



# London Mutual Credit Union Debit Card **Terms & Conditions**

Explicit consent: By accepting these Terms, you give your permission for us to process your Personal Data (including transaction data) to provide you with payment services according to the Payment Services Regulations 2017 (as amended) (see section 15 below).

**Version: 8 January 2025**

This agreement (“**Terms**”) sets out the terms and conditions relating to the use of electronic money and Card issued by Enfuce UK Ltd and constitutes a binding agreement between you and us. “**You**” and “**your**” means the Cardholder, as defined below.

The Card and electronic money associated with the Card is issued by Enfuce UK Ltd (“**Enfuce**”, “**we**”, “**our**” or “**us**”). We are authorised and supervised by the Financial Conduct Authority as an electronic money institution and are licensed to issue card payment instruments connected to the Card Scheme (as defined below).

The Card is provided to you in collaboration with London Mutual Credit Union (see below for further details) which is referred to in these Terms as “**London Mutual Credit Union**”. The role of London Mutual Credit Union is explained in more detail in Clause 4.

These Terms apply to the following Card Programme (“**Card Programme**”):

## Card Programme Description

Type of Card:	Consumer debit card, in physical, virtual and tokenized (i.e. digital wallet) form.
Payment account provider:	The Card is linked to a payment account provided to you by London Mutual Credit Union. The provision of the payment account is solely between you and London Mutual Credit Union. Enfuce is not responsible for the operation of the payment account and/or any transactions made to or from such payment account, other than for the execution of Card Transactions. For the avoidance of doubt, Enfuce is not a party to any agreement between you and London Mutual Credit Union in respect of your London Mutual Credit Union payment account.
Card Scheme:	Visa
Denominated Currency:	GBP
Issuer:	<p>Enfuce UK Ltd, a company incorporated in England with registered address 1 Chapel Street, Warwick, United Kingdom, CV34 4HL, email <a href="mailto:ukenquiries@enfuce.com">ukenquiries@enfuce.com</a>.</p> <p>Enfuce is registered with the Companies House under company number 13978639 and is authorised by the Financial Conduct Authority as an electronic money and payment institution (reference number 993783).</p> <p>Financial Conduct Authority contact details:</p> <ul style="list-style-type: none"> <li>• <a href="https://www.fca.org.uk/contact">https://www.fca.org.uk/contact</a></li> <li>• 0800 111 6768 (Freephone)</li> <li>• 0300 500 8082 (from the UK)</li> <li>• +44 207 066 1000 (from abroad)</li> <li>• 12 Endeavour Square, London E20 1JN</li> </ul> <p>Consumer complaints can be referred to the Financial Ombudsman Service after final complaint decision letter received from Enfuce:</p> <ul style="list-style-type: none"> <li>• <a href="https://www.financial-ombudsman.org.uk/consumers/how-to-complain">https://www.financial-ombudsman.org.uk/consumers/how-to-complain</a></li> <li>• 0800 023 4567.</li> </ul>

London Mutual Credit Union:	London Mutual Credit Union is a not-for-profit financial co-operative owned by its members. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 213248). Address: 4 Heaton Road, Peckham, London SE153TH
User Interface:	Website: <a href="http://www.creditunion.co.uk/current-accounts">www.creditunion.co.uk/current-accounts</a> London Mutual Credit Union mobile application The User Interface enables Card activation, viewing Transactions, viewing the Available Balance, blocking and unblocking the Card and raising queries with Customer Services in relation to the use of the Card(s) and/or Available Balance.
Unused Card limit:	The Card may be blocked or terminated if it remains dormant, i.e. unused for a period of twelve (12) consecutive months. Once a dormant card is blocked or terminated, unused card fees will apply to any Available Balance remaining on the Card, as set out in the Schedule.
Transaction limits:	As set out in the Schedule.
Card use:	<ul style="list-style-type: none"> <li>• Mobile/e-commerce: Yes</li> <li>• ATM withdrawals: Yes</li> <li>• Balance transfers: No</li> <li>• Territory of use: worldwide</li> <li>• Restriction on use: See restricted high risk merchant categories in the Schedule.</li> </ul>

You must agree and comply with these Terms in order to use the Card. You will be asked to confirm your acceptance of these Terms when you apply for a Card and/or activate it via the website or mobile app, or directly with London Mutual Credit Union by phone. If you do not agree to these Terms, we will not be able to complete your Card application and/or activate your Card. These Terms in force at the time of your application will be displayed on the User Interface and can be printed or saved in an electronic format (for example pdf.). You can request a copy of these Terms at any time by contacting Customer Services.

These Terms create a legally binding agreement between you and us. Please note that London Mutual Credit Union is not a party to this agreement and your relationship with London Mutual Credit Union is governed by a separate agreement, referred to in these Terms as London Mutual Credit Union Agreement.

Please read to these Terms carefully and retain a copy for future reference.

## 1. Definitions and Interpretation

1.1 Defined terms will have the meanings defined below, unless defined elsewhere in these Terms:

**“Applicable Law”** means all applicable laws, including statutes, statutory instruments, regulations, court decisions and judgements, any requirements, guidance or code of practice stipulated by an applicable Regulatory Authority, and including any applicable rule or requirement of any Card Scheme related to the issuance, sale, authorisation or use of the Card.

**“ATMs”** means automatic teller machines where you may withdraw cash, if this functionality is enabled for your Card (as specified in the Card Programme Description above).

