

THE ABCUL CREDIT UNION PREPAID CARD

SUMMARY BOX

The information in these tables summarises key product features and is not intended to replace any terms and conditions.

ON APPLICATION

Card fee	£3.50
Other up-front fees	£0.50 to load the card
Load and balance limits	Minimum load £10 Maximum load £3,500 Maximum balance £3,500

ONGOING

Top-up fee	£0.50 to load the card
Cash withdrawal fee	£0.75 for UK Transactions £1.50 for Transactions made outside the UK
Purchase transaction fee (including cashback)	Nil for UK Transactions £0.50 for Transactions made outside the UK
Foreign transaction fee	1% of the transaction amount (applies to cash withdrawals and purchase transactions made in a currency other than that of the card. Please refer to clauses 9 and 10 of the terms and conditions)
Replacement card fee	Free on expiry Free for the first two replacement cards in a 12 month period £3.50 thereafter
SMS (text message) fee	£0.50 (excluding PIN and passcode retrieval)
Load and balance limits	Minimum load £10 Maximum load £3,500 Maximum balance £3,500
Transaction limits (volume / value)	Max cash withdrawals per day: 10 / £300 Max purchase transactions per day: 15 Max cash withdrawals over 4 days: 20 / £1,200 Max purchase transactions over 4 days: 60 / £7,000
Other usage restrictions	Restrictions apply on pre-booking and reservation transactions. For full details please refer to clauses 4.5 and 4.6 of the terms and conditions.

CLOSURE

Cancellation fee	Nil
Redemption fee	Nil

THE ABCUL CREDIT UNION PREPAID CARD TERMS AND CONDITIONS

Important information you need to know

Please read this Agreement carefully before you use your Card. This information forms the Terms and Conditions of your ABCUL Credit Union Prepaid Card. By activating your Card you accept the Terms and Conditions and you understand and accept the risks highlighted in paragraphs 2.3 and 16.4 of this Agreement. If there is anything you do not understand or agree with, please contact Customer Services using the contact details in paragraph 18 of this Agreement.

I. DEFINITIONS & INTERPRETATIONS

The following capitalised words and phrases will have the following meanings:

“ABCUL” means Association of British Credit Unions Limited, a company registered in England and Wales with company number 23136R whose registered office is at Holyoake House, Hanover Square, Manchester, M60 0AS.

“Account” means the electronic account associated with your Card.

“Agreement” means the agreement between you and us regulating the operation of your Card, which includes these Terms and Conditions and the Summary Information Box which can be varied from time to time.

“Available Balance” means the value of funds loaded onto your Card and available for use.

“Business Days” means the days of Monday to Friday but does not include bank or public holidays in England.

“Card” means the ABCUL Credit Union Prepaid Card issued to you under this Agreement.

“Card Number” means the 16 digit number on the front of your Card.

“Cardholder” means you, the person entering into this Agreement with us.

“Credit Union” means the Credit Union through which your Card was issued.

“Customer Services” means the contact centre for dealing with queries about your Card. Contact details for Customer Services can be found in paragraph 18.

“EEA” means the European Economic Area which currently includes all countries in the European Union together with Iceland, Norway and Liechtenstein.

“e-money” means the electronic money associated with your Card.

“Foreign Currency Transaction Fee” means the fee we charge you whenever a Transaction is carried out in a currency other than the currency of the Card. The fee is currently equivalent to 1% of the total amount of the Transaction.

“Full Deductible Amount” means the full transaction amount, including the Transaction itself along with any associated fees, charges and taxes.

“Merchant” means a retailer, or any other person, firm or corporation that accepts cards which display the Visa Acceptance Mark.

“PIN” means your four digit personal identification number for use with the Card.

“Rate of Exchange” means the rate as determined by Visa to carry out a currency conversion whenever a Transaction is processed in a currency other than the currency of the Card. The Rate of Exchange is variable and will be applied to the Transaction on the date the Transaction is charged to your Account.

“Transaction” means a retail sale, a cash advance, cash back or a cash machine withdrawal completed by you using your Card. Transaction fees apply, see paragraph 10.

