

CCB CREDIT UNION CURRENT ACCOUNT - TERMS AND CONDITIONS

Thank you for choosing a CCB Credit Union Current Account.

The conditions set out below, together with the tariff and any other conditions which may be implied by law, form the agreement between you, the account holder, and us, Cornwall & The Isles of Scilly Credit Union Ltd. They tell you how your account works and what your and our obligations are once you open an account with us.

In these conditions:

- **we, us or our** means Cornwall & The Isles of Scilly Credit Union Ltd, 11a Frances Street, Truro, TR1 3DN, and any person to which the rights and/or duties of Cornwall & The Isles of Scilly Credit Union Ltd 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;
- **customer security details** means your security code and secure personal information registered with us for use when you become a customer;
- **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 Cornwall & The Isles of Scilly 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;
- **working day** means any day other than Saturday, Sunday and bank holidays.

1. ACCOUNT BASICS

- 1.1 To open an account you must be a member of Cornwall & The Isles of Scilly Credit Union Ltd and a UK resident aged over 16.
- 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 condition 5.6) 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.
- 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.

2. IN THE EVENT YOUR ACCOUNT BECOMES OVERDRAWN

- 2.1 You must immediately pay into or transfer enough money to the account to bring the balance back into credit.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 At our option we will transfer funds from your Credit Union account into your Current Account to bring the balance back into credit and vice versa to repay outstanding loans.
- 2.6 We reserve the right to refuse to pay a Direct Debit if your account goes into overdraft.
- 2.7 We reserve the right to suspend your account if it goes into arrears on a number of occasions.

3. CARD ISSUE AND PIN

- 3.1 By entering into this agreement, you are asking us to issue to you a card including any additional, renewal or replacement card, on the basis of this agreement.
- 3.2 This card is and will remain our property and you must return it to us immediately if we ask you to do so and any person acting for us may recover or keep it. You must ensure that the card has been destroyed or cut in half and returned to the address set out in condition 10.2.
- 3.3 We will issue you with a PIN which you can use with the card to take out cash from a cash dispenser.

3.4 You may only use the card:

- if you comply with this agreement;
- if you are in credit;
- to use facilities which we make available to you from time to time;
- during the period from which the card is stated to be valid **but** if we have notified you that the card has been cancelled or withdrawn, or that this agreement has been terminated then you must **not** use the card in any circumstances.

4. CHARGES AND INTEREST

4.1 You will be charged a handling fee of 2% or £2 (whichever is the greater) on the amount of any cash advance or purchase of travellers' cheques or foreign currency with the card from a Visa or Plus cash dispenser or a Visa authorised bank branch.

4.2 The amount of any transaction in a currency other than sterling will be converted into sterling at a rate set by the Co-operative Bank and we will apply a commission charge of 2.75%.

4.3 We may make other charges from time to time for running the account. We may also vary the charges or any rates of interest or introduce new ones but we will let you know if we do so in accordance with condition 11.2. Details of charges are set out in the tariff.

5. CARD SECURITY

5.1 You must sign the card as soon as you receive it and take reasonable steps to keep it secure at all times. **You must not let anyone else use the card with or without your PIN.**

5.2 You must keep the PIN secret at all times and not let anyone else know or use it. You must destroy the advice of the PIN immediately after receipt.

5.3 You will take all reasonable care to keep the card safe at all times and separate from the PIN.

5.4 You may only disclose the card number:

- for the purpose of a transaction;
- when reporting the loss or theft of the card.

5.5 If a card is lost or stolen or you think that the PIN may be misused by someone else then you must immediately telephone us on 0845 603 8702.

5.6 The maximum you will have to pay us for our losses if the card is used by someone **without** your permission is £50.

5.7 If the card is used by someone **with** your permission or as a result of your fraud or gross negligence then you may have to repay us all our reasonably foreseeable losses.

5.8 You must give us:

- any information you may have in connection with the loss, theft or misuse of any card, or disclosure of the PIN;
- any reasonable assistance which we may need to help us to recover a missing card.

5.9 If you or we suspect the loss, theft, misuse or disclosure of any card, or PIN then we may give the police any information concerning you or your account which we consider relevant.

5.10 If a card is found after being reported lost, stolen or liable to misuse then you must not use it but must destroy the card by cutting it in half and returning it immediately to the address set out in condition 10.2.

6. REFUSALS, REFUNDS, CLAIMS AND STOPPING PAYMENT

6.1 We accept no responsibility if any other person, retailer or bank (or cash dispenser) refuses to accept any card.

6.2 We will only credit the account with a refund in respect of a transaction if we receive a refund voucher acceptable to us.

6.3 Subject to any statutory rights you may have, you may not use any claim against any other person as a defence or counterclaim against us.