**“Available Balance”** means the amount of funds available on the Linked Account for Card Transactions, always subject to any transaction limits, as specified in these Terms.

**“Business Day”** means Monday to Friday, 9am to 5pm EET/EEST, excluding bank, national and public holidays in England.

**“Card”** means each of the types of payment instruments specified in the Card Programme Description above, such as physical Card, virtual card or tokenised (electronic wallet) Card, issued to you by us in the Denominated Currency. References to the Card include all Security Details.

**“Card Scheme”** means the payment network to which the Cards are connected, as specified in the Card Programme Description.

**“Cardholder”** means you, the person who owns the available funds that can be used by you in connection with the Card and to whom the Card is issued.

**“Customer Services”** means the support provided by London Mutual Credit Union in respect of the Card and the Card Programme, details of which are set out in the Schedule to these Terms.

**“Denominated Currency”** means the currency specified in the Card Programme Description.

**“Linked Account”** a payment account provided to you by London Mutual Credit Union and to which this Card is linked, as described in Clause 4.3.

**“London Mutual Credit Union Agreement”** means any agreement between you and London Mutual Credit Union in relation to the Card Programme, the Linked Account and including any terms of use of the User Interface and any terms applicable to any additional services provided to you by London Mutual Credit Union.

**“Personal Data”** means any personal identity details relating to your application for the Card and the use of the Card including (but not limited to) your: name, date of birth, social security number, home address, email address and telephone (landline and/or mobile) number and may include Security Details. Full details of the Personal Data which we process are set out in our Privacy Policy (<https://enforce.com/privacy-and-data-protection/>).

**“PIN”** or **“PIN Code”** means the personal identification number used to authorise Transactions made using the Card.

**“POS”** means a point of sale terminal.

**“Regulatory Authority”** means as the context requires, any Card Scheme and/or any regulator or agency having jurisdiction over us or London Mutual Credit Union related to the issuance, marketing, sale, authorisation or usage of the Cards or services provided under these Terms, including without limitation the Financial Conduct Authority.

**“Security Details”** means certain information relating to the Card and the Card use given by you when applying for the Card, for example your personal details or password, or information provided by us to you from time to time, for example card PIN, Card number (including three digits CVV number), its expiry date or password associated with your account on the User Interface.

**“Transaction”** means your use of the Card to (i) make a payment or (ii) withdraw cash from an ATM, where permitted.

**“User Interface”** means the website, subsites or mobile applications provided to you by London Mutual Credit Union pursuant to and subject to London Mutual Credit Union Agreement where you may perform certain operations in relation to your Card, as specified in the Card Programme Description.

## **2. Eligibility and other checks**

- 2.1 You must be 13 years or older and residing in the United Kingdom in order to be eligible to apply for a Card. If you are under 18 years old, you need your legal guardian (e.g. parent) to sign a Linked Account opening consent form, which is also a condition of applying for a Card.
- 2.2 An application for and/or activation of a Card may be subject to certain eligibility and other checks carried out by London Mutual Credit Union on our behalf, for example, to verify your identity. You agree to provide all information and documentation requested by London Mutual Credit Union. Please note that London Mutual Credit Union may engage third parties to verify certain information, for example, credit reference agencies.
- 2.3 All information provided by you must be accurate and truthful to the best of your knowledge. You must promptly notify Customer Services if any of the information provided by you changes or update your information in the User Interface. You must notify all changes to your Personal Data, sanctions that may affect you, or if your use of the Card could become illegal for any other reason.
- 2.4 We (and London Mutual Credit Union on our behalf) reserve the right to carry out additional checks after your Card has been issued and/or activated, for example before we process any Transaction.
- 2.5 If you fail to provide the information or documentation requested by London Mutual Credit Union, we may be unable to issue electronic money, the Card and/or process any Transaction and we may suspend your Card and ultimately terminate this agreement with you.

2.6 All Card applications and activations are at our discretion and we may refuse to accept your request.

### **3. General information about the Card, electronic money issued by Enfuce and the relationship with the Linked Account**

3.1 The Card is a payment instrument, allowing for withdrawal of funds from the Linked Account to pay for goods and services at places that accept cards branded by the Card Scheme.

3.2 The use of the Card requires sufficient Available Balance on the Linked Account. The Card is not a charge card or a credit card and will not allow you to go into overdraft, unless you have overdraft available on the Linked Account.

3.3 Each time you make a Transaction using the Card (in other words when a Transaction is authorised at a POS or ATM terminal), we will check the Available Balance on the Linked Account, and you will be deemed by us and London Mutual Credit Union to have authorised London Mutual Credit Union to withdraw funds from the Linked Account and transfer them to your electronic money account maintained by Enfuce.

The funds transfer will occur when we receive confirmation from the Card Scheme that the Transaction has been processed (i.e. when the Card Scheme sends us a request to settle the Transaction). At this point we will issue electronic money to you in the Denominated Currency. The electronic money will be redeemed by us (i.e. used) to execute (i.e. settle) the Transaction with the Card Scheme.

All Transactions made using the Card are executed (i.e. settled with the Card Scheme) from the electronic money account maintained for you by us, not from the Linked Account. Once the Transaction has been executed by us, your electronic money account balance will be reduced by the amount of the Transaction.

