



Terms &  
Conditions

**of your Flexible Credit Account**  
(valid for Commodo, Forces Finance  
and Salaryflex accounts)

**and the use of your Mastercard Debit Card**  
(applicable to Commodo and  
Forces Finance accounts)

**Effective 20 April 2021**

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**Terms and conditions of your  
Flexible Credit account (Commodo,  
Forces Finance and Salaryflex)**

## **About this agreement and your account**

### **1. ABOUT THIS AGREEMENT**

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**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.
- d. It covers the following London Mutual Credit Union flexible credit accounts – Commodo, Forces Finance and Salaryflex.

**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 will 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** the **member** means the member the account is in the name of.

- c. **Account** means your Commodo, Forces Finance or Salaryflex flexible credit account, provided by London Mutual Credit Union.
- d. **Commodo debit card** means a MasterCard debit card attached to your Commodo credit account provided to you by London Mutual Credit Union.
- e. **Forces Finance debit card** means a MasterCard debit card attached to your Forces Finance credit account provided to you by London Mutual Credit Union.
- f. **Loan** means the sums owed by you on the flexible credit account.

## **2. HOW THE AGREEMENT BETWEEN YOU AND LONDON MUTUAL CREDIT UNION IS MADE**

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**2.1** – To qualify for a Commodo flexible credit account, you must be a member of London Mutual Credit Union and employed by one of the Payroll Deduction providers we work for, excluding Ministry of Defence (for an up-to-date list of the participating organisations please see [creditunion.co.uk/salary-deduction](http://creditunion.co.uk/salary-deduction)).

To qualify for a Forces Finance account, you must be a member of London Mutual Credit Union and a serving member of the UK armed forces, or receiving pension from the Ministry of Defence (MOD).

To qualify for a Salaryflex flexible credit account, you must be a member of London Mutual Credit Union and employed by one of the Payroll Deduction providers we work for ([creditunion.co.uk/salary-deduction](http://creditunion.co.uk/salary-deduction)).

**2.2** – The credit union will approve the revolving limit and repayment terms of the account based on your ability to repay which will be assessed by us and include checks with Credit Reference Agencies (see section 19 below on what we will check and what we will do with the information received).

**2.3** – Interest rates applicable to the account are set out in the Fees and Charges Schedule. we may change the interest rate from time to time but we will give you a minimum of 30 days' notice before we do so, if the change is to your disadvantage.

**2.4** – We may offer a different product from the one you applied for, based on our Policies and an

assessment of your current circumstances. we will inform you of this decision, providing the relevant Terms and Conditions and will seek your explicit agreement for the new product offered.

**2.5** – Once your application to open an account has been approved, you will be required to sign a Loan Agreement. The agreement between us will come into existence when you sign the Loan Agreement.

**2.6** – In certain circumstances we may ask you to deposit money into your account to cover the first repayment.

**2.7** – You may repay the outstanding balance of the account at any time without incurring any penalties.

## **3. WHEN CAN WE TRANSFER OUR RIGHTS UNDER THIS AGREEMENT TO OTHERS?**

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**3.1** – We may transfer our rights and our responsibilities under this agreement. We will 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 will tell you about any transfer and when it will take effect and you agree that we will be released from all responsibilities from that date.

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

## **4. WHAT LAW APPLIES TO THIS AGREEMENT?**

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**4.1** – 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.

## **5. TAX REPORTING**

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**5.1** – 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.

## **6. REPORTING PROBLEMS AND HOW WE CONTACT EACH OTHER**

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**6.1** – You must use the contact details at the back of this booklet to give us any notices, such as to report an unauthorised payment or possible loss, theft or unauthorised use of a payment device (if applicable) or security details; if your card has been retained by an ATM (if applicable); if your financial circumstances have changed or are about to change 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).

**6.2** – We will contact you and give you notices using the most recent details you have given us.

### **Please Note**

Wherever in this agreement we say we will contact you, we will use post, telephone or any electronic or digital message (including internet, email and text message) as appropriate. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee. You must tell us immediately of any change of address or other contact details. We may ask for evidence of the change.

## **Using your account**

## **7. WHAT ARE THE FLEXIBLE CREDIT ACCOUNTS?**

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### **What are the Commodo and Forces Finance flexible credit accounts with a debit card attached?**

**7.1** – The Commodo or Forces Finance flexible credit account with a debit card attached is a revolving loan with a pre-approved limit. It has the additional benefit of a debit card attached to it for easier access to the funds. You can use your debit card to make purchases up to your pre-agreed limit.

### **What is a Commodo or Forces Finance debit card?**

**7.2** – The Commodo or Forces Finance Debit Card is a MasterCard Debit Card and a separate product to the flexible credit account. Please refer to page 18 of this booklet for the terms and conditions relating to the debit card.

### **Is this a credit card?**

The Commodo or Forces Finance Debit Card is a debit card and is not a credit card.

### **What is the Salaryflex flexible credit account?**

**7.3** – Salaryflex credit account is a revolving loan with a pre-approved limit. You can transfer all or some of the funds to an account of your choice via mobile or online banking whenever you need to use them. Alternatively, you can use the SMS service to request up to £250 per day to be sent via faster payments to an account which you provide during application. In both cases, funds will usually reach your account within two hours, subject to the limitations set out in Section 24.

**7.4** – Repayments will be taken directly from your salary via payroll deduction. The repayments will be the same every month regardless of how you use the card, calculated at a minimum of 1/18th of your overall revolving limit plus interest and subject to affordability assessment (please see Section 8).

### **Example**

#### **Your approved credit account limit is £2,000.**

Your minimum monthly payment would be approximately £130 per month.

