

# Current Account Terms & Conditions



## Dear Member

If you are unhappy with your choice of account, you have 14 days to cancel it. This 14 day period (known as a “cooling-off period”) runs from the date on your welcome pack letter containing copies of each of the following:

- ‘LCCU Terms & Conditions for your Credit Union Current Account’; and
- ‘LCCU Personal Current Account Tariff’.

If you wish to cancel your account within the “cooling-off period”, you must give written notice at your branch or to London Community Credit Union Limited, 473 Bethnal Green Road, London E2 9QH.

If you cancel your account within the “cooling-off period”, we will return all of the money in your account to you and we will not impose any extra charges. If however, and at your request, we have supplied you with any services before you cancel your account, you will have to pay our charges (if any) for supplying those services.

If you do not cancel your account within the “cooling-off period”, you will remain bound by the terms of your agreement with us until your account is closed.

Your cancellation rights set out above will not be affected by any account specific conditions which would otherwise prevent you closing your account or closing it without loss of interest or additional charges.

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# Introduction

The 'LCCU Terms & Conditions for your Credit Union Current Account' (Conditions) set out below alongside the 'LCCU Personal Current Account Tariff' and any other conditions notified to you by LCCU form part of the agreement between you and us, London Community Credit Union Limited (LCCU). They tell you how your account works and what your and our obligations are once you open an account with us.

These conditions are governed by English law and you can bring legal proceedings in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.

Additional or up-to-date copies of these Conditions (and any other documents which form part of the agreement between you and us) are available on request. These conditions are also available on our website [www.londoncu.co.uk](http://www.londoncu.co.uk) and in our branches.

The conditions are divided into three parts:

- (A) **General Conditions** – these apply to all current accounts and services we offer to members.
- (B) **Debit Card Terms and Conditions** – these apply to members with a Gold and Platinum account.
- (C) **Account Specific Conditions** – these apply to particular accounts only.

If an Account Specific Condition is inconsistent with any General Condition, the Account Specific Condition will take priority and apply.

In these conditions:

- **we, us or our** means London Community Credit Union Limited (LCCU), 473 Bethnal Green Road, London E2 9QH and any person to which the rights and/or duties of LCCU are transferred.
- **you or your** means the member in whose name the account is opened (and each account holder if you have a joint account).
- **account** means the Credit Union Current Account operated and maintained by us.
- **available money** means funds which have cleared on your account.
- **card** means any debit card supplied by us to you from time to time to use with your account.
- **direct debit** means an instruction to make regular payments to someone (including us) who you have authorised to receive payments.
- **member security details** means your memorable passcode and secure personal information registered with us for use when you become a member.
- **PIN** means the Personal Identification Number issued to you or any number that you later choose to use with the card.
- **tariff** means the list of charges made available to you in respect of the account from time to time.
- **transaction** means any payment for goods or services or other items or any travellers cheques or foreign currency obtained by use of the card, PIN or card number. You need not have signed anything for a transaction to have taken place.
- **standing order** means an instruction to make regular payments to someone (including us).
- **working day** means any day other than a Saturday, Sunday or public holiday in England.

## 1 YOUR INFORMATION

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### 1.1 Who we are

We are an independent credit union based in the United Kingdom. For more information about us please visit our website at [www.londoncu.co.uk](http://www.londoncu.co.uk) and click on 'About' or contact any branch of LCCU.

### 1.2 Communications about your account

Please note that we will never contact you asking you to disclose your confidential or personal information nor will we contact you asking you to disclose your security details in full (such as your online banking login password or share withdrawal password). Please do not respond to any emails requesting this information even if they appear to be from LCCU. When you speak to us, we may need to identify you and will do this by asking for certain information known only to you (such as by requesting some of the digits of your memorable passcode or the answers to the additional security questions); however we will never ask you for your full security details.

### 1.3 How we may use your personal information

We are committed to ensuring that your information is secure with us and with the third parties who act on our behalf. For more information about the steps we are taking to protect your information and how we use your personal information please see our Privacy Policy available on our website, [www.londoncu.co.uk](http://www.londoncu.co.uk) and/or write to us at London Community Credit Union Limited, 473 Bethnal Green Road, London E2 9QH.

## 2 USE OF ACCOUNTS

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### 2.1 Personal use

Accounts are available only to individuals (including trustees under a formal written trust). Accounts must not be used for business purposes.

### 2.2 Instructions

**2.2.1** You authorise us to act on your instructions, even if they result in your account becoming overdrawn. You are responsible for payment of any debt which arises on your account.

