transactions using Your Card whilst it is lost or stolen, which shall be deducted from the available balance in full.

**13.3** - If Your Card PIN or Card number is lost or stolen, Your Card is retained by an ATM or You suspect that Your Card may have been used fraudulently or without Your consent, You must contact Card Service Support immediately. If You use Your Card as a consumer, Your liability will be limited to an overall limit of £30 of the loss. (If, however, You were negligent in the use of Your Card, You will be liable for all losses) and the card will then be cancelled. You will be asked to provide Your details in order for Card Service Support to verify they are speaking to the Cardholder. Upon cancellation, and where applicable, a new Card and PIN will be ordered subject to the associated fees.

You may be asked to help Us, Our agents, or the police if Your Card has been stolen and We suspect that there has been fraud or misuse or if You have notified Us of a disputed Transaction (see clause 15).

**13.4** - Where a Card, PIN or card Number has been reported lost or stolen and is subsequently found, or where a Card is damaged or does not work, You must notify Card Service Support immediately, cut the Card into pieces through the magnetic stripe and chip and dispose of it carefully.

**13.5** In respect of replacement Cards issued under clause 13.3 above, We reserve the right not to reissue a Card.

### **14 Fees and Charges**

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**14.1** - The services will incur fees and charges, details of which will be provided to You by Us, for which You, will be responsible for. These fees and charges vary depending on the products and services You use. If You use the services in a currency other than the currency in which the services are denominated, the amount deducted from Your Available Balance will be the amount of the Transaction, converted to Your account currency using the rate set by the Mastercard system on the date the Transaction is processed. (details on these rates can be obtained from Mastercard). You may also incur foreign exchange charges for these types of Transactions which are set out in Our Fees and Charges Schedule.

### **15 Disputed Transactions**

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**15.1** - If You believe that a Transaction carried out was not authorised by You, or if it has been posted to Your Card in error (disputed transaction), You must attempt to resolve a disputed Transaction with the Merchant before asking Card Service Support to pursue the dispute on Your behalf.

**15.2** - If You are unable to resolve the dispute with the Merchant, You must contact Card Service Support no later than 60 days from the date of the disputed Transaction. We will investigate any disputed Transaction in accordance with the Mastercard scheme rules. You will not receive a refund to Your Card until the investigation is complete. In such cases where You believe Your Card was used without Your authority, You will need to notify the police. The crime reference number and details of the police station to which the theft was reported to will be requested by Card Service Support to enable them to process the dispute upon Agreement with Us. A refund of the disputed transaction/s will be deposited into Your Card account by Us where investigations show that You did not authorise the Transaction/s.

**15.3** - If We refund a disputed Transaction to Your Card account and subsequently receive information to confirm that the transaction was in fact authorised by You, and correctly posted to Your Card, We will deduct the amount of the disputed Transaction from Your Available Balance.

In the event that this Transaction is for an amount greater than the Available Balance, You will immediately, on receipt of written notice from Card Service Support or Us, pay any outstanding amount owed.

**15.4** - Where a request, Transaction, disputed Transaction, arbitration, or reversed Transaction involves third part costs, You will be liable for such costs and they will be deducted from Your Card balance or otherwise charged to You.

**15.5** - We will refund you within 10 Banking days of your request or of receiving any information asked from you. If your request is refused for a refund, you will be informed within the same timeframe with the reasons.

You are not entitled to a refund where:

- i) you have given consent directly to the Payment Service Provider for the Transaction; and
- ii) information on the Transaction was provided or made available in an agreed manner to you by the Payment Service Provider or Payee at least four weeks before the due date"

## **16 Termination Suspension or Restriction of Your Account**

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**16.1** - We may terminate Your use of the Services and give You at least 30 days notice of such termination.

**16.2** - We may terminate suspend, for such period as required, Your use of the services at any time without prior notice when:

- (a) In the event of any fault or failure in the data information processing system;
- (b) We believe that You have used or are likely to use the services, or allow them to be used, to commit a criminal offense or if You are found to be in breach of this Agreement;
- (c) We believe any Available Balance may be at risk of fraud or misuse;
- (d) We have reasonable grounds to suspect fraudulent or unauthorised use of your card or PIN
- (e) We have reasonable grounds to believe the security of your Card or PIN is at risk
- (f) We suspect that You have provided false or misleading information;
- (g) By order or recommendation from the Police, Governmental or Regulatory Authority;

(h) You breach any of the Terms and Conditions of this Agreement;

(i) Upon Your death or if You become incapacitated;

(j) At Our discretion, if You become bankrupt or insolvent

**16.3** - Termination of Your Card either by You or Us, will not affect Your rights and obligations, or that of the Credit Union arising under this Agreement prior to termination.