**7.5** – You can withdraw cash at branch from your Salaryflex, Commodo or Forces Finance account, subject to any cash withdrawal fees, as specified in the Fees and Charges Schedule.

## **8. MONTHLY REPAYMENTS**

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**8.1** – Once your application is approved, you will be required to set up a payroll deduction from your salary, which will be credited to your account. The monthly deduction will be the same every month, equal to a minimum of 1/18th of your approved revolving limit.

**8.2** – We recommend that you save a minimum of £10 per month while the loan is repaid which will also be included in the monthly payroll deduction. The amount you choose to save will be credited to your Membership savings account and kept separately. If you want to stop or change the amount you save, you have to inform us in writing at least 20 days before your next salary is due, to enable us to process your request.

**8.3** – If your monthly payment covers more than your loan balance, the additional funds you have paid in will be kept in your account as a positive balance (subject to clause 10 below).

### **How does payroll deduction work?**

When you apply for an account, we will ask for details including your National Insurance number. If you work for one of the organisations with whom we have a partnership, we will then provide your details to their payroll department, who will arrange the deduction on your behalf. For an up-to-date list of the participating organisations please see [creditunion.co.uk/salary-deduction](http://creditunion.co.uk/salary-deduction).

The deduction will usually appear on your payslip alongside national insurance, income tax, pension and any student loan repayments.

### **Please note:**

The monthly Payroll deduction will be credited to your account on the date we receive it from your employer, which may be up to 4 weeks after your pay date. London Mutual Credit Union cannot be held responsible for any delay in receiving the deductions from your employer. If your employer fails to send the deduction on time to make the loan repayment when it falls due, you may be liable to pay additional interest.

## **9. MAXIMUM REVOLVING LIMIT**

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**9.1** – The maximum pre-agreed revolving limit is

set out in the Credit Union's Loan Policy and is subject to change from time to time.

## **10. MAXIMUM POSITIVE BALANCE YOU CAN KEEP ON YOUR DEBIT CARD**

*(applicable to Commodo and Forces Finance accounts)*

**10.1** – In order to protect you and the credit union and to minimise potential fraud, we have set a maximum positive balance that can be kept on your debit card at any one time. Currently 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 (a savings account not connected to the card) 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.

## **11. HOW DO WE CONFIRM THAT WE'RE AUTHORISED TO TAKE ACTION ON YOUR ACCOUNT?**

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### **How do we check your identity?**

**11.1** – We will 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;
- d. by confirming the security details used with Telephone, Mobile and Online Banking or;
- e. by verifying your identity and address electronically via a credit reference agency enquiry. In future, we may add other ways of checking we are dealing with you.

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

**11.2** – 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.

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

**11.4** – 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.

## **12. WHAT MUST YOU DO TO KEEP YOUR ACCOUNT SECURE?**

**12.1** – 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 will 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' on page 17.

**12.2** – If someone else tries to access your account using a payment device or security details, you must contact us as soon as possible. we will 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.

**12.3** – If you find a payment device 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.

## **Payments and giving you information about your account**

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.

## **13. PAYMENTS INTO YOUR ACCOUNT**

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### **General**

**13.1** – We will take the regular monthly payments directly from your wages or salary via payroll deduction.

### **Please Note:**

This account is available to payroll members only. If you are no longer employed by one of our payroll deduction partners, We have the right to convert our account to a regular loan and deactivate your debit card with immediate effect. You will continue to make your regular monthly payments via the new agreed repayment method until the loan is repaid.

**13.2** – 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**

**13.3** – 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.

**13.4** – 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.

**13.5 –** If you do not have enough money in your account when we take a mistaken payment out of it, you will not be liable for any informal overdraft fees that you would have paid as a result.

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

## Payments in

**13.7 –** The table below shows:

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

Payment in	When you can use them
Internal transfer between accounts held with London Mutual Credit Union Or	Immediately
Cash at one of our branches during opening hours	
Payroll deduction	Upon receipt of the funds from the Payroll provider
Direct Debit	On the agreed date
Faster payment from external bank account	Within two hours (if the payment is received after the close of business or on a non business day, it will credit the account on the next business day).

## 14. MAKING PAYMENTS FROM YOUR ACCOUNT

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### How we decide whether to make a payment

**14.1 –** We will make a payment from your account if you ask us to unless:

- you do not have enough available funds in your account;
- we know that the account details or reference details you give us are incorrect;
- you are seriously or repeatedly in breach of these conditions;
- you have not provided any extra identification that we have reasonably asked for;
- the payment exceeds a particular amount;
- we suspect fraudulent or criminal activity;
- there has been, or we suspect, a breach of security or misuse of your account, security details or a payment device; or
- we reasonably believe that doing so would cause us to breach our legal or regulatory obligations.

**14.2 –** If we refuse to make a payment, we will let you know why as soon as we reasonably can, unless the law or any regulation prevents us from doing so. If we are not able to tell you in advance then we will 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).

**14.3 –** 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 is necessary because of:

- 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);
- suspected fraudulent or criminal use of the payment device; or
- security concerns (for example, if we know or suspect that your payment device and/or security details have been misused).

**14.4 –** If we block or suspend the use of a payment device, we will 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.

**14.5** – 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.

**14.6** – 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**

*(Applicable to Commodo and Forces Finance accounts).*

**14.7** – You can withdraw cash by using a cash machine. There is a daily limit on the amount you can pay or get in cash from a cash machine. We will tell you what it is when we send your debit card. There may be a fee for this service, please refer to the Fees and Charges schedule.

### **Payments by card**

*(Applicable to Commodo and Forces Finance accounts).*

**14.8** – If you use your card to withdraw cash or to make a payment, we will 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.