**2.2.2** Your instructions can be given in writing (which must include your signature(s)), by cash machine or, where we agree, by telephone, online, by contactless card, mobile message or by any other means we tell you are available. You must use the security procedures we notify you of from time to time. If you do not provide correct payment details, we will not be liable for failing to make a payment or making an incorrect payment but we will make reasonable efforts to recover your funds (although we may charge you for this). Please note that it is the sort code and account number of an account which identifies it, not the name of the account holder.

**2.2.3** Your instructions can also be given using the above methods by trustees appointed under a formal written trust.

**2.2.4** Where you give payment instructions by fax or by telephone to a branch, we are entitled to act on those instructions if they have been confirmed by you (or another person authorised by you) on a return telephone call we may make to you, or the person authorised by you, on a telephone number that we hold on our records for you or the person authorised by you. However, we may choose to proceed without obtaining further telephone confirmation of the instruction.

**2.2.5** We may delay or refuse to act on your instructions if:

- (a) we reasonably believe that you did not give or authorise the instruction;
- (b) we reasonably suspect fraud or it is prudent in the interests of crime prevention or compliance with sanctions laws;
- (c) your instructions are unclear, incomplete or not in the required form;
- (d) complying would be contrary to law, regulation or any applicable code;
- (e) it would cause you to exceed any limit or restriction which applies to your account;
- (f) the payment is not in Sterling, unless we agree otherwise;
- (g) there is a dispute between joint account holders which means that we are unable to act on any instructions until such dispute is resolved;
- (h) you have breached any term of the agreement; or
- (i) the transaction involves gaming that includes betting or gambling.

**2.2.6** If we refuse to make a payment:

- (a) (unless a legal reason or certain other limited circumstances beyond our control prevent the provision of this information) you will be notified by letter, telephone, text message, email or any other form of communication agreed with you (if possible, the reason the payment has been refused will also be given); and
- (b) you can obtain information about the refusal, along with information on how to correct any errors that led to the refusal, by contacting your branch (unless a legal reason or certain other limited circumstances beyond our control prevent the provision of this information).

## 2.3 Joint accounts

**2.3.1** With a joint account, references to you in these conditions includes each account holder jointly and severally.

**2.3.2** All of you are jointly and severally liable for any money owed to us. This means that we have the right to ask all or any one of you to repay the full amount of any money you owe us and not just a share. This applies whether or not you are aware of the debt.

**2.3.3** Any one of you may give instructions, including withdrawing the full balance, creating a debt on the account or closing the account.

**2.3.4** Any one of you may instruct us to only accept instructions from all of you acting together. If this happens all instructions must be in writing and signed by all of you. This means you will be unable to use our telephone, mobile and online banking services, which depend on us being able to accept instructions from any one of you.

**2.3.5** If you live at the same address, we'll send joint communications to you at that address, otherwise if you live separately we will send communications to only one of you.

**2.3.6** If one of you dies, we will accept instructions from the survivor(s) and the account will pass into their name(s).

## **2.4 Protecting your account**

### **2.4.1** You must:

- (a) keep your PIN and other security details (such as passwords or log-in details for online banking) secret and take all reasonable steps to keep them safe;
- (b) sign your debit card as soon as it arrives; and
- (c) tell us immediately if you think someone else may know your PIN and other security details or if you suspect unauthorised use of your account by phoning us anytime (day or night) on 020 7729 9218 (or +44 207 729 9218 from abroad) or by contacting your local branch.

## **3 PAYMENTS INTO YOUR ACCOUNT**

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### **3.1 Cash and electronic funds**

**3.1.1** Cash paid in at a branch will be added to your account and treated as available money immediately.

**3.1.2** Electronic transfers will be added to your account and treated as available money within 2 hours of receipt. For transfers to your account from international banks you will need your IBAN (International Bank Account Number). The exchange rate for such a transfer will be calculated at the source by the payer's bank.

### **3.2 Cheques**

**3.2.1** If a Sterling cheque is paid in at any of our branches on a working day, the money will be added to your account after 13 calendar days and it will be available for you to use no later than 1 working day after it was added to your account. There may be legal reasons or limited circumstances beyond our control which prevent a receipt or make clearance take longer than these time periods.

**3.2.2** If the bank, building society or other organisation that the cheque was drawn on decides not to honour it, they will normally explain the reason for non-payment. We will debit the amount of the cheque from your account no later than the end of the working day after it was added. Where the amount is not debited at the end of the working day after it was added, the amount will not be debited without your consent unless you were knowingly involved in a fraud concerning the cheque.

**3.2.3** Cheques not issued by a UK bank, building society or other organisation and foreign currency cheques have different clearing procedures and longer time periods may apply.

### **3.3 Interest**

All our accounts are non-interest bearing accounts which means we do not pay interest on credit balances on the account.

### **3.4 Incorrect payments into account**

**3.4.1** Where we are informed that a payment has gone into your account incorrectly, we may take this payment from your account and contact you to find out what has happened.