“Visa” means VISA Europe Limited, a company registered in England and Wales with company number 05139966 whose registered office is at Sheldon Square, London, W2 6TT, United Kingdom

“we”, “us” or “our” means Clydesdale Bank PLC, a company registered in Scotland with number SC001111 whose registered office is 30 St Vincent Place, Glasgow, G1 2HL. Clydesdale Bank PLC is authorised and regulated by the Financial Services Authority to issue e-money and is registered in the Financial Services Register with registration number 121873.

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“Website” means the ABCUL Credit Union Prepaid Card website located at www.mycarddetails/cucard or such other URL as designated from time to time that allows you access to your personal card information including Account balance and Transaction history. The Website provides up-to-date information about your Account and you will need an internet connection in order to access it.

“you”, “your” means the Cardholder.

2. YOUR CARD

2.1 Your Card is an e-money prepaid card. This is not a credit, charge or debit card.

2.2 Your Card has been issued by Clydesdale Bank PLC. Your rights and obligations relating to the use of this Card are subject to this Agreement between you and us; you have no rights against Visa Europe Limited or their respective affiliates. If you experience any difficulties in using the Card you should contact Customer Services. The e-money associated with this Card is provided to you by us, and will be denominated in sterling. The Card remains the property of Clydesdale Bank PLC.

2.3 In the unlikely event that Clydesdale Bank PLC become insolvent, the e-money on your Card may lose its value and become unusable and accordingly you may lose the opportunity to spend the money on the Card.

2.4 These Terms and Conditions are written and available in English and we undertake to communicate with you in English regarding any aspect of your Card or Account.

2.5 Any transactions on the Card will be executed and recorded in the currency of the Card.

3. BUYING, RECEIVING AND ACTIVATING YOUR CARD

3.1 You may only apply for a Card if you are a member of the Credit Union and resident in the United Kingdom and are over the age of 18 years. Third parties are not permitted to purchase a Card on your behalf. Cards can only be purchased and topped up at the Credit Union (card fees apply at application - see paragraph 10).

3.2 To ensure compliance with regulatory requirements, we are required to verify your identity and current address which we do as part of the application process.

3.3 We do not issue paper statements but you agree that we may communicate with you by email, in writing or SMS for issuing any notices or information about your Account or Card and therefore it is important that you register with the Website and provide a valid email address and/or mobile telephone number. Additionally, your Transaction history and statements are made available to you on the Website and you will need to register in order to be able to obtain this information. Statements can be retained by printing them. Alternatively you can request your statement information by calling Customer Services.

3.4 We will issue your Card to you on the basis of the information that you have provided. You agree to provide accurate personal information and to tell us of any changes as soon as possible so that our records remain correct. You should update any changes to your personal information by visiting the Website or calling Customer Services. In particular, you should always keep us informed of changes to your email address or telephone number.

3.5 Cards purchased will not show your name and will be given to you at the time of application.

3.6 By using the Card you confirm that:

3.6.1 You are aged 18 years or over;

3.6.2 The information provided to us by you is accurate and complete and is not false or misleading in any way.

3.7 When you receive your Card you must sign it immediately and activate it via SMS or our automated telephone service. You can obtain your PIN via SMS or using our automated telephone service.

3.8 You may use your Card to undertake Transactions, subject to 3.7. You will need a PIN for cash machine withdrawals and to authorise any retail sales transactions in the UK and in some countries abroad. Please see paragraph 4.2 for full details on how to authorise Transactions.

3.9 You must do all that you reasonably can to keep the Card and your PIN and other security details secret and safe from misappropriation by any third party at all times.

3.10 You must never allow anyone else to use your Card, PIN or other security information.

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3.11 You should never reveal your PIN to anybody. We will not reveal your PIN to a third party.

3.12 You will be able to change your PIN at any UK Bank cash machine that has a PIN change facility. When you select or change your PIN you should not select a PIN that can be easily guessed, such as, for example, a number that:

- is easily associated with you, such as your telephone number or birth date,
- is part of data imprinted on the Card,
- consists of the same digits or a sequence of running digits, or
- is identical to a previously selected PIN

3.13 The PIN may be disabled if an incorrect PIN is entered three (3) times. If the PIN is disabled you can reactivate it at a participating UK ATM displaying the Visa Acceptance Mark by selecting 'PIN Services' and following the instructions on the screen. If the PIN is disabled at a point of sale terminal you may need to reactivate your PIN.