**14.9** – If you use your card for a transaction (e.g. a cash withdrawal or a payment) in a currency other than sterling, we will 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). Exchange rates vary daily, so the rate may differ from what it was when the transaction took place. We will not charge fees for transactions in a currency other than sterling for up to 30 days in a 12-month period. For transactions made abroad above the 30-day free period, charges may apply. You can find our charges in the Fees and Charges Schedule.

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

## **15. CANCELLING OR CHANGING PAYMENTS**

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**15.1** – You cannot change or cancel a payment that you have asked us to make immediately. This includes card payments.

**15.2** – If you want to cancel a regular card payment (Continuous Payment Authority) (applicable to Commodo and Forces Finance accounts) or any other future dated payment, you must call us by 4pm on the business day before the payment is due to be made. If you do cancel a regular card payment (applicable to Commodo and Forces Finance accounts), you should also tell the organisation or retailer that collects the payment so that they can cancel or change it as well.

**15.3** – If you cancel a regular card payment (applicable to Commodo and Forces Finance accounts), in certain circumstances it may not be possible for us to stop any subsequent payments coming out of your account. If this happens, we will treat the payment as unauthorised and give you an immediate refund.

**15.4** – If you cancel a regular card payment for a subscription service (applicable to Commodo and Forces Finance accounts), 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.

**15.5** – We may charge a small administration fee if you cancel a regular card payment (applicable to Commodo and Forces Finance accounts). 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.

## **16. STATEMENTS**

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**16.1** – To help you keep track of your money, we will provide you with a quarterly written statement. We can also provide statements on your request.

**16.2** – 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 will also be able to get these details through our Mobile or Online Banking services.

**16.3** – If you have opted for paperless statements, your statements will be available to view and download from your online banking.

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

**16.5** – You can contact us for more information about any transaction on your account.

## **Revolving credit, interest and charges**

### **17. REVOLVING CREDIT AND CONVERTING IT TO A REGULAR LOAN**

**17.1** – Your account provides a flexible revolving credit up to a pre-approved limit. The outstanding amount ('loan') together with the interest will be repaid by equal monthly repayments directly from your wages or salary.

**17.2** – If you ask, we may convert your account to a regular loan. This means that we will deactivate your debit card (applicable to Commodo and Forces Finance accounts), and you will not be able to borrow more using the revolving loan facility. The outstanding loan balance at the time of converting your account will be repaid from your regular monthly payroll deductions. The interest rate you pay will remain the same and you will not incur any additional charges for converting to a regular loan.

**17.3** – Applicable to Commodo and Forces Finance accounts. If you don't activate your debit card upon receipt, we may write to you to remind you to activate the card within 1 month of receiving the notification. We may contact you by email, letter or SMS. If you haven't activated your debit card within the specified time period, we may deactivate your card and/or convert your account to a different product suitable for your circumstances to prevent fraud and safeguard the money in your account.

**17.4** – We reserve the right to deactivate your card (applicable to Commodo and Forces Finance accounts), and convert the account to a regular loan in accordance with these Terms & Conditions (as specified in clauses 13.1, 20.3 and 22.2).

## **18. INTEREST AND CHARGES**

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**18.1** – We may require you to pay interest and charges. We will calculate any interest daily on your outstanding debit balance.

**18.2** – The interest rates payable by you and charges that apply to the account are set out in the Fees and Charges Schedule. You can also find out our rates and charges in branch, by calling us or visiting our website.

**18.3** – If your account balance goes above the agreed revolving limit for any reason we may charge a higher interest rate on the balance above the revolving limit, as per the Fees and Charges Schedule. This will be up to the maximum of 2.6% APR.

### **Debit interest**

**18.4** – 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 add interest to your account balance each month and we charge interest on the debit balance on a daily basis.

## **The use of credit reference agencies**

### **19. PERSONAL INFORMATION AND CREDIT REFERENCE POLICY**

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**19.1** – When you apply to us to open an account, the London Mutual Credit Union will:

- a. check our own records for information on:
  - i. your personal accounts;
  - ii. and, if you have one, your financial associates' personal accounts;
  - iii. if you are an owner, director or partner in a small business we may also check on your business accounts.

### **In these terms:**

- A "financial associate" will be someone with whom you have a personal relationship that creates a joint financial unit in a similar way to a married couple. You will have been living at the same address at the time. It is not intended to include temporary arrangements such as students or rented flat sharers or business relationships. Financial associates may "break the link" between them if their circumstances

change such that they are no longer a financial unit. They should apply for their credit file from a credit reference agency and file for a "disassociation".

- A "small business" is defined as an organisation, which might be sole trader, partnership or a limited company, that has three or less partners or directors.
- Credit reference agencies may "link" together the records of people that are part of a financial unit. They may do this when people are known to be linked, such as being married or have jointly applied for credit or have joint accounts. They may also link people together if they, themselves, state that they are financially linked.

b. search at credit reference agencies for information on:

- i. your personal accounts;
- ii. and, if you are making a joint application now or have ever done the following we will check your financial associates' personal accounts as well:
  - previously made joint applications
  - have joint account(s);
  - are financially linked;
- iii. very occasionally if there is insufficient information to enable us to assist you, we may also use information about other members of your family;
- iv. if you are a director or partner in a small business we may also check on your business accounts;

c. search at fraud prevention agencies for information on you and any addresses at which you have lived and on your business (if you have one).

**19.2 – What we do with the information you supply to us as part of the application:**

- a. Information that is supplied to us will be sent to the credit reference agencies.
- b. If you give us false or inaccurate information and we suspect or identify fraud we will record this and may also pass this information to fraud prevention agencies and other organisations involved in crime and fraud prevention.
- c. Your data may also be used by us to offer you other products, but only if you have given your

permission. That will be on the front of any form that you have completed.