**3.4.2** If you confirm that the payment was sent to you incorrectly, then we will return it to the payer.

**3.4.3** If you confirm that the payment was not sent to you incorrectly then we will return the money to you but we may be obliged to pass your contact details to the payer's bank.

## 4 PAYMENTS OUT OF YOUR ACCOUNT

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### 4.1 Withdrawals

**4.1.1** If the cleared balance on your account is sufficient, you may make payments or withdrawals. For your protection, there is a daily limit on the amount of cash you can withdraw from a cash machine, which is set out in the tariff.

**4.1.2** You may ask us to check the status of a payment you have instructed. This may involve relying on another bank, building society or organisation involved in processing or receiving the payment for information.

**4.1.3** Please note that the card can only be used to make payments where the retailer or supplier of services can authorise payment with us at the time you make the payment. If this is not possible, the payment will be declined.

### 4.2 Cheques

**4.2.1** We may decide to reject your request to withdraw in the form of a drawn cheque if:

- (a) there is not enough money in your account, or payment would cause your account to go overdrawn; or
- (b) we have reasonable grounds to suspect fraudulent activity.

**4.2.2** You must complete a 'Share Withdrawal Slip' at a branch to withdraw available money in the form of a drawn cheque.

**4.2.3** We will not issue any future dated cheques. Therefore, if you do request a future dated cheque we will not release the drawn cheque until the specified future date.

### 4.3 Timescales for making payments

**4.3.1** Where you instruct us to make a payment:

- (a) if we can make the payment using the Faster Payments Service, the payment will normally be sent out within 2 hours of your request. Once the payment has been sent out by us it will normally be credited to the payees account immediately (but may sometimes take up to 2 hours to be credited), where the payment is within our defined limits and the receiving institution is a member of the Faster Payments Service. If we suspect fraudulent activity on your account or in other limited circumstances, we may take longer than 2 hours to credit the payees account. Further information on the Faster Payments Service can be found at [www.fasterpayments.org.uk](http://www.fasterpayments.org.uk).
- (b) if we cannot use the Faster Payments Service to make the payment, we will advise you of alternative methods of making the payment. Different timescales apply to payments outside the UK and we will advise you of these when arranging the payment.

**4.3.2** With the exception of payments using the Faster Payments Service:

- (a) instructions received on a working and non-working day are treated as received on that specific date;
- (b) instructions for future dated payments are treated as received on the proposed payment date.

### 4.4 Cancellation of a payment

To stop a cheque, or cancel a standing order, Direct Debit or future dated payment, you must instruct your branch (or any other person(s) we tell you) in writing or by telephone (followed by written confirmation). You can also cancel a standing order or Direct Debit by instructing us through our online banking service. You will not be able to stop a cheque or cancel a standing order, Direct Debit or future dated payment if you do not tell us before we are committed to pay the cheque or make the payment from your account.

You must include the following details:

- (a) cheque – cheque number and date, your account number, amount and name of payee. You must also return the drawn cheque to us;
- (b) standing order – name of recipient, amount and frequency;
- (c) Direct Debit – name of recipient, amount and frequency; and
- (d) future dated payment – name of recipient, amount and due date for payment.

#### **4.5 Unauthorised or incorrect payments**

**4.5.1** This Condition sets out your and our responsibilities if unauthorised or incorrect payments are made from your account.

**4.5.2** If you suspect that an unauthorised or incorrect payment has been made from your account, please contact us immediately by phone on 020 7729 9218 or contact your local branch.

**4.5.3** If you do not tell us promptly and in any event within 13 months after the date the payment was debited from your account, you will not be entitled to have any error corrected, payment amount refunded or to be compensated for any loss suffered. Otherwise and subject to General Conditions 4.5.4 to 4.5.8, an unauthorised or incorrect payment of which you have given notice will be refunded by the end of the working day after you told us that an unauthorised payment had been taken from your account, and, where applicable, your account will be restored to its position had the unauthorised or incorrect payment not taken place. We will have no further liability to you in relation to any unauthorised payment.

**4.5.4** You are responsible for the payment and your account will not be refunded where you have acted fraudulently. None of the provisions limiting your liability set out in General Conditions 4.5.6 to 4.5.7 will apply.

**4.5.5** Where you have:

- (a) allowed another person to make payments (other than someone that we have agreed may be allowed to use your account); or
- (b) failed intentionally or with gross negligence, to keep your security details secret and a credit balance on your account is reduced by the unauthorised payment(s), you will be responsible for all payments made in this way before you tell us that any transactions are unauthorised.