6.4 If you want to stop a direct debit or similar arrangement to pay someone from your account, you will be responsible for telling the person or organisation you are paying that you want to cancel the authority or similar arrangement.

7. BREAKING THIS AGREEMENT AND WITHDRAWAL OF CARD

7.1 We reserve the right to charge to your account any reasonable costs or expenses which we pay in order to enforce our rights in respect of this agreement.

7.2 We may, if you break this agreement or where we suspect there may be fraudulent activity on your account, without notice:

- cancel or suspend your right to use the card entirely or in respect of specific facilities;
- refuse to reissue, renew or replace any card.

7.3 If we do withdraw any card in any of the circumstances referred to in condition 7.2, you must nevertheless continue to comply with this agreement.

8. A CONDENSED GUIDE TO THE USE OF YOUR PERSONAL INFORMATION BY OURSELVES AND AT CREDIT REFERENCE AND FRAUD PREVENTION AGENCIES

Your information may be held by us in any form and used by us for the purpose set out below.

8.1 We and other organisations may also access and use this information to prevent fraud and money laundering. This may include the following purposes:

- checking details on applications for credit and credit related or other facilities;
- to make credit decisions about you and anyone to whom you are linked financially or other members of your household;
- managing credit and credit related accounts or facilities;
- to consider and implement business, product and technology developments;
- to undertake statistical analysis, financial risk assessment, money laundering checks (which may include telephoning you), compliance and regulatory reporting, fraud prevention and recovering debt;
- checking details on proposals and all types of insurance for you and anyone else linked to your insurance proposal or claim;
- to help us identify products and services which may be of interest to you;
- checking details of job applicants and employees;
- meeting any obligations we may have under the card scheme your card is issued under.

8.2 When you apply to us to open an account, this organisation will check the following records about you and others (see 8.13 below)

i) Our own;

ii) Those at credit reference agencies (CRAs). When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders. They supply to us both public (including the electoral register) and shared credit and fraud prevention information;

iii) Those at fraud prevention agencies (FPAs).

We will make checks such as assessing this application for credit and verifying identities to prevent and detect crime and money laundering. We may also make periodic searches at CRAs and FPAs to manage your account with us.

8.3 Information on applications will be sent to CRAs and will be recorded by them. If you go overdrawn and do not repay immediately, CRAs will record the outstanding debt (see 2.4). This information may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace your whereabouts and recover debts that you owe. Records remain on file for 6 years after they are closed, whether settled by you or defaulted.

8.4 If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.

8.5 If you have borrowed from us and do not make payments that you owe us, we will trace your whereabouts and recover debts.

8.6 We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

8.7 Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.

8.8 We may link your information between your account(s) and other products and services you have with us and with information about others with whom you have a financial link.

8.9 We may identify and tell you by letter, telephone, fax, including automated dialling, e-mail or any other means of communication about products and services which may be of interest to you and which are offered by us (if you do not wish to receive such information please write to us at Cornwall & The Isles of Scilly Credit Union Ltd, 11a Frances Street, Truro, TR1 3DN, for more details, but please note this may mean you will not receive information about business, product or service developments which may be of benefit to you). You do agree that we can forward any newsletter, statement message, new terms and conditions or information about any changes to the way your account(s) operate or provide information on card carriers.

8.10 We will disclose information outside the Credit Union only:

- where you have provided your agreement;
- to our agents or subcontractors for operational reasons;
- to any persons, including, but not limited to, insurers, who provide a service or benefits to you for us in connection with your account;
- to licensed credit reference agencies as set out below;
- to fraud prevention and other agencies to help prevent crime or where we suspect fraud;
- if compelled to do so by law;
- for the purpose of compliance and regulatory reporting (for example to the Banking Code Standards Board) and to confirm your identity for money laundering purposes, which may include checking the electoral register;
- to any person to whom we will or intend to transfer our rights or obligations;
- if your card or PIN are lost or stolen, or to meet any obligation we may have under any card scheme your card is issued under.

8.11 We may disclose your information to licensed credit reference and/or fraud prevention agencies to help make financial or insurance proposals and claims decisions (this will be during the application process and on an ongoing basis, to decide whether to continue to make products or services available to you or adjust any level of credit) for you and anyone with whom you are linked financially or other members of your household – our enquiries or searches may be recorded – and credit reference agencies may supply us with financial information.

8.12 We may also disclose information to licensed credit reference agencies about how you conduct your account(s) and this information may be shared with other financial institutions to help make financial decisions about you and anyone with whom you are linked financially or other members of your household. If you borrow and do not repay in full and on time, we may tell credit reference agencies who will record the outstanding debt.