**19.3 – With the information that we obtain we will:**

- a. assess this application for credit and/or;
- b. check details on applications for credit and credit related or other facilities
- c. verify your identity and the identity of your spouse, partner or other directors/partners and/or;
- d. undertake checks for the prevention and detection of crime, fraud and/or money laundering.
- e. we may use scoring methods to assess this application and to verify your identity.
- f. manage your personal and/or business account (if you have one) with ourselves.
- g. undertake periodic statistical analysis or testing to ensure the accuracy of existing and future products and services.
- h. Any or all of these processes may be automated.

**19.4 – What we do when you have an account:**

- a. Where you borrow or may borrow from us, we will give details of your personal and/or business account (if you have one), including names and parties to the account and how you manage it/them to credit reference agencies.
- b. If you borrow and do not repay in full and on time, we will tell credit reference agencies.
- c. We may make periodic searches of our own group records and at credit reference agencies to manage your account with us, including whether to make credit available or to continue or extend existing credit. We may also check at fraud prevention agencies to prevent or detect fraud.
- d. If you have borrowed from us and do not make payments that you owe us, we will trace your whereabouts and recover debts.

**What Credit Reference and Fraud Prevention Agencies do**

**19.5 – When credit reference agencies receive a search from us they will:**

- a. carry out a pre-application check of your credit file using QuickCheck. You will be able to see the search on your file but it will not be

visible to other organisations. This means there is no impact to your credit rating.

- b. link together the records of you and anyone that you have advised is your financial associate including previous and subsequent names of parties to the account. Links between financial associates will remain on your and their files until such time as you or your partner successfully files for a disassociation with the credit reference agencies.
- c. supply to us:
  - i. credit information such as previous applications and the conduct of the accounts in your name and of your associate(s) (if there is a link between you – see 1b above) and/or your business accounts (if you have one).
  - ii. public information such as County Court Judgments (CCJs) and bankruptcies
  - iii. Electoral Register information.
  - iv. fraud prevention information.

**19.7 –** When information is supplied by us, to them, on your account(s):

- a. Credit reference agencies will record the details that are supplied on your personal and/or business account (if you have one) including any previous and subsequent names that have been used by the account holders and how you/they manage it/them.
- b. If you borrow and do not repay in full and on time, credit reference agencies will record the outstanding debt.
- c. Records shared with credit reference agencies remain on file for 6 years after they are closed, whether settled by you or defaulted.

**19.8 –** How your data will NOT be used by credit reference agencies:

- a. It will not be used to create a blacklist.
- b. It will not be used by the credit reference agency to make a decision.

**19.9 –** How your data WILL be used by credit reference agencies:

- a. The information which we and other organisations provide to the credit reference agencies about you, your financial associates and your business (if you have one) may be supplied by credit reference agencies to other organisations and used by them to:

- i. prevent crime, fraud and money laundering by, for example, checking details provided on applications for credit and credit related to other facilities
- ii. check the operation of credit and credit related accounts
- iii. verify your identity if you or your financial associate applies for other facilities.
- iv. make decisions on credit and credit related services about you, your partner, and other members of your household or your business.
- v. manage your personal, your partner's and or business (if you have one) credit or credit related account or other facilities.
- vi. trace your whereabouts and recover debts that you owe.
- vii. undertake statistical analysis and system testing.

**19.10 –** How your data may be used by fraud prevention agencies:

- a. The information which we provide to the fraud prevention agencies about you, your financial associates and your business (if you have one) may be supplied by fraud prevention agencies to other organisations and used by them and us to:
  - i. prevent crime, fraud and money laundering by, for example;
    - checking details provided on applications for credit and credit related or other facilities.
    - managing credit and credit related accounts or facilities.
    - cross-checking details provided on proposals and claims for all types of insurance.
    - checking details on applications for jobs or when checked as part of employment.
  - ii. Verify your identity if you or your financial associate applies for other facilities including all types of insurance proposal and claims.
  - iii. Trace your whereabouts and recover debts that you owe.
  - iv. Conduct other checks to prevent or detect fraud.
- b. We and other organisations may access and

use from other countries the information recorded by fraud prevention agencies.

c. Undertake statistical analysis and system testing.

**19.11** – Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 2018 and the General Data Protection Regulation 2018.

**19.12** – Your data may also be used to offer you other products, but only where permitted.

### **How to find out more**

If you would like to request a copy of the Credit Reference Agency Information Notice (CRAIN) please email [loans@creditunion.co.uk](mailto:loans@creditunion.co.uk) or visit [www.creditunion.co.uk](http://www.creditunion.co.uk) and select the CRAIN's document from the downloads portal.

You can contact the CRAs currently operating in the UK; the information they hold may not be the same so it is worth contacting them all. They will charge you a small statutory fee.

- TransUnion (formerly CallCredit), Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0330 024 7579
- Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0845 603 3000 or log on to [www.myequifax.co.uk](http://www.myequifax.co.uk)
- Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0344 481 8000 or log on to [www.experian.co.uk](http://www.experian.co.uk)

## **Repayment difficulties and default**

### **20. IF YOU ARE FINDING IT DIFFICULT TO MAKE YOUR REPAYMENTS**

**20.1** – You must let us know immediately if you have difficulty making a regular monthly repayment. There are different ways in which we can help you, for example we can give you one month repayment holiday within a 12-month period if you ask us to do so in writing. If we do that we will reimburse your monthly repayment but interest will continue to accrue during the repayment holiday.

**20.2** – You agree that if you give or receive notice

of termination of your employment you shall advise us immediately.