**4.5.6** You will not be responsible for any unauthorised payments where:

- (a) you have not yet received your security details; or
- (b) these have been made by someone who has your security details and has used them without your authority to make a payment where the account holder does not need to be present, such as the purchase of goods or services by telephone, over the internet or mail order.

**4.5.7** Unless General Conditions 4.5.4 to 4.5.6 above apply, where your security details are lost or stolen, or you do not keep them safe as you are obliged to do under this agreement, you may be responsible for unauthorised transactions, up to a maximum of £100. You will not be responsible for any unauthorised payment which is made after you have told us that your security details are no longer safe.

**4.5.8** For Direct Debits in Sterling, your refund rights under the Direct Debit Scheme will continue to apply. Please visit [www.directdebit.co.uk](http://www.directdebit.co.uk) and click on 'Direct Debit Guarantee' for more information.

## 4.6 Changes to payee account details

Where you instruct us to make a payment (including standing orders or other payments made using a payee instruction) and we are notified by the Current Account Switch Service that the intended payee has switched accounts using the Current Account Switch Service, we will update the account details of the payee on your payment instruction.

## 5 CHARGES

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**5.1** You must pay the charges for the operation of your account and the supply of services requested by you. These charges will be debited from your account. The most common charges are set out in our leaflet 'LCCU Personal Current Account Tariff'. You can also find out about our charges by telephone, on our website [www.londoncu.co.uk](http://www.londoncu.co.uk), or by asking our branch staff. You will be told about the charges for any service not covered by the leaflet 'LCCU Personal Current Account Tariff' before it is provided.

**5.2** If any tax or other charge is required to be paid to any authority in connection with your account, we may make the payment and debit it from your account.

## 6 OVERDRAFTS AND UNPAID TRANSACTIONS

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You will find details of the amount of our charges and interest rates mentioned in this Condition in the leaflet 'LCCU Personal Current Account Tariff'.

### 6.1 Overdrafts

**6.1.1** None of our current accounts facilitate overdraft arrangements.

**6.1.2** Instructions for a withdrawal or payment which would result in your account becoming overdrawn or further overdrawn will be treated as a request for an unarranged overdraft.

**6.1.3** We will decide in our discretion (taking into account your financial circumstances) whether or not to accept your request.

**6.1.4** To decide if your instructions would create an unarranged overdraft, only the cleared balance on your account will be considered. If we do make a payment against a credit balance which has not yet cleared, this does not mean that we are bound to do so at other times.

**6.1.5** In the event that your account becomes overdrawn:

- (a) you must immediately pay into or transfer enough money to the account to bring the balance back into credit.
- (b) you must repay all amounts owing to us on your account in full on our written demand together with any interest, charges or other applicable fees we may make within 7 days.
- (c) we will send any written demand by first class post to the address you last notified to us. Any such demand will be treated as having been received by you 24 hours after posting.
- (d) if you still do not bring the balance back into credit in accordance with our written demand we will serve a notice of default following which information will be shared with credit reference agencies.
- (e) at our option we will transfer funds from any other account you hold with us (e.g. a Saver Plus Account, Instant Access Account, Holiday Saver Plus Account) into your Current Account to bring the balance back into credit.

- (f) we reserve the right to refuse to pay a Direct Debit or standing order if your account goes overdrawn.
- (g) we reserve the right to suspend your account if it goes into arrears on a number of occasions.

**6.1.6** We may cancel any standing order or Direct Debit on your account if it is unpaid on more than one occasion and we reasonably consider that the cleared balance on your account is unlikely to be sufficient to meet future payments.

## **6.2 Unpaid Transaction Fee**

**6.2.1** An Unpaid Transaction Fee will be charged if:

- (a) you request an unarranged overdraft by issuing instructions for a withdrawal or other payment; and
- (b) the payment cannot be met from the cleared balance in your account; and
- (c) we decide in our discretion not to make the payment.

**6.2.2** The Unpaid Transaction Fee will be charged on the day that the specific transaction is returned unpaid on your account.

## **6.3 Enforcement and other costs and charges**

**6.3.1** You are responsible for paying any costs we reasonably incur in connection with your unarranged overdraft. These will include (but will not be limited to) costs of:

- (a) communicating with you;
- (b) preserving, taking, enforcing and/or realising any security; and
- (c) taking steps, including court action, to obtain payment.

**6.3.2** We may debit your account with any fees, charges or other costs, even if this results in or increases an unarranged overdraft.

**6.3.3** We do not charge unarranged overdraft interest.

**6.3.4** If your account is overdrawn, any money credited to it will be applied in the following order:

- (a) in repaying or reducing any part of the overdrawn balance which represents an unarranged overdraft;
- (b) in repaying or reducing any part of the overdrawn balance which represents an Unpaid Transaction Fee;
- (c) in repaying or reducing the rest of the unarranged overdraft.