**16.4** - Restrictions may be applied for one of the following reasons:

- (a) Legal or regulatory requirements
- (b) Industry or codes of practice changes
- (c) Changes in banking practices

## **17 Contacting Us**

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**17.1** - You can contact Card Service Support by telephoning 0330 088 1728, or in writing to Card Service Support, PO Box 16757, Birmingham, B46 9DP. Any correspondence that needs to be sent for Your attention will be mailed to the address that We and Card Service Support holds for You.

(This service may also be available online where applicable and linked to Your online banking).

**17.2** - You must notify Us immediately if You change Your name, address or any other changes that would be relevant to Your Card account. If You do not inform Us of a change in contact information, then We/Card Service Support will contact You using the information they hold on the system.

**17.3** - You are responsible for ensuring that all contact details are up to date and any instruction You have given in updating these records are accurate and complete. Neither Us, Card Service Support or Mastercard can be held liable for any loss or damage You suffer if the information or instruction You provide is in any way inaccurate or incomplete.

**17.4** - Please note that telephone calls between You, Us and Card Service Support may be recorded for security, training and monitoring purposes, and to ensure that any instructions are carried out correctly.

**17.5** - By using Your Card, You are agreeing that We may, at Our option and/or in connection with the services provided, contact You by telephone,

email, letter or text and also use and record electronic information, original documents that You will not object to any electronic records or electronic information being used including without limitation in any proceedings, purely because they are in electronic form or because they may not be the best evidence available of the matters to which they relate.

## **18 Complaints**

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**18.1** - If You have a complaint about Your Card, You can contact Card Service Support in the first instance so that they may investigate Your complaint. They can also provide details explaining the procedure on handling complaints upon request. Following these procedures will not affect Your legal rights.

## **19 Uses of Your Information**

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**19.1** - In this clause personal information means;

- (a) Information You give to Us or Card Service Support, or which We or Card Service Support already hold about You, including any telephone number You call Us from, which we may record;
- (b) Information We or Card Service Support receive from enquiries We make so We can deal with any queries in relation to Your card; and
- (c) Information We receive from persons other than the Cardholder who is authorised to do so on their behalf.

**19.2** - We will keep Your personal information for as long as we need to or are allowed to by law. You can request copies of the information we hold on file for You, but You may be charged a fee for obtaining this information. Please refer to Us for these charges.

**19.3** - By activating Your Card, You are consenting to the use of Your personal information as set out in clause 19. We will process and record Your personal information, including details of Your Transactions for the following purposes;

- (a) To manage Your Card;
- (b) To carry out, monitor, and analyse Our business; and
- (c) To ensure compliance with any laws or regulations associated with Your Financial Institution, Card or account.

**19.4** - Details of Your personal information may be shared to;

- (a) Card Service Support or third party working on behalf or in conjunction with Us;
- (b) Any person to whom We transfer any of Our rights or duties to under any Agreement We may have with You; and

(c) Anyone You, the Cardholder, authorise Us to share Your personal information to. In instances in which the funds on Your Card are owned by Your employer or Us, We may provide them with personal details including any Transactional data related to the use of the Card.

**19.5** - So that We can process, use, record and release personal information We may pass Your information outside the UK to other countries. London Mutual Credit Union and Card Service Support are responsible for ensuring Your personal information continues to be protected during this type of transfer.

**19.6** - We may release personal information about You to fraud prevention agencies, We will inform fraud agencies if we suspect that you have given Us false or inaccurate information for financial gain or We suspect fraud.

**19.7** - Fraud prevention agencies will share search details and account information with Us and other organisations so that;

- Applications can be assessed for services and manage accounts
- Your identity can be verified to prevent money laundering or any other predicate crime;
- Fraud can be detected, prevented or to prosecute fraud and other crimes; and
- Any debts can be traced and recovered.

**19.8** - The Fraud prevention agencies may share records with other organisations and will also use personal information for statistical analysis about fraud.

## **20 Liability of Service Providers**

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**20.1** - London Mutual Credit Union, Card Service Support or Mastercard shall not be liable to You for any direct or indirect loss or damage (other than that which can not be excluded by law) You may suffer as a result of Your use, inability to use Your Card or any loss or damage You suffer as a result of a third party using Your Card or Pin.