**20.3** – You agree that should you fail to make payment of any amount due to us, or should your employment end for whatever reason, or should you set up an Individual Voluntary Arrangement, become bankrupt or enter into a debt management plan, we will deactivate your debit card (applicable to Commodo and Forces Finance accounts), and convert your account to a regular loan with immediate effect. The entire balance outstanding will immediately become due and payable and we shall have the right to recover any sums due to us from your final wage or salary payment, including redundancy monies, severance payments, expenses and any other sums due to you.

**20.4** – You assign to us all paid shares and payments on account of shares held with us which you have, or which you may have in the future, in any account held within the Credit Union, as security for payment of the balance outstanding and also interest and expenses which may be due or become due, and you authorise us to apply any or all such paid shares or payments on account of shares towards the satisfaction of any amount which you owe us.

**20.5** – If you are an employee of any payroll deduction employer within our common bond and you have failed to pay the amount due to us, you authorise your employer to deduct, on the termination of your employment for whatever reason, any amount due and payable to us from your final wage or salary, including from any redundancy money or expenses which are due to you, and pay such amount to us.

**20.6** – You will be required to repay our costs, charges and expenses of whatever nature if we are required to take any action to obtain the repayment of all sums due under the Loan Agreement and such sums will be added to the debt on an indemnity basis.

**20.7** – You are aware that the Loan Agreement is a legally binding contract and that if you fail to comply with any of its terms, and terms under these Terms and Conditions, you may render yourself liable to further action, which may include Court action. You will be required to repay our legal expenses and administration charge if we

require taking Court action to obtain repayment of all sums due under the Loan Agreement.

**20.8** – If you defaults on repayments, information about their outstanding loan may be passed on to the Department for Work and Pensions (DWP) for their consideration of deductions from the benefits that you are currently or will become entitled to. DWP ALRN 01.

## Changing these terms and ending this agreement

### 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 will 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 do not want to accept the change.

## 21. CHANGES

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### When we can make changes

#### 21.1 – 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:

- our underlying costs; or
- 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
- 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 will not make changes to cover the same cost twice.

### How we can make changes

**21.2** – If we increase interest rates we pay you, or decrease interest rates you pay:

- the new rate will apply immediately; and
- within the next 30 days we will 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.

**21.3** – We will give you at least one month's notice before we make any other changes.

**21.4** – We will ask you to sign a new agreement to agree to the change, but if you do not want to agree to the change, you can repay the outstanding amount and close your account without paying any extra charges or interest, at any time until the change takes effect. If you do not sign the new agreement or close your account we will convert your account to a regular loan and we will deactivate your debit card (if applicable). You will continue to make your regular monthly payments from your payroll deduction until the loan is repaid.

## 22. ACCOUNT REVIEW

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**22.1** – We will review your account from time to time either on your request or where we deem it necessary to do so. This may mean that we increase or reduce your revolving credit limit and/or your monthly repayments.

**22.2** – If we find that you make no attempts to clear the loan or if you maintain the balance at your maximum revolving limit for more than three months, we may take appropriate measures. For example we may decide to temporarily stop your further borrowing and/or (applicable to Commodo and Forces Finance accounts) put a temporary block on the debit card until you have cleared

some or all of the outstanding loan balance, or to deactivate the debit card (applicable to Commodo and Forces Finance accounts), and convert the outstanding balance to a regular loan with immediate effect.

## **23. ENDING SERVICES AND CLOSING YOUR ACCOUNT**

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### **Cancellation rights**

**23.1** – Under the Financial Services (Distant Marketing) Regulations 2004 you have 14 days from the commencement to cancel your agreement. You will have to repay all money lent to you within 14 days. If repayment is not made within 14 days, interest will be charged at the rate stated on the Loan Agreement.

### **Closing your account by giving notice**

**23.2** – You can end this agreement and close your account at any time by telling us.

**23.3** – 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 are no longer eligible for an account or service or the product is no longer available.

**23.4** – Any benefits or services linked to your account will stop on the date we close your account, unless we tell you they will end earlier. Any outstanding balance which is not repaid at the date of the account closure will be converted to a regular loan with the same interest rate. You will continue to make your regular monthly payments from your payroll deduction until the loan is repaid.

### **Immediate closure of your account**

**23.5** – 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 or the terms of your Loan Agreement;
- b. you or any other authorised signatory are made bankrupt or enter into an Individual Voluntary Arrangement after you open an account; or

are the subject to Court action which has the effect of taking away from your control of the whole or a substantial part of your assets.

- c. you or any other authorised signatory 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.
- d. you have become incapable in law of managing your own affairs. Should we terminate the Loan Agreement or should you default, we are entitled to the repayment of the whole sums due under the Loan Agreement and may retain any monies we hold for you in any other type of account and apply the said monies held on or towards payment of the balance outstanding in terms of the Loan Agreement.

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

**23.6** – When you or we close your account we will 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 will continue to apply interest and charges until the date the account is closed.

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

**23.8** – 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?**

**23.9** – If you have not used your account for two months after opening it, we may deactivate the card (applicable to Commodo and Forces Finance accounts), and close the account. we will give you one month's notice before doing so.

## **What Happens If Something Goes Wrong?**

### **24. LIABILITY FOR LOSSES**

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**24.1** – We will not be responsible for any losses you may suffer if we cannot perform our obligations under this agreement as a result of:

**24.2** – Any legal or regulatory requirements;

**24.3** – 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.

### **25. SET-OFF**

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**25.1** – 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 will 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.

**25.2** – 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.

**25.3** – 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).

**25.4** – 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 will take.

**25.5** – 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 will not use balances on any Individual Savings Accounts (ISAs) or children's savings to set-off amounts you owe.