8.13 A link between any individual identified as your financial partner will be created at credit reference agencies, which will link your financial records. You and anyone else with whom you have a financial link understand that each other's information will be taken into account in all future applications by either or both of you. This linking will continue until one of you successfully files a disassociation at the credit reference agencies.

8.14 You agree that your information may be transmitted to, from and/or through any country as a result of your use of your account(s) and any services which form part of your account(s) irrespective of the levels of data protection provided in any particular country and at your own risk. If we transfer your information to an agent or subcontractor who provides a service to us in another country outside the European Economic Area we will ensure they agree to treat your information with the same level of protection as us.

8.15 If you write to us and pay a fee you have a right of access to your information held by us. Write to us at Cornwall & The Isles of Scilly Credit Union Ltd, 11a Frances Street, Truro, TR1 3DN,.

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

- **CallCredit**, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414
- **Exquifax PLC**, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0870 0100583 or log on to www.myexquifax.co.uk
- **Experian**, Consumer Help Service, PO Box 8000, Nottingham, NG80 7WF or call 0870 2416212 or log onto www.experian.co.uk

Please contact us at Cornwall & The Isles of Scilly Credit Union Ltd, 11a Frances Street, Truro, TR1 3DN, 0800 0556873 or 01872 321366, if you want to receive details of the relevant fraud prevention agencies.

8.17 Law enforcement agencies may access and use this information.

8.18 We may record and/or monitor telephone calls to enhance security, sort out complaints, improve our customer service and for staff training purposes.

8.19 If you would like to read full details of how your data may be used, phone 0800 0556873 or 01872 321366 and ask one of our staff.

9. CUSTOMER SECURITY DETAILS

9.1 As part of this agreement you must register a separate security code and secure personal information ("customer security details") for use when you become a customer.

9.2 When you use your customer security details you are authorising us to carry out all your instructions given over the telephone or in branch including instructions to make payments from your account whether or not given or confirmed by you.

9.3 We will only accept instructions if your customer security details are used as requested and accepted. Any failure or error in relation to your customer security details will result in access to your account being blocked. If this happens, you must immediately contact us on 0800 0556873 or 01872 321366.

9.4 You must do all you can to stop anyone else using your customer security details and must **not**:

- write them down;
- tell them to anyone else.

9.5 If you suspect that someone knows your customer security codes, you must immediately contact us on 0800 0556873 or 01872 321366.

9.6 The maximum you will have to pay us for our losses if your customer security details are used by someone else **without** your permission is £50.

9.7 If the customer security details are used by someone with your permission or as a result of your fraud or gross negligence you may have to repay us for all our losses.

9.8 We may ask that you agree to assist us in our efforts to recover any loss as a result of unauthorised use of your customer security details.

9.9 For your protection, we reserve the right to suspend access if:

- incorrect customer security details are used to attempt to access your account;
- we suspect an unauthorised person is attempting to access your account.

The services available to you using customer security details may vary over time and we may suspend or terminate any services available but will inform you of any changes in accordance with 11.2.

10. ENDING THIS AGREEMENT

10.1 You can close this account and end this agreement by telephoning us on 0800 0556873 or 01872 321366 or writing to us at Cornwall & The Isles of Scilly Credit Union Ltd, 11a Frances Street, Truro, TR1 3DN. We may end 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).

10.2 If you have a card, you must confirm that it has been destroyed or return it to us cut in half to: Cornwall & The Isles of Scilly Credit Union Ltd, 11a Frances Street, Truro, TR1 3DN.

10.3 You must repay to us any amount owing to us on the account (including interest and charges).

10.4 Any termination will not affect your obligations under this agreement to us which have arisen before termination including any transactions charged to your account after the return of any card.

11. CHANGES

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

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

11.3 We may make or introduce charges from time to time in respect of the account, please refer to the 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.

12. GENERAL

12.1 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.

12.2 You must telephone us on 0800 0556873 or 01872 321366 or write to us at Cornwall & The Isles of Scilly Credit Union Ltd, 11a Frances Street, Truro, TR1 3DN, 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.

12.3 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.

12.4 Any terms and conditions of your account will be in English, governed by English Law and will communicate with you in English.

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

12.6 Cornwall & The Isles of Scilly Credit Union Ltd is a member of the Financial Services Compensation Scheme. Further details of the scheme are available on request.

12.7 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 Cornwall & The Isles of Scilly Credit Union Ltd, 11a Frances Street, Truro, TR1 3DN, 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.

12.8 There is no minimum duration for this account.

12.9 Cheques paid into this account may take up to 10 days to clear before funds are available for withdrawal.

12.10 If you have a complaint please telephone us on 0800 0556873 or 01872 321366 or write to The Complaints Officer, Cornwall & The Isles of Scilly Credit Union Ltd, 11a Frances Street, Truro, TR1 3DN,.

13. 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 £50 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.