

Current Account Terms and Conditions

Terms and conditions for your Credit Union Current Account

Personal Current Account

Dear Member

If you are unhappy with your choice of account, you have 14 days to cancel it. That 14 day period “cooling off period” runs from the later of the date on which your account is opened and the date on which you first received copies of each of the following:

- ‘LCCU Terms & Condition for your Current Account’;
- ‘LCCU Personal Current Account Tariff’; and

If you wish to cancel an account, you must give written notice to your branch or at London Community Credit Union Ltd, 473 Bethnal Green Road, London E2 9QH.

If you cancel your account in the 14 day period, we will return all 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 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 Terms which would otherwise prevent you closing your account or closing it without loss of interest or additional charges.

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INTRODUCTION

The Conditions set out below form part of the agreement between you, the account holder and us, London Community Credit Union Ltd (LCCU). They tell you how your account works and what your and our obligations are once you open an account with us.

The 'LCCU Terms & Condition for your Credit Union Current Account' (including the 'LCCU Personal Current Account Tariff') and any other conditions set out by LCCU form part of the agreement and may be implied by law.

English law applies to these Conditions and to any overdraft made available on the account and the English courts have non-exclusive jurisdiction over any disputes arising between you and us.

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.com and in our branches.

The Terms are divided into two parts:

(A) General Conditions – these apply to all current accounts and services we offer to members.

(B) Account Specific Conditions – these apply to particular current accounts only.

If an Account Specific Condition is inconsistent with any General Condition, the Account Specific Condition will take priority and apply, except where we give you a right to switch or close your account without loss of interest or additional charges.

In these conditions:

- we, us or our means London Community Credit Union Ltd (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
- 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 or cash 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 security code and secure personal information registered with us for use when you become a member
- information includes any information about you or anyone associated with you, which we hold now or in the future as a result of the application process or other dealings with us, searches or checks at credit reference or fraud prevention agencies, products and services you hold within London Community Credit Union Ltd and any transactions for goods or services arising out of your account (including the supplier and the type of goods and services), and such information may include sensitive information as defined in the Data Protection Act 1998.
- PIN means the Personal Identification Number issued to you 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 Saturday, Sunday and English bank holidays.

1. YOUR INFORMATION

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.com and click on 'About Us', or contact any branch of LCCU.

1.2 The information we hold about you

Your information is made up of all the financial and personal information we hold about you and your transactions. It includes:

- (a) information you give to us;
- (b) information that we receive from third parties (including third parties who provide services to you or us and credit reference or fraud prevention or government agencies);
- (c) information that we learn about you through our relationship with you and the way you operate your accounts and/or services; and
- (d) information that we gather from the technology which you use to access our services (e.g. location data from your mobile phone, or an Internet Protocol (IP) address or telephone number).

1.3 Accessing your information and other enquiries

- 1.3.1 If you would like a copy of the information we hold about you, please write to: London Community Credit Union, 473 Bethnal Green Road, London E2 9QH. A fee of £10 is payable.
- 1.3.2 If you believe that any of the information that we hold about you is inaccurate, or if you have any queries about how we use your information which are not answered here, please visit our website at www.londoncu.com or phone 020 7729 9218 and ask one of our staff.

1.4 Changes to the way we use your information

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we will notify you and will allow a period of 30 days for you to raise any objections before the change is made. However, please note that in some cases, if you do not agree to such changes it may not be possible for us to continue to operate your account and/or provide certain products and services to you.

1.5 How we use your information

We may use your information to:

- (a) assess and process applications, provide you with products and services and manage our relationship with you and/or as part of a sale, reorganisation, transfer or other transaction relating to our business;
- (b) understand our members' preferences, expectations and financial history in order to improve the products and services we offer;

- (c) carry out financial (including credit) and insurance risk assessments and for risk reporting and risk management;
- (d) develop, test, monitor and review the performance of products, services, internal systems and security arrangements;
- (e) assess the quality of our service to members and to provide staff training;
- (f) improve the relevance of offers of products and services by LCCU to our members;
- (g) recover debt;
- (h) confirm your identity; and
- (i) prevent and detect crime, including fraud and money laundering.
- (j) comply with legal and regulatory obligations.