**20.2** - London Mutual Credit Union, Card Service Support or Mastercard shall not be liable to You in any circumstances for any direct or indirect loss or damage (other than that which cannot by law be excluded) that does not arise directly from the matters for which Your Financial Institution are responsible, or which is beyond Our, Card Service Support or Mastercard's reasonable control or which We, Card Service Support or Mastercard could not reasonably foresee.

**20.3** - London Mutual Credit Union, Card Service Support or Mastercard cannot guarantee that a merchant will accept Your Card or will authorise any particular transaction. We shall not be liable for any direct or indirect loss or damage You may suffer in the event that a Merchant refuses to accept Your Card through Your Card being suspended or cancelled.

**20.4** - Unless otherwise agreed by Us in advance, any liability We may have to You will be limited to the actual amount of any loss or damage You incur or suffer.

**20.5** - London Mutual Credit Union, Card Service Support or Mastercard may, at any time due to technical, security, maintenance, administration or other reasons, temporarily suspend the use of Your card for such period as We may require without incurring any liability to You. We shall not be liable for any loss, whether direct or indirect, or for consequential loss, or for any inconvenience arising from any failure to provide the service to You as a result of industrial action, power failure technical, malfunction of Our systems, or for other causes beyond Our reasonable control.

## **21 Your liability**

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**21.1** - You will be liable to Us, (and agree to indemnify Us against) all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings We directly or indirectly incur, or which are bought against Us, if You have acted fraudulently or have been negligent or misused Your Card or Pin or breached these Terms and Conditions including the costs of any legal action taken to enforce this Agreement.

**21.2** - We or our service providers shall not be bound to recognise the interest or claim of any person other than that of the Cardholder in respect

of the Available Balance on the Card, nor shall We be liable in any way for failing to recognise such interest or claim (except as required by law).

**21.3** - No claim by You against a third party may be the subject of a defence or counterclaim against Us, Optimus, Mastercard or any other provider of services to Us.

## **22 General**

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**22.1** - You may not assign any or all Your rights or obligations under these Terms and Conditions, but We may do so at any time.

**22.2** - Each of these clauses are separate from all other clauses, so that if one clause, or part thereof, is found to be void or otherwise unenforceable, it will not affect the validity of any of the others or part of such clauses.

**22.3** - If We do not enforce any of the rights We have under this Agreement, or if We delay in enforcing them, that does not prevent Us from taking any action to enforce Our rights in the future.

**22.4** - Upon termination of this Agreement, the Terms and Conditions that are capable of continuing to apply will do so.

**22.5** - Apart from Us, a person who is not party to this Agreement may not enforce any of its terms.

**22.6** - These Terms and Conditions will be governed by, and will be construed in accordance with, the laws of the United Kingdom and the courts of the United Kingdom will have exclusive jurisdiction.

**22.7** - You and Us agree that these Terms and Conditions and any communication shall be in English.

## HOW TO CONTACT US

### GENERAL ENQUIRIES

Telephone: 020 3773 1751

Fax: 0207 277 8755

Email: [info@creditunion.co.uk](mailto:info@creditunion.co.uk)

Web: [www.creditunion.co.uk](http://www.creditunion.co.uk)

### Address for correspondence:

London Mutual Credit Union,  
4 Heaton Road, Peckham,  
London, SE15 3TH

### Card Activation Telephone:

0330 088 1728

### Lost or Stolen Card Telephone:

0330 088 2747

### To get your latest balances

Register for our secure on-line service  
CU On-line at [creditunion.co.uk](http://creditunion.co.uk) or text  
bal to 80011.

### Mobile app

You can access your credit union accounts on the go with our mobile app. The App is for Apple iPhone and Android devices and you can download it from Apple Store or Google Play. Before you do, make sure you are registered for on-line services – you can do this quickly and easily at [creditunion.co.uk](http://creditunion.co.uk)



**London Mutual**  
Credit Union

## BRANCHES & OPENING HOURS

4 Heaton Road, Peckham,  
London SE15 3TH

### Opening hours:

Monday-Friday: 9.30am-4.30pm

10 Acre Lane, Brixton,  
London SW2 5SG

### Opening hours:

Monday-Friday: 9.30am-4.30pm

177 Walworth Road,  
Elephant & Castle,  
London SE17 1RW

### Opening hours:

Monday-Friday: 9.30am-4.30pm,  
Saturday: 9.30am-1.30pm

London Mutual Credit Union is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 213248).  
London Mutual Credit Union CUCA Terms and Conditions v4 10 April 2019