4. USING YOUR CARD

4.1 Your Card can be used at any Merchant.

4.2 You can authorise Transactions on your Card at any Merchant by entering your PIN or other security code. If the Merchant does not accept chip and PIN authorisation, the Merchant may allow you to authorise the Transaction by signing the receipt. Please be aware that you may not stop a Transaction once it has been authorised as at that point it is deemed to be received by us. You will be responsible for all Transactions where you authorise such Transaction, regardless of the manner of such authorisation. Transaction fees apply for all Transactions made outside the UK, see paragraph 10.

4.3 Your Card can be used to make withdrawals at cash machines bearing the Visa Acceptance Mark or at participating banks to make cash advance withdrawals (fees & limits apply, see paragraph 10). Please note that extra cash machine fees in addition to those shown in paragraph 10 may be charged by certain cash machine providers.

4.4 Your Card is a prepaid card, which means that the Card's Available Balance will be reduced by the full amount of each Transaction and authorisation (see explanations in 4.5.1 to 4.6 of the different circumstances in which requests for authorisation might take place), plus any applicable taxes and charges, including any additional cash machine charge if any. This is your 'Full Deductible Amount', which must be less than or equal to the Available Balance on your Card. You must not use your Card after the expiry date of the Card or if the Full Deductible Amount exceeds the Available Balance. If, for any reason, a Transaction is processed for an amount greater than the Available Balance on your Card, you must repay us the amount by which the Full Deductible Amount exceeds your Available Balance within 14 days of receiving an invoice from us. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

4.5 Due to security safeguards, Merchants that accept your Card are required to seek authorisation from us for all of the Transactions that you make. There are some circumstances where Merchants may require you to have an Available Balance greater than the value of the Transaction you wish to make. You will only be charged for the actual and final value of the Transaction you make. Merchants request this as they may need to access more funds than you initially planned to spend. For example but not exclusive to:

4.5.1 Hotels and rental cars – As Merchants may not be able to accurately predict how much your final bill will be, they may request an authorisation for funds greater than your Available Balance. This is called pre-authorisation. We suggest that you consider using an alternative card for pre-authorisations and that you use your Card when checking out. You will not be charged twice.

4.5.2 Internet Merchants – Certain internet Merchant sites will, on registration or at checkout stage, send a request for payment authorisation to verify if funds are available. This will temporarily impact your Available Balance. Also please bear in mind that many sites won't deduct payment until goods are dispatched so please be aware of this when checking your balance to make sure you've always got funds available to cover your purchases.

4.5.3 Merchants may not be able to authorise your Transaction if they can't obtain an online authorisation from us. Examples include on-board cruise or train charges and some in-flight purchases.

4.6 Your Card cannot be used at self service petrol pumps. You can use your Card to pay by taking it to the cashier.

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4.7 Your Card should not be used as a form of identification. We will decline any authorisation requests from Merchants using your Card for identification purposes.

4.8 You can check your balance and Transaction history for free by visiting the Website. You can also check your balance and Transaction history by calling Customer Services or by contacting your Credit Union. Provided that you have registered your mobile phone number on the Website then you can choose to check the Available Balance on your Card by SMS (fees apply, see paragraph 10). In the event that you choose to use this service then your mobile service provider will charge standard network fees for each SMS message. You acknowledge that such fees may be at international rates and we suggest that you check with your mobile service provider to confirm the applicable fees.

4.9 You should check the details of your Transactions regularly. If your statement includes any item which seems to be wrong, please notify us as soon as possible. Unless you tell us there is an unauthorised Transaction as soon as you become aware of it (and in any event no later than 13 months from the date of the Transaction was debited to your Card), you will not be able to claim a refund under paragraph 11.4.

4.10 The Available Balance on your Account will not earn any interest.

4.11 We may ask you to surrender the Card at anytime for a valid reason in accordance with the provisions in paragraph 14 of these Terms and Conditions. If we do so, we will give you back your e-money in accordance with paragraph 7 of these Terms and Conditions.

5. TOPPING-UP YOUR CARD

5.1 Providing you are a member of the Credit Union you may load funds onto your Card at any time before the expiry date so long it is within your maximum limit per Account (see paragraph 10). You can only load funds onto your Account at your Credit Union. Unless stated otherwise, top-ups will be credited to your Available Balance immediately. (fees apply, see paragraph 10).