# **7 CLOSING OR CONVERTING YOUR ACCOUNT**

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## **7.1 Closure by us**

**7.1.1** We can close your account immediately if:

- (a) we reasonably suspect that you have given us false information;
- (b) we reasonably suspect that your account is being or is intended to be used for an illegal purpose;
- (c) you behave in a threatening or violent manner towards our staff;
- (d) you were not entitled to open your account;
- (e) we are required to do so by law or regulation;
- (f) you have been declared bankrupt;
- (g) you have entered into a voluntary arrangement with your creditors to repay your debts;  
or
- (h) you have used your account for business purposes.

# General Conditions

**7.1.2** We can also close your account and terminate this agreement without providing any reason but will give you 30 days' notice before we do so (except in exceptional circumstances, e.g. fraud investigation or misuse of the account).

## 7.2 Closure by you

You can close your account at any time for any reason without charge. We will forward any credit balance on your account to you after:

- (a) you have given us written notice that you wish to close the account;
- (b) you have returned all (unused) cheques and cards issued to you; and
- (c) you repay any money you owe us.

You must inform all third parties with whom you have arranged Direct Debits and standing orders of the closure of your account.

## 7.3 Conversion

We can convert your current account to another current account in our range. We will only do this if:

- (a) we have a valid reason for converting your account; and
- (b) we give you notice not less than 30 days before we convert it. We will convert your account after the expiry of our notice unless in the meantime you have given us written notice that you wish to close your existing account. For a further 30 days from the date on which we convert your account, you may close the account (or switch to any other account we are willing to provide to you) without additional charges.

## 8 COMMUNICATIONS

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**8.1** We will contact you and provide communications to you by:

- (a) post;
- (b) phone;
- (c) email to the email address you have provided us;
- (d) secure message to online banking (if you have registered for online banking);
- (e) text message to the mobile phone number you have provided to us; or
- (f) notification to mobile banking (if you have registered for mobile banking).

Please note that notices and information sent to you by the methods set out at (c), (d) or (f) above may be sent by an electronic attachment (for example by a PDF or other similar electronic attachment). You can tell us which method you would prefer us to use and, where we can, we will try to contact you using your preferred method.

**8.2** We will provide you with statements at least once every three months. Monthly statements are available through online banking (if you elect to receive electronic statements) or on request at your branch.

**8.3** You should ensure that your electronic device(s) are set up in order to receive our electronic communications (for example, they have the correct hardware, software, operating system and browser).

**8.4** If your contact details change, you should tell us promptly to ensure you receive our communications. This will ensure that you receive information that could be important to you, as well as ensuring our communications do not fall into the wrong hands.

**8.5** All communications to you will be in English.

## 9 CHANGES TO THE AGREEMENT

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**9.1** We may make changes to this agreement at any time, although we will always act reasonably in making any of our changes.

**9.2** We will give you 30 days' notice in writing before we make changes. However, please note that there may be circumstances where we are unable to give you 30 days' notice in writing before we make changes (such as where we are required to make a change as a result of a change in law). In these circumstances, we will always try to give you as much notice as possible.

**9.3** We may make or introduce charges from time to time in respect of the account, please refer to the 'LCCU Personal Current Account Tariff' for details. We may also vary the charges or introduce new ones but will give you 30 days' notice in writing before doing so.

## 10 GENERAL

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

- (a) the failure of any machine, data processing system or transmission link;
- (b) any period of essential maintenance, critical change, repair, alteration to or failure of computer systems;
- (c) any industrial dispute; or
- (d) anything outside our reasonable control (such as extreme weather or terrorist activity) or that of our agents or sub-contractors.

**10.2** Nothing in this agreement will stop us being liable if we act with gross negligence, act fraudulently or we are at fault and the law does not permit us to limit or exclude our liability.

**10.3** You must telephone us on 020 7729 9218 or write to us at London Community Credit Union Limited, 473 Bethnal Green Road, London E2 9QH immediately on any change of name or address. If you do not do this we may charge your account with the costs of locating you.

**10.4** We may transfer our rights and/or duties under this agreement to any person or organisation in the future. You may not transfer any of your rights or duties under this agreement to any person.

**10.5** Any terms and conditions of your account will be in English and we will communicate with you in English. These Conditions are governed by English law and you can bring legal proceedings in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.

**10.6** You may be liable for other taxes or costs that are not paid by or via us e.g. higher rate tax.

**10.7** London Community Credit Union Limited is a member of the Financial Services Compensation Scheme established under The Financial Services and Markets Act 2000.

# General Conditions

In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint accounts each account holder is treated as having a claim in respect of their share. So, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all the eligible depositors accounts with the bank including their share of any joint account, and not to each separate account. Details of the scheme are available on request.