### **26. COMPLAINTS**

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

**26.2** – 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:info@financialombudsman.org.uk) or visiting their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## **Other Important Information**

### **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 will communicate with you only in English.

### **Copy of the agreement**

If you ask us at any time during the life of this agreement we will provide you with a copy of this document and 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 will pay to you any money credited to your account and if applicable, any interest earned within 30 calendar days of cancellation;
- We will refund any account charge unless you have 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 have 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 (applicable to Commodo and Forces Finance accounts);
- 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;
- telling us immediately if your card is lost, stolen or retained by an ATM (applicable to Commodo and Forces Finance accounts);
- 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;
- do not 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;
- do not open emails from unknown sources; and
- do not send any account details to us unless the message is encrypted.

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)

Your call may be recorded for training or monitoring purposes.

Calls to 03 numbers cost no more than a national rate call to an 01 or 02 number and must count towards any inclusive minutes in the same way as 01 and 02 calls. These rules apply to calls from any type of line including mobile, BT, other fixed line or payphone.

### **Debit card cardholder Terms & Conditions**

This part of the Terms and Conditions is only applicable to products offering Debit Card (Commodo and Forces Finance)

### **DEBIT CARD CARDHOLDER TERMS AND CONDITIONS**

These Terms and Conditions apply to the use of your Card. your Card is issued to you by London Mutual Credit Union.

By signing your Card application, you accept these Terms & Conditions and confirm the following:

- The information you have provided is accurate and correct and you are the person whose details you have provided and you will notify us immediately if your contact details change;
- You can enter into this legally binding agreement with us;
- You will only use your Debit Card for purposes as stated in the Terms and Conditions;
- You are 18 years of age or over and capable of taking responsibility for your own actions;
- You are not acting on behalf of anyone else.

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.

Please refer to the Credit Union's separate set of Terms and Conditions that relate to your Account linked to this Card.

## DEFINITIONS

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

**3DS** means a 3D Secure authentication that requires you, the Cardholder, to enter an additional password when you make an online purchase to safeguard against fraud.

**Account** means the underlying Account you hold with the Credit Union linked to your Debit Card. Please refer to a separate set of Terms and Conditions in relation to this Account, which are different to these Terms & Conditions that pertain to your Card only.

**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 or a bank holiday in England and Wales) on which the 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.

**Card Number** means the 16-digit number on the front of your Card.

**Card Services Support** means the website or helpline operated on behalf of the Credit Union, 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 Services Support are detailed on the reverse of your Card.

**Cashback** means the 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 Transaction** 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

**Fees and Charges Schedule** means the fees and charges that are imposed upon the Cardholder by the 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, the scheme, who operate the Card programme.

**Merchant/Retailers/Supplier** means any person, firm or company that supplies goods and/or services that displays the MasterCard logo and accepts your Card for transactions.

**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.

**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 Credit Union website.

**Transaction** means any cash withdrawal or retail sale (as appropriate) completed by you using your Card.

**We, us or our** means London Mutual Credit Union, any agent acting on behalf of London Mutual Credit Union and any other person or

entity to whom we may transfer or assign our rights and obligations in the future.

**You or your** means the Cardholder and Account holder for which the Card is issued.

## **1. YOUR CARD**

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**1.1** – This Card issued by the Credit Union 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 the Credit Union at all times.

**1.2** – 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.

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

**1.4** – If you receive the Card and you are under the age of 18, you must contact Card Services 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.

## **2. RECEIPT OF CARD AND CARD ACTIVATION**

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**2.1** – On receipt of your Card, you must sign it immediately on the reverse. You must then activate your Card in one of the following ways:

- a. Telephone Card Services Support on the number provided to you by the Credit Union;
- b. At the local branch of the Credit Union with acceptable identification with you;
- c. First transaction using your PIN.

**2.2** – You must activate your Card within 1 month of receipt.

**2.3** – By signing the Card, you have received a copy of your Agreement and agree to be bound by and comply with its terms, including the Fees and Charges Schedule given to you by the Credit Union, and that you accept the Card and consent to the use of your personal information as set out in clause 18.

## **3. USING YOUR CARD**

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**3.1** – 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 the Credit Union.

**3.2** – 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;
- b. Withdrawing cash at any bank or ATM worldwide which displays the MasterCard logo;
- 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 into your Account using your Card;

**3.3** – A PIN will be provided to use with your Card. Once your Card has been activated you may change your PIN at certain ATMs which have this facility and display the MasterCard logo. You must notify Card Services Support immediately if you believe that your PIN has been obtained or changed without your consent.

**3.4** – 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.

**3.5** – You can check your Available Balance online through the Credit Union's website (where applicable). If there is an entry which appears to be incorrect you must contact Card Services Support immediately.

**3.6** – When you make a payment using your Card, that Transaction will be pending against your Available Balance immediately and your Card will normally be debited within 2 business days, although, in some circumstances, this may take longer, including transactions outside of the UK.

**3.7** – We shall not be obliged to carry out Transactions on your Card in any particular order and you will be responsible for all Transactions that are debited from your Card.

**3.8** – If an incorrect transaction 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.

**3.9** – We are not responsible or liable for any Merchants that do not accept payment using your Card and it is your responsibility to check the policy with each Merchant. Nor do we accept responsibility for any goods or services purchased with your Card.

**3.10** – We may apply certain restrictions to your Card which we will advise you of, or 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.

**3.11** – We may charge you a fee for any declined Transactions.

**3.12** – We reserve the right to close or suspend your Card indefinitely if there is suspicion of fraud (for example: repeated declined Transactions) or if you have breached any of the Card Terms & Conditions.

#### **4. CONTACTLESS**

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**4.1** – Contactless is a way of making payments on your Debit Card without using your PIN.

**4.2** – Your Card has the contactless symbol on it, so it can be used to make payments by simply holding your Card up to any reader with the contactless symbol for up to £30.