3.4 We will also issue electronic money to you when we receive a refund or chargeback in relation to a Transaction made using the Card. We will immediately notify London Mutual Credit Union of a credit being



made to your electronic money account and will transfer the corresponding amount to London Mutual Credit Union. This will result in the redemption of your electronic money held by us and corresponding increase of balance on your Linked Account.

- 3.5 All Transactions are informed by, and depend on, the availability of funds in the Linked Account maintained for you by London Mutual Credit Union. If there is insufficient balance on the Linked Account, Transactions will not be authorised by us (i.e. will be declined), funds will not be transferred from your Linked Account to your Enfuce electronic money account, and we will not issue electronic money to you.
- 3.6 When a Transaction made using the Card is authorised, it will result in the reservation of Available Balance on the Linked Account. Reservation of Available Balance will mean you will not be able to spend or withdraw the reserved amount. This amount will be reserved pending confirmation and processing of the Transaction from the Card Scheme. The Available Balance of the Linked Account will be reduced by the amount of the Transaction when we confirm to London Mutual Credit Union that the Transaction has been processed and electronic money issued (as explained in Clause 3.3).
- 3.7 Please note that Enfuce is not a bank and the electronic money account maintained by Enfuce for you is not a bank account. It means that the electronic money stored in such electronic money account does not amount to a deposit and no interest will accrue on any electronic money. Please also note that the Financial Services Compensation Scheme does not apply to the electronic money issued by Enfuce. Any funds that Enfuce holds on your behalf in connection with issuing electronic money and the execution of Transactions will be held separately from our own funds, with a trusted banking institution. It means that in the unlikely event we become insolvent, the cardholder funds are protected from claims of our other creditors, and will be returned to the cardholders after deducting any outstanding fees.
- 3.8 Your Linked Account User Interface will allow you to view all Transactions made using the Card as withdrawals from your Linked

Account. You will also receive periodic Linked Account statements from London Mutual Credit Union.

- 3.9 Information regarding Available Balance on the Linked Account, the methods of funding the Linked Account and a history of Transactions made using the Card can be found in the User Interface and London Mutual Credit Union Agreement.
- 3.10 The Card is associated with the Linked Account and the use of the Card is dependent on the availability and operation of the Linked Account. If your Linked Account is suspended or terminated for any reason, we will be unable to process any Card Transactions and will be entitled to suspend and/or terminate your Card.
- 3.11 The Card remains our property and must be returned to us or destroyed on our request.
- 3.12 The use of the Card is personal to you. You cannot assign your rights under these Terms to someone else, and you are strictly prohibited from allowing any third party to use the Card.

#### **4. Our role and the role of London Mutual Credit Union**

- 4.1 We are the issuer of the Card and the electronic money issued following a successful Transaction, and we handle all Transactions executed using the Card.
- 4.2 The Card is provided to you in collaboration with London Mutual Credit Union, who provides you with the User Interface, accepts and processes Card applications on our behalf, provides Customer Services and performs certain activities related to the administration and management of the Card Programme on our behalf.
- 4.3 London Mutual Credit Union is also considered as a distributor of the Card and the electronic money issued by us under these Terms, acting on behalf of Enfuce. London Mutual Credit Union does not provide any payment services in relation to the Card, other than the maintenance of the Linked Account. Please note that we are not responsible for the operation of the Linked Account and/or any transactions made to or from such Linked Account. For the avoidance

of doubt, we are not a party to any agreement between you and London Mutual Credit Union in respect of the Linked Account.

- 4.4 London Mutual Credit Union is your primary point of contact and if you have any questions or issues related to the use of the Card, you should contact London Mutual Credit Union via Customer Services.
- 4.5 London Mutual Credit Union is authorised to collect and pass on to us all information, communications and instructions submitted by you, for example, the Card application or requests made via Customer Services.
- 4.6 We may exercise our rights under these Terms via London Mutual Credit Union and to this limited extent, references to “us”, “we” or “ours” will be interpreted as references to London Mutual Credit Union.

## **5. Activation and use of the Card**

- 5.1 A physical Card must be activated by you within the notified time. An activation procedure will be provided with the Card. If there is a signature panel, the Card must be signed immediately on receipt. A physical Card must be signed in order to be valid.
- 5.2 The Card expires on the date stated on the Card. The Card cannot be used after it has expired.
- 5.3 The Card can only be used if there is sufficient Available Balance on the Linked Account to complete a Transaction and any associated fees. If the Available Balance is insufficient to pay for a Transaction (including any applicable fees) the Transaction will be declined. The amount of each Transaction and any associated fees will be deducted from the Available Balance.
- 5.4 The fees specified in the Schedule will be deducted from the Available Balance. If, for whatever reason, we are unable to charge any fees or other sums due to us to your Card, you agree to make the payment as soon as possible following receipt of a payment request from us or London Mutual Credit Union.