**10.8** There is no minimum duration for this account.

**10.9** If you have a complaint please contact us in branch, telephone us on 020 7729 9218 or write to The Complaints Officer, London Community Credit Union Limited, 473 Bethnal Green Road, London E2 9QH so that we may be able to resolve your complaint as quickly as possible.

**10.10** We have a complaints procedure which can be found in our form titled 'How we handle complaints' which can be obtained online or from one of our branches. If we cannot resolve your complaint, you may be able to refer your complaint to the Financial Ombudsman Service.

**10.11** London Community Credit Union Limited is authorised and regulated by the Prudential Regulation Authority & Financial Conduct Authority (Firm Reference Number: 213743).

## 11 REMOTE BANKING TERMS

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### 11.1 Introduction

This Condition 11 applies if we have agreed that you may use our telephone and online banking services to operate your account.

### 11.2 Security procedure

**11.2.1** You must keep your security details (which include the identifying words, codes and numbers agreed between us) secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them.

**11.2.2** You must not disclose your security details to any other person or record them in any way that may result in them becoming known to another person. After initial registration we will never contact you, or ask anyone to do so on our behalf, with a request to disclose your security details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your security details to them in any circumstances. You should report any such requests to us immediately.

**11.2.3** If you suspect someone knows your security details you must contact us immediately.

**11.2.4** You will be responsible for all instructions given by you or anyone acting with your authority between the time you pass the security procedure and the time you exit from our

services. Please note that this includes any input errors or instructions sent by anyone but yourself. You should not leave the device you are using unattended while you are logged on to one of our services.

**11.2.5** You are responsible for making sure information either stored or shown on your device(s) is kept secure.

### **11.3 Transactions**

Where you instruct us to make a payment through the services, we will make the payment using the Faster Payments Service if possible. If we cannot use the Faster Payments Service, we will advise you of alternative methods of making the payment.

### **11.4 Availability of the services**

While we will make reasonable efforts to provide our services, we will not be liable for any failure to provide them for any cause that is beyond our reasonable control. This includes, in particular, any suspension of our services resulting from maintenance and upgrades to our systems or the systems of any party used to provide our services, other disruptions to our systems, outages on any phone network or in the case of mobile networks where you are not in an area of mobile coverage.

### **11.5 Variation / termination of the services**

**11.5.1** We may suspend, withdraw or restrict your use of our services where:

- (a) we have reasonable grounds to suspect that your security details have not been kept safe;
- (b) we have reasonable grounds to suspect unauthorised or fraudulent use of your security details;
- (c) as a result of a change in the way you operate your account or in your financial circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments;
- (d) we consider it appropriate for your protection;
- (e) there is a dispute between joint account holders which means that the account cannot be used until such dispute is resolved; or
- (f) you have breached any term of the agreement.

Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will tell you before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will tell you and give our reasons afterwards.

**11.5.2** You may give us notice to terminate your subscription to our telephone and/or online services by giving us written notice or calling our telephone service. The notice will not be effective until we receive it.

# Debit Card Terms & Conditions

These Debit Card Terms and Conditions replace any previous or existing agreement for the supply of a card to you with your account and will come into effect 14 days after the date that these terms are provided to you. If you are unhappy with these terms, you have 14 days to contact us to terminate the contract. Your continued use of your debit card after the 14 day period constitutes acceptance of these Debit Card Terms and Conditions.

## 1 CONTACTING US

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**1.1** You should tell us immediately if you think someone else may know your PIN and / or other security details, if you suspect unauthorised use of your card or if your card is lost or stolen by:

- (a) phoning us anytime (day or night) on 020 7729 9218 if you're in the UK, Channel Islands or the Isle of Man;
- (b) phoning us anytime (day or night) on +44 207 729 9218 if you're outside the UK; or
- (c) contacting your local branch.

**1.2** In the event of any loss, theft or misuse of your card, you agree to assist us in our enquiries. We may pass any information you provide to us in respect of a lost, stolen or misused card to the police or any relevant third party.

**1.3** Where you find your card after it has been declared as lost or stolen, the card must be destroyed by cutting the card in half across the black magnetic stripe and / or through the smartcard chip and we must be informed.

## 2 YOUR DEBIT CARD AND YOUR PIN

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**2.1** When you receive your card we will also provide you with a 6 digit access code via SMS text message. You will need this to activate the card and retrieve your PIN via an automated telephone service.

**2.2** Your card will have contactless functionality which allows you to pay for items (up to a limit of £30) without entering your PIN.

**2.3** The card is only valid for the time period printed on the front of the card and must not be used once the card has expired. When the card expires, we may provide you with a new card.