**4.3** – You must activate the Contactless element of your Card upon receipt. 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.

**4.4** – For additional security, after a number of contactless transactions in a row, you will be required to enter your PIN again.

#### **5. RECURRING TRANSACTIONS**

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**5.1** – If you use the Card to set up a regular payment (recurring transaction) to be made from your Debit Card, it can be cancelled by you contacting the retailer, or other party you had made the arrangement with.

**5.2** – If you ask us to stop the payments, 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 also need to contact them to cancel any agreement you hold with them as we cannot do this on your behalf.

**5.3** – 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 the Credit Union.

#### **6. SECURITY**

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**6.1** – Upon receipt of your Card, you must take reasonable steps to prevent the Card and PIN being lost or stolen. You must not allow anyone else to use your Card or PIN.

**6.2** – You must inform Card Services Support immediately if your Card has been lost, stolen or retained by an ATM; or you have suspicions that someone else is using or has tried to use your Card or PIN or where a Card is damaged or does not work.

**6.3** – The Card and any other materials issued to you are the property of the Credit Union or are licensed by Optimus Cards.

**6.4** – If we request for your Card or any other materials to be returned, you must return them to the Credit Union immediately.

**6.5** – If you identify or suspect fraud has occurred in relation to your Card, you will contact Card Services Support immediately.

**6.6** – You will be liable for any transactions using your Card whilst lost, stolen or retained by an ATM if you do not notify Card Service Support immediately or if it is proven that you were negligent in the use of your Card, PIN or any related security.

**6.7** – We may deactivate your Card 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.

**6.8** – 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 Services 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.

**6.9** – 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 section 10).

**6.10** – In respect of replacement Cards issued under clause 6.7 above, the Credit Union reserve the right not to reissue a Card.

## **7. CANCELLATION OF YOUR CARD**

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**7.1** – 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 the Credit Union.

**7.2** – If you cancel your Card, we will immediately block the Card.

**7.3** – 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.

**7.4** – If your Card is cancelled by you, the Credit Union, or Card Services 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.

## **8. EXPIRY OF YOUR CARD**

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**8.1** – Your Card has an expiry date and we will not authorise or process any Transactions conducted using your Card once your Card has expired.

**8.2** – The Credit Union 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 Schedule provided to you by them.

**8.3** – If you do not wish to renew your Card, please contact Card Services Support or visit a Credit Union's branch.

## **9. TRAVELLING ABROAD / MOVING ABROAD**

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**9.1** – You must ensure that you inform Card Services Support of any intended travel abroad, to ensure any payments you make whilst away, are less likely to be blocked by our transaction monitoring systems.

**9.2** – If you do have an unexpected block on your Debit Card you can call Card Services Support who

will verify some transactions with you so that the block can be removed.

**9.3** – If you change your country of residence that is outside of the scope of this Card, you must notify the Credit Union immediately.

## **10. DISPUTED TRANSACTIONS**

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**10.1** – If you believe that a Transaction carried out was not authorised by you, or if it has appeared on your Card in error (disputed Transaction), you must attempt to resolve a disputed Transaction with the Merchant prior to telephoning Card Services Support to pursue the dispute on your behalf.

**10.2** – If you are unable to resolve the dispute with the Merchant, you must contact Card Services 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.

**10.3** – Where you raise a dispute regarding an unauthorised Transaction, we will credit your account back temporarily whilst we investigate the dispute on your behalf.

**10.4** – 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 Services Support to enable them to process the dispute upon Agreement with the Credit Union.

**10.5** – If the Credit Union refunds a disputed Transaction to your Card account and subsequently receives information to confirm that the Transaction was in fact authorised by you, and correctly posted to your Card, the Credit Union 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 Services Support or the Credit Union, pay any outstanding amount owed.

**10.6** – Where a request, Transaction, disputed Transaction, arbitration, or reversed Transaction

involves third party costs, you will be liable for such costs and they will be deducted from your Card balance or otherwise charged to you.

## **11. AMENDING THESE TERMS AND CONDITIONS**

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**11.1** – We may change these Terms and Conditions (including charges) at any time subject to the notice provisions below (section 11.4) and will inform you of any changes by one or more of the following ways:

- a. By writing to you;
- b. By updating the Credit Union's website (where applicable);
- c. By email or text.

**11.2** – 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 the Credit Union's practice;
- d. To reflect a decision by a court, ombudsman, regulator or similar body;
- e. To reflect changes in law and/or regulatory requirements;
- f. To reflect any changes in our partners' ownership.

**11.3** – We may also change the Terms and Conditions of your Card at any time for any other necessary reason.

**11.4** – 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.

**11.5** – 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.

## **12. FEES AND CHARGES**

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**12.1** – The services will incur fees and charges, details of which will be provided to you by the Credit Union, for which you will be responsible.

**12.2** – 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 the Credit Union's Fees and Charges Schedule.

## **13. TERMINATION, SUSPENSION OR RESTRICTION OF YOUR ACCOUNT**

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**13.1** – We may terminate or suspend, for such period as required, your use of the services at any time without prior notice:

- a. In the event of any fault or failure in the data information processing system;
- b. When 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. When we believe any Available Balance may be at risk of fraud or misuse;
- d. When we have reasonable grounds to suspect fraudulent or unauthorised use of your Card or PIN;
- e. When we have reasonable grounds to believe

- the security of your Card or PIN is at risk;
- f. When we suspect that you have provided false or misleading information;
- g. By order or recommendation from the Police, Governmental or Regulatory Authority;
- h. When 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.

**13.2** – Termination of your Card either by you or the Credit Union will not affect your rights and obligations, or that of the Credit Union arising under this Agreement prior to termination.