- 5.5 The Programme Description and the provisions of the Schedule specify any restrictions and limits that apply to the use of the Card.
- 5.6 You agree to accept a credit transaction to the Card (and resulting increase in the Available Balance) if you are entitled to a refund for any reason.
- 5.7 We are not responsible for ensuring that all merchants, POS and ATMs will accept your Card (whether physical Card or tokenized via a wallet).
- 5.8 If (in exceptional circumstances or in error) we process any Transaction despite insufficient Available Balance, we will deduct such amounts from any subsequent top-ups or other payments increasing the Available Balance or, if there is no sufficient Available Balance, we may ask you to repay such amounts.
- 5.9 You can enter into an agreement regarding recurring Transactions with a merchant. In such case you will be required to authorise the first Transaction in accordance with these terms. Subsequent recurring Transactions will be automatically debited from the Available Balance based on the agreement between you and the merchant. You are responsible for verifying that the amount charged for recurring Transactions is correct. To discontinue the service, you must contact the merchant.
- 5.10 Certain merchants will generate a pre-authorisation to reserve an amount that may be greater than the resulting payment Transaction. This could be for example when the Card is used to book a hotel or a car rental, when the final amount of the bill is unknown. In this case, if there is no sufficient Available Balance, the request for pre-authorisation may be denied. For these kinds of services, you should ensure the Card has adequate Available Balance to meet the amount required by the pre-authorisation.
- 5.11 We do not recommend using the Card as a guarantee of future payment, for example as a deposit, as in these situations the merchants may estimate the final bill and this estimated amount will be temporarily unavailable to spend on your Card.

- 5.12 If you and a merchant agree to a refund (if the Card was used to make the Transaction), the merchant may process the refund via a POS. Amounts credited to the Card as refunds from merchants will increase the Available Balance on the Linked Account when we receive a confirmation from the Card Scheme that a merchant refund was processed. If the amount credited to the Linked Account exceeds the amount of the refund, the amount in excess may be deducted from your Available Balance and returned to the merchant. Loading fees may apply to refunds processed via POS, if such fees are specified in the Schedule.
- 5.13 You must ensure that any Transactions you make using the Card do not contravene any Applicable Law and that you will at all times comply with all Applicable Laws in relation to the use of the Card. The Card must not be used for any unlawful purpose, including the purchase of goods or services prohibited by Applicable Laws.
- 5.14 Your ability to use or access the Card may occasionally be interrupted, for example, if we need to carry out maintenance on our systems or if the Card Scheme is experiencing issues with the processing of Transactions. You should notify Customer Service of any problems experienced using the Card or report the issue via the User Interface and we will do our best to resolve these as soon as possible.
- 5.15 You may request to have the Card blocked or unblocked by contacting Customer Services or using the User Interface. Blocking your card will not satisfy your obligation to inform us of the suspected or actual loss, theft, misuse or fraudulent use of the Card or of the Security Details. Please see clause 7 for further details on what to do in these circumstances.

## **6. Digital wallets**

- 6.1 This clause 6 applies if a digital wallet (for example Apple Pay and Google Pay) is enabled for the Card as part of the Card Programme.
- 6.2 The use of a digital wallet is subject to the terms and conditions of the digital wallet provider, which will be provided to you when you

activate your digital wallet on your device. We are not responsible for the terms of use of the digital wallets.

- 6.3 To use a Card in a digital wallet, or to remove it from the digital wallet, you must follow the instructions of the wallet provider. Some digital wallet providers may restrict the use of certain cards or limit the number of cards added. Please note that the functionality of the wallet is not our responsibility, and all questions about the use of the wallets should be directed to the relevant wallet provider.
- 6.4 Card Transactions using a digital wallet can be made with merchants who accept the specific digital wallet.
- 6.5 If the device where a digital wallet storing a Card is enabled is lost or stolen, you must inform us immediately and treat the incident as if the Card has been lost or stolen. Before you sell or dispose of the device, the Card must be removed from the wallet.
- 6.6 You should be alert to any messages notifying you about a Card having been added to a digital wallet and inform Customer Services immediately if you suspect fraud.
- 6.7 The use of a Card in a digital wallet may be suspended by us in certain exceptional situations, to protect the security of the Card. If a Card expires or is terminated, you will no longer be able to use in the wallet.

## **7. Card Security**

- 7.1 You must sign the back of the physical Card as soon as you receive it (if applicable).
- 7.2 You should treat the Card like cash. If a third party gains access to your Card and/or the Security Details, you may lose some or all of your money on the Card, in the same way as if you lost cash.
- 7.3 You must keep the Card and its Security Details (including the PIN) safe by taking appropriate measures, including, but not limited to, the following:
  - (a) never allowing anyone else to use the Card and never sharing the PIN or other Security Details with anyone;

- (b) not carrying the PIN with the Card or recording the PIN where it may be accessed by other people;
- (c) not interfering with any magnetic stripe or integrated circuit (i.e. chip) on the Card;
- (d) complying with any instructions we or London Mutual Credit Union give about keeping the Card and the Security Details safe and secure;
- (e) using only secure internet sites and trusted merchants for making Transactions;
- (f) choosing strong passwords that mix alpha and numeric characters when managing the Card via the User Interface;
- (g) checking ATMs for signs of tampering, e.g. false fronts, before use;
- (h) shredding any personal information or Security Details relating to the Card that could be used by an identity thief; and
- (i) reporting loss, thefts or misappropriation of any Security Details relating to the Card to Customer Services and any relevant organisations to warn them of any potential attempts to commit identity fraud in your name.

7.4 You will never be required to provide the PIN by telephone or on the internet in order to pay for goods or services or carry out any other Transaction. If anyone asks you to reveal a PIN, you should refuse to do so and report the incident to Customer Services.

7.5 PIN may be disabled if an incorrect PIN is entered three (3) times at all ATMs and/or POS. If the PIN is disabled, you should visit the User Interface or contact Customer Services to reactivate the PIN. There may be a twenty-four (24) hour delay in reactivating the PIN.