Application decisions may be taken based on solely automated checks of information from credit reference agencies, fraud prevention agencies, and internal LCCU records.

1.6 Sharing with third parties

1.6.1 We will not share your information with anyone outside LCCU except:

- (a) where we have your permission;
- (b) where required for your product or service;
- (c) where we are required by law and/or by law enforcement agencies, government entities, tax authorities or regulatory bodies around the world;
- (d) to third party service providers, agents and sub-contractors acting on our behalf, such as the companies which manufacture our plastic payment cards;
- (e) to debt collection agencies;
- (f) to credit reference and fraud prevention agencies;
- (g) to other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
- (h) where required for a sale, reorganisation, transfer or other transaction relating to our business;
- (i) in anonymised form as part of statistics or other aggregated data shared with third parties; or
- (j) where permitted by law, it is necessary for our legitimate interests or those of a third party, and it is not inconsistent with the purposes listed above.

We will only share your information with third parties on a limited basis following due diligence and in accordance with our internal procedures.

1.6.2 In the event that any additional authorised users are added to your account, you and the additional account user authorise us to pass information about you to the other user.

1.6.3 LCCU will not share your information with third parties for marketing purposes.

1.7 Transferring information overseas

We may transfer your information to organisations in other countries on the basis that anyone to whom we pass it protects it in the same way we would and in accordance with applicable laws.

1.8 Marketing information

If you have permitted us to do so, then we will send you relevant marketing information (including details of other products or services offered by us which we believe may be of interest to you), by mail, phone, email, text and other forms of electronic communication. If you change your mind about how you would like us to contact you or you no longer wish to receive this information, you can tell us at any time by contacting us on 020 7729 9218, or by emailing noemailsplease@londoncu.co.uk or by writing to us at 473 Bethnal Green Road, London E2 9QH or you can inform your local branch.

1.9 Communications about your account

1.9.1 We will contact you with information relevant to the operation and maintenance of your account by a variety of means including via online banking, mobile banking, email, text message, post and/or telephone. If at any point in the future you change your contact details you should tell us promptly about those changes.

1.9.2 We may monitor or record calls, emails, text messages or other communications in accordance with applicable laws for the purposes outlined in General Condition 1.5 above.

1.10 Credit reference and fraud prevention agencies

1.10.1 We may access and use information from credit reference agencies when you open your account and periodically to:

- (a) manage and take decisions about your accounts;
- (b) prevent fraud and money laundering;
- (c) check your identity; and
- (d) trace debtors and recover debts.

1.10.2 We may share information with credit reference agencies about how you manage your account including your account balance, credit limit and any arrears or default in making payments. This information will be made available to other organisations (including fraud prevention agencies and other financial institutions) so that they can take decisions about you, your associates and members of your household.

1.10.3 If false or inaccurate information is provided and/or fraud is identified or suspected, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

1.10.4 We and other organisations may access and share fraud prevention agency information about you to prevent fraud and money laundering, for example, when checking:

- (a) applications and managing credit or other facilities and recovering debt;
- (b) insurance proposals and claims; or
- (c) details of job applicants and employees.

We and other organisations may access and use this information from other countries.

1.10.5 If you would like a copy of your information held by the credit reference and fraud prevention agencies we use, please visit your branch where you can obtain their contact details. You can also contact the credit reference and fraud prevention agencies currently operating in the UK; the information they hold may not be the same so it is worth contacting them all. The agencies may charge a fee.

- CallCredit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0330 024 7579 or log on to www.callcredit.co.uk
- Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0845 603 3000 or log on to www.equifax.co.uk
- Experian, Consumer Help Service, PO Box 8000, Nottingham, NG80 7WF or call 0344 481 8000 or log onto www.experian.co.uk

1.11 How long we keep your information

We will keep your information for as long as it is required by us (even if you close your account) in order to comply with legal and regulatory requirements, or for other operational reasons, such as dealing with any queries relating to your account.