**13.3** – 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.

## **14. CONTACTING US / CONTACTING YOU**

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**14.1** – You can contact Card Services Support by telephoning 0330 088 1728, or in writing to Card Services Support, PO Box 16757, Birmingham, B46 9DP.

**14.2** – Any correspondence that needs to be sent for your attention will be mailed to the address that we and Card Services Support hold for you. (This service may also be available online where applicable and linked to your online banking).

**14.3** – 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 Services Support will contact you using the information they hold on the system.

**14.4** – 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 Services 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.

**14.5** – Please note that telephone calls between you, the Credit Union and Card Services Support may be recorded for security, training and monitoring purposes, and to ensure that any instructions are carried out correctly.

**14.6** – 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, or original documents and 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.

**14.7** – If we suspect or identify any activity that we believe to be fraudulent on your Card, we may need to contact you. We will contact you using the quickest way, which will include:

- a. Text Message
- b. Telephone

Therefore, it is important that you ensure that you have provided us with your most up to date contact details.

## **15. COMPLAINTS**

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**15.1** – We consider a complaint to be an expression of dissatisfaction made by you in relation to the services we provide relating to this Card.

**15.2** – We aim to resolve all complaints as soon as possible and within a maximum of eight weeks.

**15.3** – We have procedures in place to make sure we handle your complaint fairly and within a timely manner. You can raise a complaint in one of the following ways:

- a. Telephone Card Services Support;
- b. Write to the Credit Union;
- c. Attend the local branch of the Credit Union.

**15.4** – If you are dissatisfied with how we have dealt with your complaint, you have the right to contact the Financial Ombudsman within six months of your complaint date:

- a. Writing: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
- b. Telephone: 0800 023 4 567 from landlines, 0300 123 9 123 from mobile phones or +44 20 7964 0500 for calls from outside the UK and
- c. E-mail: [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)

If you do refer your complaint to the Financial Ombudsman Service, this will not affect your right to take legal action.

## **16. DATA PROTECTION – HOW WE USE YOUR INFORMATION**

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**16.1** – You agree that we may process your personal data that relates to you and belongs to you in order to allow us to provide you with these services which will be processed in accordance with the relevant Data Protection Laws.

**16.2** – The information that we hold and process on you are under the terms of the UK's Data Protection Act 2018 and General Data Protection Regulation.

**16.3** – Where we process your information outside of the EEA using third parties, the Credit Union and Card Services Support are responsible for ensuring your personal information continues to be protected during this type of transfer.

**16.4** – we will process, manage, control, release and record information about you to:

- a. search fraud prevention agencies records
- b. detect & prevent fraud, money laundering, terrorism and other criminality
- c. adhere to regulatory and legal requirements
- d. provide and manage your Card and services we provide to you.

**16.5** – 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.

**16.6** – Fraud prevention agencies will share search details and account information with us and other organisations so that;

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

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

## **17. LIABILITY OF SERVICE PROVIDERS**

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**17.1** – The Credit Union, Card Services Support or MasterCard shall not be liable to you:

- a. for any direct or indirect loss or damage (other than that which cannot 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.
- b. 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 the Credit Union are responsible, or which is beyond our, Card Services Support or MasterCard's reasonable control or which we, Card Services Support or MasterCard could not reasonably foresee.
- c. 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.
- d. 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.

- e. 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

**17.2** – The Credit Union, Card Services 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.

## **18. YOUR LIABILITY**

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**18.1** – 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.

**18.2** – The Credit Union or its 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).

**18.3** – 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.

## **19. 3D SECURE**

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**19.1** – A new European requirement has been created to make online payments more secure. When a UK/European shopper makes a payment, extra levels of authentication will be required at

the time of the transaction. The authentication tool is called 3D Secure and your Card is automatically enrolled for use with 3D Secure service.

**19.2** – When you use 3D Secure we are able to verify your identity. we do not verify the identity of any organisation that you contract with on the internet nor do we make any statement about the goods or services of any participating organisations that you order from.

**19.3** – Your Mobile Phone Number must be recorded with us before you can use this service and you must ensure that your Mobile Phone can receive SMS at the time of your purchase.

**19.4** – When you use 3D Secure to purchase on the internet from a participating organisation you will be presented with an electronic receipt and the One-Time Passcode (“OTP”) will be sent automatically to your Mobile Phone. Without your One-Time Passcode, the internet purchase cannot take place at participating organisations.

**19.5** – If you change your Mobile Phone Number or your address (including your Email Address) you must notify us immediately to ensure that our records are up to date.

**19.6** – You will be responsible for any fees or charges imposed by your mobile phone service provider in connection with your use of 3D Secure.

**19.7** – You agree that, when making a payment using your Card, an instruction using your One-Time Passcode will be treated by us as your consent to comply with that instruction and we will treat it as a valid and irrevocable instruction to us.

**19.8** – You are responsible for all instructions sent using your One-Time Passcode. You are responsible for ensuring that you keep your One-Time Passcode secure.

## **20. GENERAL**

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**20.1** – You may not assign any or all your rights or obligations under these Terms and Conditions, but we may do so at any time.

**20.2** – 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.

**20.3** – 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.

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

**20.5** – Apart from the Credit Union, a person who is not party to this Agreement may not enforce any of its terms.

**20.6** – 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.

**20.7** – You and the Credit Union agree that these Terms and Conditions and any communication shall be in English.

## 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

## HOW TO CONTACT US

Telephone: 020 3773 1751

Email: [help@creditunion.co.uk](mailto:help@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

**Activate a new card**

0330 088 1728

Lost or stolen card

0330 088 2747

**To get your latest balances**

Register for our secure online service

[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 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 213248).

*Commodo, Forces Finance and Salaryflex Terms and Conditions v3 April 2021*