7.6 You must not under any circumstances send active and/or loaded Card to Us, London Mutual Credit Union or any third party, by post or any other unsecure delivery method.

## 8. Authorising Transactions

8.1 You will need to authorise each Transaction so that we can check it is genuine. For POS Transactions using physical Card, you may be asked

to authorise them by, where applicable: a) typing your PIN, into a POS terminal (i.e. chip and PIN payment terminal); or b) signing a card sales receipt. Transactions up to GBP 100 may from time to time be authorised simply by tapping your physical Card (or mobile device, if an electronic wallet is enabled for the Card) against a contactless POS terminal. However, contactless Transactions above GBP 100 will always require additional authorisation step, for example entering your PIN into the POS terminal.

- 8.2 When you use your Card to make an online purchase, in addition to providing your Card details, you may be asked to confirm your identity. Depending on the authentication technology used, you may be asked to authenticate the Transaction by: (i) something you know, for example, a password; (ii) something you have, for example, a passcode sent to your mobile phone, a card reader or other device generating a one-time passcode; and (iii) something you are, for example using a fingerprint scanner, face recognition or other authentication methods that enable verifying that it is you who is authorising the Transaction. A technology called 3D Secure is often used by merchants to facilitate such secure online authentication, and some technologies will enable you to use the User Interface as part of the Transaction authorisation process. Please note that we are not responsible for any such authentication technologies and we cannot be held liable for anything related to the use of such technologies.
- 8.3 Once a Transaction has been authorised by you, it cannot be cancelled and the time of receipt of a Transaction order is when we receive your authorisation.

## **9. Loss, theft and misuse of cards**

- 9.1 If the Card is lost, stolen, misused or is likely to be misused by a third party or you suspect that someone else may know the PIN or other Security Details or has carried out an unauthorised Transaction, you must stop using the Card and notify Customer Services directly (and block your Card via the User Interface, if such functionality is available). You must do this as soon you become aware of the loss, theft, misappropriation or unauthorised use of the Card or Security



Details. Unless already blocked by you via the User Interface, the Card will be suspended to avoid further losses.

- 9.2 You will be required to confirm details of the loss, theft or misuse to us in writing and you may be asked to assist Us, our agents or the police if the Card is stolen or we suspect the Card is being misused.
- 9.3 Replacement Cards will be sent to the address most recently provided to us as the Card delivery address and may be subject to a fee as set out in the Schedule.
- 9.4 If any reported lost Card is subsequently found it must not be used unless you contact Customer Services first and obtain approval.

## **10. Unauthorised and disputed Transactions**

- 10.1 You must notify Customer Service **as soon as you become aware** of a Transaction that has not been authorised by you in accordance with clause 8.1 above, or if you believe that we have incorrectly executed a Transaction.
- 10.2 We will investigate the circumstances leading to the unauthorised or incorrectly executed Transaction. We may ask you to provide us with supporting information and documentation to help us with our investigation and you agree to cooperate with us.
- 10.3 Subject to the remaining provisions of this clause 10, we will refund the amount of the Transaction (and any applicable fees) and restore the Available Balance to the level it would have been had the Transaction not taken place by the next Business Day after we become aware of an unauthorised or incorrectly executed Transaction, unless we have reasonable grounds for suspecting fraud.
- 10.4 You will not be entitled to a refund in respect of an unauthorised Transaction if the unauthorised Transaction is a result of: (i) fraud committed by you; or (ii) your intentional or grossly negligent failure to comply with the security requirements in relation to your Card (as specified in clause 7 above).

If you are not entitled to a refund as a result of the above and if we have already processed it, we will be entitled to deduct the refund amount from your Available Balance.

- 10.5 You do not have the right to receive a refund of the amount of a Transaction or any other reimbursement from us, unless you have promptly notified us of an unauthorized, unexecuted, or incorrectly executed payment transaction upon detecting it, and in any situation at the latest within 13 months from completing the Transaction in question.
- 10.6 You are responsible for the use of a lost or unlawfully acquired Card or Security Details, if the unauthorized use is due to the following reasons:
- (a) You have surrendered the Card or Security Details to an unauthorised person;
  - (b) You have neglected your obligations related to the use and safekeeping of the Card or Security Details either due to carelessness; or
  - (c) You have failed to promptly notify us, according to these Terms, of the loss, unauthorized possession or use of the Card or Security Details.

In cases referred to in (b) and (c) above your liability for the unauthorized use of the Card is at the most GBP 35 and any refund issued by us would relate to the value of the unauthorised Transaction in excess of GBP 35.

This limitation is not applicable, if you have acted intentionally or with gross negligence, in which case you will bear all the losses resulting from unauthorised use of your Card. However, this provision will not apply, and you will be entitled to a full refund, if the Transaction was caused by acts or lack of action on our side (for example if we failed to block the Card after you notified Customer Services of its loss, theft or misappropriation).

- 10.7 If we have correctly processed a Transaction properly authorised by you but you decide to challenge the Transaction and request a refund, you should contact the merchant who took the payment. If they refuse to issue a refund, we may be able to raise the dispute with the Card

Scheme and if your dispute is successful, the Card Scheme may issue a chargeback to your Card.