**2.4** The card is the property of LCCU and if we ask for the card to be returned, you must stop using the card, cut the card in half across the black stripe and / or through the smartcard chip and return it to us immediately.

## 3 USING YOUR DEBIT CARD

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**3.1** Your card is linked to your account and you can use your card to (a) withdraw cash at a cash machine; (b) pay in cash at one of our local branches; (c) check your balance at a cash machine; (d) purchase items and services in store, by telephone and online; (e) change your PIN; and (f) use any additional services available at a cash machine.

**3.2** Your card may not be used for betting or gaming transactions. LCCU will decline transactions made with merchants who provide these services including bookmakers, casinos and casino hotels.

**3.3** Please note that the card can only be used to make payments where the retailer or supplier of services can authorise payment with us at the time you make the payment. If this is not possible, the payment will be declined.

**3.4** When using your card, we will only take the payment from your account when we receive the request from the payee's bank. As a result, there may be a slight delay between using your card and the money being taken from your account.

**3.5** For payments at self-service petrol stations, the sum of £100 will be a pre-authorised amount and held until the transaction payment is taken from your account. If this is not possible, the payment will be declined.

**3.5.1** The pre-authorised amount will be released as soon as the transaction payment is debited from your account and no longer than 30 days after the date of the transaction.

**3.6** Please note that for your protection, there is a daily limit on the amount of cash you can withdraw from a cash machine. We will let you know this limit when we send you your card, although this may change from time to time.

**3.7** It is possible to create a digital version of your card (such as by saving your card details online). This allows you to make payments without the use of the physical card. Please note that if you use your card in this way, you will be treated as if you used your physical card.

**3.8** Please note that there may be charges for using your card to access money, for making purchases outside of the UK or for replacing a lost, stolen or damaged card. These fees can be found in the LCCU Personal Current Account Tariff.

**3.9** When making a debit card payment overseas 3% of the transaction value will be added to the pre-authorised sum. This sum will only be debited if required to cover movements in the exchange rate between payment authorisation and the date the payment transaction is debited from your account.

## **4 KEEPING YOUR DEBIT CARD AND PIN SAFE**

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### **4.1 Debit Card**

**4.1.1** Once you receive your card you should sign it using a non-erasable ballpoint pen and take reasonable steps to keep your card safe.

**4.1.2** When using your card online, we recommend that you only enter your details on 'secure payment' websites.

**4.1.3** Do not let anyone else use your card or allow someone to take down any details regarding your card (unless you are buying or paying for an item). When you are buying an item online or over the telephone, you may be asked for your 'security code'. This is the last three numbers printed on the back of your card and may be given when requested; however you should never tell anyone your PIN.

**4.1.4** Do not tamper with your card or use your card to do anything illegal. Once your card has expired or has been cancelled, please do not continue to use the card.

**4.1.5** Keep card receipts and any other information regarding your account and card (e.g. statements) safe and dispose of them carefully (for example by shredding printed material).

### **4.2 PIN**

**4.2.1** You must keep your PIN and any other security details associated with the account (such as passwords or log-in details for online banking) secret and take all reasonable steps to keep them safe.

**4.2.2** You can change your PIN at any time using a cash machine. Do not choose a PIN that is easy to guess (e.g. your date of birth), write your PIN / security details down in a way which is easy for someone else to understand or write your PIN on your card or on anything which is kept with your card.

**4.2.3** We recommend that you shield the keypad when your PIN is used.

# Account Specific Conditions

## 1 ALL ACCOUNTS

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**1.1** To open a Bronze, Silver, Gold or Platinum Account you must be:

- (a) a member of London Community Credit Union Limited;
- (b) a UK resident; and
- (c) an individual aged 18 and over.

**1.2** This is a non-interest bearing account.

**1.3** You must ensure that you have available money in your account at the beginning of each day to cover all that day's transactions.

**1.4** You agree that we may deduct from the balance of your account or debit the amount of any transaction or other amounts due from you under this agreement. We will do this (and you will be responsible to pay the amounts except as mentioned in the General Conditions 4.5) even if:

- the debit is delayed;
- the debit will or may result in the account going overdrawn; or
- the agreement is varied or ended.

**1.5** We will provide regular statements showing the balance of your account.

**1.6** You must inform us as soon as possible of any incorrect item on your statement.

**1.7** We may decide not to accept a deposit or application from you.

**1.8** You must not go overdrawn on your account.

## **2 BRONZE ACCOUNT**

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**2.1** You will not be able to use the Direct Debit Scheme to pay bills.

**2.2** You will not be able to attach a debit card to the account for use.

## **3 SILVER ACCOUNT**

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**3.1** For Direct Debits in Sterling, your refund rights under the Direct Debit Scheme will continue to apply. Please visit [www.directdebit.co.uk](http://www.directdebit.co.uk) and click on 'Direct Debit Guarantee' for more information.