1.12 Security

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 please write to us at London Community Credit Union Ltd, 473 Bethnal Green Road, London E2 9QH.

2 USE OF ACCOUNTS

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 create a debt on your account. 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). The sort code and account number of an account identifies it, not the name of the account holder.

2.2.3 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. We may choose to proceed without obtaining further telephone confirmation of the instruction.

2.2.4 We may delay or refuse to act if:

- (a) we reasonably believe that you did not give 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; or
- (f) the payment is not in Sterling, unless we agree otherwise.

2.2.5 If we refuse to make a payment:

- (a) 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 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 or creating a debt on the account.

2.3.4 Any one of you may instruct us only to 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 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

You must:

- (a) keep your PIN (personal identification number) and other security details secret; and
- (b) tell us immediately if you think someone else may know your security details or if you suspect unauthorised use of your account by phoning us on 020 7729 9218 (or +44 207 729 9218 from abroad) or by contacting your local branch.

3 PAYMENTS INTO YOUR ACCOUNT

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 upon receipt.

3.2 Cheques

3.2.1 If a Sterling cheque is paid in at any of our branches on a business day, the money will be added to your account after 13 days and it will be available for you to use no later than the 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. After that, 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 or building society and foreign currency cheques have different clearing procedures and longer time periods may apply

3.3 Interest

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

4 PAYMENTS OUT OF YOUR ACCOUNT

4.1 Withdrawals

- 4.1.1 If the cleared balance on your account (plus any unused arranged overdraft) 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.
- 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.

4.2 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 exceed any arranged overdraft limit; or
- (b) we have reasonable grounds to suspect fraudulent activity.

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

4.2.3 We will not issue any future dated cheques. 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 payee's 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, we may take longer than 2 hours to credit the payee's account. Further information on the Faster Payments Service can be found at 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.

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

- (a) instructions received on a 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 and 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. It does not deal with the effects of misusing of a card, which is covered in the Card Terms & Condition.

4.5.2 If you suspect that an unauthorised or incorrect payment has been made from your account, please contact us immediately by phoning us on 020 7729 9218 or contacting 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 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 4.5.5 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 told us that your security details are no longer safe.

4.5.8 For Direct Debits in Sterling, your refund rights under the UK Direct Debit Scheme will continue to apply. Please visit 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

- 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.com, 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

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 All our current accounts do not 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 an informal 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.

6.2.3 To decide if your instructions would create an unarranged overdraft, only the cleared balance (plus any unused arranged overdraft) 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.

6.2.4 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.

(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 your Credit Union 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 into overdraft.

(g) We reserve the right to suspend your account if it goes into arrears on a number of occasions.

6.2.5 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 (plus any unused arranged overdraft facility) 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:

- you informally request an unarranged overdraft by issuing instructions for a withdrawal or other payment; and
- the payment cannot be met from the cleared balance in your account or any unused arranged overdraft; and
- 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 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 unarranged overdraft 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 or an Unarranged Overdraft Fee;
- (c) in repaying or reducing the rest of the overdraft.

7 CLOSING OR CONVERTING YOUR ACCOUNT

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 used for an illegal purpose;
- (c) you behave in a threatening or violent manner towards our staff; or
- (d) you were not entitled to open your account.

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 if the Account

Specific Conditions for your account permit you to do so. 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 loss of interest or additional charges.

8 COMMUNICATIONS

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 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).

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 through 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 your communications.