All chargeback requests will be handled by us in accordance with the rules of the applicable Card Scheme and we cannot guarantee that chargebacks will be issued. Unless we receive the chargeback sum from the Card Scheme, we will not be required to credit any chargebacks to your Card.

10.8 If you have authorised a merchant whose payment services provider is based in the UK or EEA to take a payment from your Card, you can request a refund if:

- (a) the merchant or their payment service provider did not provide you with the authorized amount of the Transaction when you were asked to authorise the payment (for example because the transaction related to a hire car or hotel and the final amount was not known at the time of authorisation);
- (b) the amount charged to your Card was more than you could reasonably have expected to pay in these circumstances (for example if it is disproportionate to your previous spending or the facts surrounding the payment); and
- (c) you make a refund request within 8 weeks of the date when the payment was charged to your Card. Within 10 Business Days of the date when you make your request (or from the date when we ask for clarification or information regarding your refund request) we will either refund the payment in full or tell you the reasons why we believe you are not entitled to a refund.

However, you will not be entitled to a refund under this clause 10.8 if information about the Transaction was made available to you by the merchant in the agreed manner for at least 4 weeks before the payment due date.

10.9 If we refund or credit any chargeback to your Card in error, we will be entitled to claim the relevant amount back from your Card by deducting it from your Available Balance. We will notify you if we issue any refunds or chargebacks in error.

## 11. Liability

11.1 We will be liable to you for any loss or damage caused to you as a result of our breach of these Terms or the Applicable Laws. However, other than as expressly stated elsewhere in these Terms, we will not be liable to you for any loss or damage which:

- (a) is indirect (unless the indirect loss or damage is due to our negligence). Indirect loss or damage means loss or damage which is difficult to predict, something that is not a normal consequence of our non-compliance with these Terms, for example, loss of revenue or loss arising under another contract (not related to this Card product);
- (b) was caused by third parties or events outside of our (or our agents' or subcontractors') control which we could not have avoided (for example, unavailability of the Card Scheme network, war or industrial action);
- (c) was caused by your breach of these Terms or any Applicable Laws;
- (d) was caused by any goods or services purchased using the Card, if any merchant refuses to accept the Card or if any ATM or other cash withdrawal services provider refuses to accept the Card; or
- (e) was caused by a declined Transaction due to insufficient Available Balance to cover the Transaction amount and any applicable fees.

11.1.2 If a Transaction has not been executed or if it has been executed incorrectly or late, you have the right to be reimbursed by us for any costs deducted from you for the Transaction. Additionally, you have the right to receive compensation from us for any interest you are required to pay due to the non-execution or erroneous or delayed execution of the Transaction.

11.2 Nothing in these Terms excludes or limits our liability for intentionally or with gross negligence failing to execute properly authorised Transactions or executing them incorrectly. Further, nothing in this Clause 11 affects your remedies for unauthorised or incorrectly executed Transactions, as set out in Clause 10.

- 11.3 If the Card is faulty or damaged because of something we have done, we will replace the Card and pay for the postage fees without charging you the replacement fee. The defective Card must be returned to us in that condition by registered post.
- 11.4 You will compensate us for any loss or damage we suffer (including any expenses and costs incurred by us, such as legal fees) as a result of your breach of these Terms (including if you have acted fraudulently, been negligent or have misused the Card or any of the services which we provide to you), if we have to enforce any provisions of these Terms against you (for example if you fail to pay us any sums due to us). You will remain liable even after this agreement is terminated.

## **12. Our suspension rights**

- 12.1 We have the right to refuse to process a Transaction and/or suspend your Card in exceptional circumstances such as:
- (a) we suspect the security of the Card has been compromised in any way or that the Card, PIN or any other Security Details have been, or are likely to be, misused;
  - (b) if we have good reason to suspect that you are behaving fraudulently, you are involved in any unlawful or illegal activity (for example money laundering or terrorist financing), or you are using the Card for any other unlawful purpose;
  - (c) we are required to do so under Applicable Law or where we believe that continued use of the Card may be in breach of Applicable Law;
  - (d) your access to the User Interface has been suspended or terminated, or if your Programme Partner Agreement is terminated;
  - (e) if you commit a serious breach of these Terms (serious breach includes repeated breaches);
  - (f) if we have good reason to believe this is necessary for security reasons (for example any security issues affecting the User Interface or Card processing facilities);

- (g) if any information provided by you is false or incomplete, or if you fail to provide us with information that we reasonably request from you;
- (h) if we have asked you to pay us money you owe us under these Terms and you have failed to do so despite being reminded;
- (i) your agreement with London Mutual Credit Union for the provision of the Linked Account to which this Card is attached is suspended or terminated for any reason;
- (j) you have been declared bankrupt;
- (k) the Card was not activated within the notified activation period; or
- (l) you do not access the Card for the period of time specified in the Card Programme Description as “Unused Card limit”.

12.2 If it would not be in breach of Applicable Laws, we or London Mutual Credit Union will notify you before your Card is suspended, providing you with the reasons for the suspension. We will only re-activate your Card if we are satisfied that the reason(s) for suspension is/are no longer applicable. If we reasonably believe that the reasons for suspension cannot be rectified, we will have the right to terminate these Terms and cancel your Card in accordance with Clause 13.3.

## **13. Cancellation and termination**

13.1 If you have applied for the Card online, you can cancel your Card and terminate this agreement, without charge, within 14 days from the date your application for the Card has been approved. To cancel your Card, you should contact Customer Services.