## **4 GOLD & PLATINUM ACCOUNTS**

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**4.1** For Direct Debits in Sterling, your refund rights under the Direct Debit Scheme will continue to apply. Please visit [www.directdebit.co.uk](http://www.directdebit.co.uk) and click on 'Direct Debit Guarantee' for more information.

**4.2** You use the debit card in accordance with the conditions stated in the 'Debit Card Terms and Conditions'.

**4.3** You agree that we may deduct from the balance of your account or debit the amount of any transaction or other amounts due from you under this agreement. We will do this (and you will be responsible to pay the amounts except as mentioned in General Conditions 4.5) even if:

- the debit card, card number or PIN is used in a way that is not authorised in this agreement;
- the debit is delayed;
- the debit will or may result in the account going overdrawn;
- the debit card, card number or PIN is stopped, suspended or restricted; or
- the agreement is varied or ended.

October 2018

 **London Community  
Credit Union**

# 3D Secure Terms of Use



These terms of use relates to your use of 3D Secure - a security protocol that helps to prevent fraud in online credit and debit card transactions.

## 1. Definitions

Definitions of terms used in this document: "you" and "your" means a Cardholder who uses 3D Secure. "we", "us" or "our" and "LCCU" mean London Community Credit Union.

## 2. What is 3D Secure?

**2.1** 3D Secure is a payment authentication standard for internet purchases which adds an extra layer of security when purchasing goods or services online with participating retailers. Visa calls its version Visa Secure. Mastercard calls its version Mastercard® SecureCode™.

**2.2** 3D Secure is an extra security feature of your debit and/or credit card (Card) and is not intended to replace security obligations in the terms and conditions of your Card.

## 3. Acceptance of these Terms of Use

**3.1** Use of 3D Secure will represent your acceptance of these Terms of Use.

**3.2** These Terms of Use should be read together with the terms and conditions of your Card.

## 4. How does 3D Secure work?

**4.1** You do not need to register your Card.

**4.2** When purchasing online from a participating retailer and authentication is required, you will be brought to a Mastercard SecureCode screen.

**4.3** You'll be prompted to enter a one-time passcode (passcode) sent to your mobile phone by text message (SMS) to complete

your purchase. You have a set amount of time and a number of attempts to enter the passcode correctly. If you do not enter the passcode correctly then you will be unable to complete your online purchase.

**4.4** The passcode will only be valid for the online purchase for which you have received it.

**4.5** To enable you to use 3D Secure you should make sure that the personal information we hold for you (in particular your mobile phone number) is up-to-date. For assistance, please call our Current Account team on 020 7729 9218.

**4.6** We do not charge for 3D Secure. However, you are responsible for SMS fees charged by your mobile phone provider and any internet fees when shopping online with a participating retailer.

## 5. What do I need to use 3D Secure?

**5.1** To use 3D Secure:

- you must have internet access;
- you must have a mobile phone;
- we must have your correct mobile phone number and;
- your mobile phone must be able to receive the passcode SMS.

## 6. Privacy Policy

**6.1** For verification and security purposes, we must collect certain personal information from you including your mobile phone number (personal data). We will pass your personal data to our third party data processors who administer 3D Secure.

**6.2** Your passcode and personal data will not be shared by us with online retailers.

**6.3** To learn more about how we use your personal data, please see our Privacy Policy available at [londoncu.com/privacy](https://londoncu.com/privacy)

## **7. Cardholder's Liability**

**7.1** You must tell us immediately if you know or suspect that your passcode is known to someone else.

**7.2** You understand that unless you are a victim of fraud, you are responsible for all online purchases made using your passcode. This does not affect your statutory rights or any rights that you may have under the terms and conditions of your Card.

**7.3** We will not be liable to you for any loss resulting from:

- your use or attempted use of 3D Secure
- any suspension, modification or discontinuance of 3D Secure.

## **8. Changes to these Terms of Use**

**8.1** We may add to or change these Terms of Use at any time by giving you 30 days' notice in writing before the changes take effect. However, please note that there may be circumstances in which we are unable to give you 30 days' notice (such as when we are required to make a change as a result of a change in law). In these circumstances, we will always try to give you as much notice as possible. Notice in writing may include by post, electronic mail, a notice placed in branch or on the LCCU website.

## **9. Suspension or Termination of 3D Secure**

**9.1** We may at any time suspend, modify or discontinue, either temporarily or permanently, 3D Secure.

## **10. Governing Law**

**10.1** These Terms of Use and any matter arising from them are governed by the laws of England and Wales. The Courts of England and Wales have exclusive jurisdiction in connection with them.

**Updated March 2021**