8.5 All communications to you will be in English.

9 CHANGES TO THE AGREEMENT

9.1 We may make changes to this agreement at any time.

9.2 We will give you 30 days' notice in writing before we make changes.

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

- 10.1 We will not be liable if we are unable to perform our obligations under this agreement due (whether directly or indirectly) to:
- The failure of any machine, data processing system or transmission link
 - Any period of essential maintenance, critical change, repair, alteration to or failure of computer systems
 - Any industrial dispute
 - Anything outside our reasonable control or that of our agents or sub-contractors.
- 10.2 You must telephone us on 0207 729 9218 or write to us at London Community Credit Union Ltd, 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.
- 10.3 We may transfer our rights and/or duties under this agreement to any person. You may not transfer any of your rights or duties under this agreement to any person.
- 10.4 Any terms and conditions of your account will be in English, governed by English Law and will communicate with you in English.
- 10.5 You may be liable for other taxes or costs that are not paid by or via us e.g. higher rate tax.
- 10.6 London Community Credit Union Ltd is a member of the Financial Services Compensation Scheme established under The Financial Services and Markets Act 2000. In respect of deposits, an eligible depositor is entitled to claim up to £75,000. 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 £75,000 each (making a total of £150,000). The £75,000 limit relates to the combined amount in all the eligible depositor's 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.
- 10.7 You also have a right to cancel your account 14 days from our receipt of your signed agreement or when you have started to transact on the account. You can cancel by writing to us at London Community Credit Union Ltd, 473 Bethnal Green Road, London E2 9QH. You will have to repay us any amount you owe us including any interest and charges and, if appropriate, cut up any cards. If you choose not to cancel, the terms and conditions including any interest rates and account charges will apply.
- 10.8 There is no minimum duration for this account.
- 10.9 If you have a complaint please telephone us on 0207 729 9218 or write to The Complaints Officer, London Community Credit Union Ltd, 473 Bethnal Green Road, London E2 9QH.

11 REMOTE BANKING TERMS

11.1 Introduction

This Condition 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 the 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; or

(d) we consider it appropriate for your protection.

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.

LOSS OR MISUSE OF THE CARD

If any card is lost or stolen or used by someone else without your permission then you may have pay up to £100 towards our losses. If they are used due to your gross negligence or with your permission, you will probably be liable for ALL losses. You will not be liable for losses to us which take place after you have told us about the loss, theft etc. provided you write to us within 7 days to confirm.

London Community Credit Union Ltd is authorised and regulated by the Prudential Regulation Authority & Financial Conduct Authority (Firm Reference Number: 213743), subscribes to the Banking Code, is a member of the Financial Ombudsman Service and is licensed by the Office of Fair Trading.

ACCOUNT SPECIFIC CONDITIONS

1 BRONZE ACCOUNT

1.1 To open a Bronze Account you must be a:

- (a) member of London Community Credit Union Ltd; and
- (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
- 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 overdraw your account.

1.9 You will not be able to attach an integrated debit card to the account for use nor will you be able to use the Direct Debit Scheme or Standing Orders to pay Bills.

2 SILVER ACCOUNT

2.1 To open a Silver Account you must be a:

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

2.2 This is a non-interest bearing account

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

2.4 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
- the agreement is varied or ended.

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

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

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

2.8 You must not overdraw your account.

2.9 You will not be able to attach an integrated debit card to the account for use.

3. GOLD ACCOUNT

3.1 To open a Gold Account you must be a:

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

3.2 This is a non-interest bearing account

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

3.4 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 General Conditions 4.5) even if:

- the 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 card, card number or PIN is stopped, suspended or restricted
- the agreement is varied or ended.

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

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

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

3.8 You must not overdraw your account.

3.9 You should review the Debit Card (or the temporary Prepaid Debit Card) Terms & Conditions

4. PLATINUM ACCOUNT

4.1 To open a Platinum Account you must be a:

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

4.2 This is a non-interest bearing account

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

4.4 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 General Conditions 4.5) even if:

- the 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 card, card number or PIN is stopped, suspended or restricted
- the agreement is varied or ended.

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

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

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

4.8 You must not overdraw your account.

4.9 You should review the Debit Card (or the temporary Prepaid Debit Card) Terms & Conditions