13.2 These Terms may be terminated at any time by you by sending at least thirty (30) days' written notice to Customer Services.

13.3 We can terminate these Terms by sending you at least two (2) months' written notice. We or London Mutual Credit Union on our behalf will notify you about the reasons why we decided to terminate these Terms. Our notice may be delivered to you by London Mutual Credit Union on our behalf, including via the User Interface.

- 13.4 We can also terminate these Terms on shorter notice (or without notice if Applicable Laws prevent us from making a notification) in the following exceptional circumstances:
- (a) We are not permitted to process any Transactions under Applicable Laws;
  - (b) the Linked Account operated for you by London Mutual Credit Union is required to be closed under Applicable Laws;
  - (c) We reasonably believe that the Card is being used or is likely to be used in connection with a serious crime; or
  - (d) A Regulatory Authority requires us to terminate these Terms.
- 13.5 Termination of these Terms will mean that the Card is cancelled.
- 13.6 Once a Card has been cancelled, expired or if it is found after it has been reported as lost or stolen, you must destroy it by cutting it in two through the magnetic strip and chip.
- 13.7 If an expired Card is not renewed, this agreement will terminate automatically on the Card expiry date. An expired Card will be renewed automatically if London Mutual Credit Union Agreement and/or any other relevant Linked Account agreements are valid, and you have complied with these Terms, London Mutual Credit Union Agreement and any other relevant Linked Account agreements. The renewed card can be delivered by mail. We have the right not to renew the Card.

## **14. Funds redemption**

- 14.1 As explained in Clause 3, electronic money issued by us will be used to settle Transactions made using the Card with the Card Scheme. This process normally occurs within 1 Business Day from the date of receipt of request from the Card Scheme, which is also the moment when electronic money is issued. You will not be able to redeem (i.e. request cash from us) electronic money issued pending settlement of a Transaction, as at this point the payment you made using your Card is in the process of being executed to make sure that the merchant who provided you with the goods or services you paid for using the Card (or ATM operator) receives payment for their services.

- 14.2 If you receive a refund or chargeback to your Card resulting in an increase in your electronic money balance, we will transfer the corresponding amount to your Linked Account and the funds will increase your Available Balance on the Linked Account. We will not make these funds available to you by any other transfer or cash method, unless there are exceptional circumstances making it impossible to transfer the funds to your Linked Account.
- 14.3 If you are entitled to a redemption of electronic money under these Terms, you must make a request within 6 years from the date of termination of this agreement. We can refuse any redemption requests made after 6 years from the date of termination of this agreement. Please note that any funds transfers may be subject to due diligence checks (including in relation to the nominated bank account) and may be prevented in exceptional circumstances if transfer would be in breach of Applicable Laws.
- 14.4 We may charge a redemption fee, if such fee is specified in the Schedule, if you request redemption of any funds held on a Card. However, we will not charge any redemption fees if your redemption request is made after termination of these Terms (or the Card, as applicable), up to one (1) year after such termination.

## **15. Data Protection**

- 15.1 We are the data controller of your Personal Data associated with the application for and use of the Card and will collect certain information about the purchaser and the users of the Card in order to operate the Card Programme. Your provision of your Personal Data and our processing of that data is necessary for us to carry out our obligations under these Terms. If you fail to provide the Personal Data which we request, we may be unable to continue to provide our services to you and may refuse to accept your Card application or activation, or take steps to terminate these Terms.
- 15.2 By accepting these Terms, you give your explicit contractual consent for us to process your Personal Data to the extent necessary to issue the Card and provide payment services related to the Card (including processing and executing Card Transactions). This contractual consent



is based on the Payment Services Regulations 2017 (as amended). This clause is without prejudice to (i.e. it does not affect) our rights to otherwise process your Personal Data on the legal bases described in our Privacy Notice (available at: <https://enfuze.com/privacy-and-data-protection/>).

We will manage and protect your Personal Data in accordance with all applicable data protection laws. For full and comprehensive information about when and why we collect personal information about you, how we use it and the conditions under which we may disclose it, please refer to our Privacy Notice which is provided to you at the time we collect your Personal Data and which is available on the following website: <https://enfuze.com/privacy-and-data-protection/>.

## **16. Amendments to these Terms**

- 16.1 If we need to make any changes to these Terms, we will ask London Mutual Credit Union to notify you of the new Terms, or will contact you directly, at least two (2) months before we implement the changes (“**Change Notice**”).
- 16.2 If we need to introduce changes that are less favourable to you than the Terms to which you agreed when you applied for the Card, and you do not agree to such new Terms, you can notify Customer Service that you reject the proposed new Terms. You must notify Customer Service before the expiry of the Change Notice, i.e. before the date when we propose to implement the new Terms. If we do not hear from you before such date, we will assume that you have accepted the changes, and you will be deemed to have accepted the new Terms.
- 16.3 If you reject the new Terms, this will mean that you terminate this agreement and cancel the Card. You will not be charged anything for terminating this agreement in these circumstances.

## **17. General**

- 17.1 By accepting these Terms, you consent to and agree that this agreement and all information and notices relating to the services provided to you under this agreement are in the English language.

- 17.2 The English language version of these Terms will prevail over any other language version which we may issue from time to time.
- 17.3 All notices and communications between you and us will be in English. If we need to notify you of anything, we will normally communicate with you via London Mutual Credit Union. We may also use your email address or home address to send you any notifications or communications. You should send all notices or communications via User Interface or contact the Customer Services in the first instance. You are responsible for the costs imposed on you by your internet or telephone provider. If you need to send a notice or communication to us directly, you can do so by email at [complaints@enfuce.com](mailto:complaints@enfuce.com).
- 17.4 Nothing in these Terms will be interpreted as giving any third party any benefits or rights, including the right to enforce these Terms.
- 17.5 If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms will not be affected.
- 17.6 These Terms set out the entire agreement between you and us.

## **18. Complaints**

- 18.1 The Card Programme is managed by London Mutual Credit Union. Should you wish to contact us or complain about any aspect of our service please contact Customer Services.
- 18.2 If having received a response from the Customer Services team you are unhappy with the outcome you can escalate your complaint to us at [complaintsuk@enfuce.com](mailto:complaintsuk@enfuce.com).
- 18.3 We will make every effort to reach a resolution to your complaint, if we are unable to resolve your issue to your satisfaction we will explain the reasoning behind our decision.
- 18.4 In the unlikely event that we are unable to resolve your issue you have the right to refer your complaint to the Financial Ombudsman Service (phone: 0800 023 4567, website: <https://www.financial-ombudsman.org.uk/consumers/how-to-complain>).

## **19. Law and Jurisdiction**

- 19.1 These Terms and any disputes, which arise under it, will be exclusively governed and construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of English courts or, the court of your place of permanent residence (in any other part of the United Kingdom). This clause does not affect any rights you may have under any mandatory local laws in the country of your residence.

## Schedule

Unless specifically stated otherwise, words and expressions in this Schedule have the same meaning and interpretation as defined in the Terms.

### Customer Services

The Customer Service can be contacted via the methods below:

- a. By telephone on Business Days between 9am and 5pm GMT):  
+44 (0)20 3773 1751
- b. By e-mail: [help@creditunion.co.uk](mailto:help@creditunion.co.uk)
- c. On the User Interface: <https://online.creditunion.co.uk/> or via the London Mutual Credit Union mobile application

Please note that we and London Mutual Credit Union reserve the right, after having informed you at the time of the call, to monitor/record the conversations between you and Customer Services for quality assurance purposes.

### Transaction Fees

All payments made using your Card will be in the Denominated Currency. If a Card is used to pay for goods and services in a different currency to the Denominated Currency, the amount payable will be converted at the Card Scheme conversion rate.

In order to allow you to compare charges for currency conversion, you can view the real-time percentage difference between the amount that will be charged on your Card for a foreign currency Transaction (consisting of the mark-up applied by the Card Scheme as well as the surcharge referred to below) and the latest available euro foreign exchange rates issued by the European Central Bank. You can view this information in the FAQs on the User Interface.

Note that exchange rates can fluctuate and that they may change between the time when the Transaction is made and the time when it is settled and billed to you. You agree that any change to the exchange rate may be applied immediately and without notice to you.

## FX Fees

<b>Foreign Exchange transactions</b> Additional fee on FX transactions	2.99%
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<sup>(1)</sup> Note: some merchants, in some countries, may charge an additional fee for payment by card. These fees, which are set by the merchant, will be notified to you at the time of purchase.

## Card Fees

Issuing Fees	Fees (£ GBP)
Card Fee (for first card issued)	Free
<b>Transaction Fees and usage</b>	
ATM withdrawal (exclusive of ATM operator fees)	£1 per withdrawal
<b>Miscellaneous Fees</b>	
Redemption of Available Balance fee	£35
Card Replacement Fee (where card is lost, stolen, misappropriated, subjected to unauthorised use or for any other reason)	£5
<b>Recurring Fees</b>	
Monthly fee*	A maximum of £12.40**
* The Monthly fee will be charged even if the Card is inactive (i.e. it has not been used) or the Card has expired, as long as there is a balance on the Card.	
** The Monthly fee applicable to your Card will be provided when you sign up on the User Interface.	
Please note that applicable taxes or other government charges or levies may be added to the above Fees.	

## Chargeback Fees

Refund handling fee (Fee applicable only if chargeback / refund request is not valid)	£35
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## Web Services Fees

Activation	Free
Obtain the details of all Transactions	Free
Retrieve and print statements	Free
Block or unblock your Card	Free

## Card Limits

Limit Type	Frequency	Amount
Min. Initial Load Value	per transaction	£10,000
Max. Load Value	per transaction	£10,000
Max. Total Balance	per card	£100
Max. Number POS (#)	1 day	15
Max. Value POS	1 day	£10,000
Max Number ATM (#) withdrawals	1 day	10
Max Value ATM withdrawals	1 day	£300

## Restricted Merchant Categories

Transactions at the following merchant categories will be declined automatically:

- 4829 - Money orders and wire transfers
- 6012 - Financial Institutions – Merchandise and Services
- 6051 Non-Financial Institutions – Foreign Currency, Money Orders (not wire transfer) and Travellers Cheques
- 6211 - Securities— Brokers/Dealers
- 6540 - POI Funding Transactions (Excluding MoneySend)
- 7273 - Dating and escort services
- 7995 - Gambling
- 7800 - Government-Owned Lotteries
- 7801 - Government Licensed Casinos (Online Gambling)
- 7802 - Government Licensed Horse/Dog Racing