5.2 We reserve the right to suspend or terminate the right to top-up your Card where we reasonably consider it necessary to protect the security of your Card or because we suspect that there may be unauthorised or fraudulent use of the Card. We will tell you in advance where we are able to otherwise we will let you know immediately afterwards unless we are prohibited to do so by law.

6. CARD EXPIRY

6.1 The expiry date of your Card is printed on the front of the Card. You will not be able to use your Card if it has expired. Providing you are still a member of the Credit Union you can apply for a replacement Card by contacting Customer Services or your Credit Union. Alternatively you can request a refund of the Available Balance according to the provisions of paragraph 7.

6.2 If your Card has been used in the 6 months prior to the month of expiry and you are still a member of the Credit Union we will send you a replacement Card prior to the Card expiry date.

6.3 If your Card is renewed you will be issued a replacement Card and any outstanding Available Balance will be transferred.

6.4 If you tell us you do not want your Card renewed we will close your Account on the expiry date. If there is an outstanding Available Balance at expiry, this will be sent to your registered address by cheque or by direct transfer to your Credit Union Account within 15 Business Days of the closure of your Account

6.5 If your Card is not renewed or you have not instructed us to close your Account in accordance with paragraph 6.4:

6.5.1 Where there is no outstanding Available Balance at expiry, we will close your Account on the expiry date.

6.5.2 Where there is an outstanding Available Balance at expiry we will close your Account when the outstanding Available Balance has been redeemed. Any outstanding Available Balance on the Card will remain yours to redeem at any time in accordance with the provisions of paragraph 7.

7. REDEEMING E-MONEY

7.1 If you would like to redeem any unused e-money held on your Card in full or in part you may do so at any time (subject to paragraph 7.4) so as long as:

7.1.1 we believe you have not acted fraudulently, and

7.1.2 we are not prohibited from doing so by any applicable law, regulation, court order or instruction or guidance of a competent regulatory authority or agency.

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7.2 You can obtain redemption of any unused funds by contacting Customer Services. The balance of your Card will be refunded to you by cheque or by direct transfer to your Credit Union Account within 15 Business Days of such a request.

7.3 Please note, our procedures may require us to carry out various checks reasonably required to prevent fraudulent use of your Card before we can process your redemption request. Redeemed funds will only be payable to you as the cardholder and can not be paid to a third party.

7.4 You will lose the right to redeem your e-money held on your Card if you make your request for redemption more than 6 years from the date when the last Card issued on your Account has expired.

7.5 If we find any additional withdrawals, fees or charges have been incurred on your Card following the processing of your redemption funds, we'll send an itemised invoice to you and we will require you to refund us within 14 days of the invoice. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding

8. LOST, STOLEN OR DAMAGED CARDS

8.1 You should treat the e-money on your Card like cash in your wallet. If you lose your Card or it's stolen you may lose any e-money on it in just the same way as if you lost your wallet.

8.2 In the event of loss, theft, fraud or any other risk of an unauthorised use of your Card you must contact Customer Services on 0845 467 4620 immediately. You will be asked to provide us with your Card Number and some identifying details so that we can block your Card. We may ask you to confirm the loss in writing.

8.3. If your card is damaged or malfunctions, you must contact Customer Services in accordance with the details shown in paragraph 18.

8.4 If our records show that there is an Available Balance remaining on your Card, we will cancel the Card to limit any further losses. Unless you have acted fraudulently, we will replace your Card with an equivalent to your last Available Balance loaded on it.

8.5 Other than where paragraphs 8.7 and 8.8 apply to you, your liability will not exceed £50 where your Card has been lost or stolen or where you have failed to keep your Card and the associated security information safe. After Customer Services have been notified that a Card has been lost or stolen or is potentially liable to misuse you will not have to pay for any subsequent use of the Card unless you acted fraudulently.

8.6 Our liability is limited to those amounts wrongly charged to your Account.

8.7 You will have to pay for all losses if you acted fraudulently.

8.8 You will have to pay for all losses which arise before you give us effective notification under paragraph 8.2 if we can show that you acted with intent or gross negligence in failing to comply with any of the requirements of paragraphs 3.7, 3.9, 3.10 and 3.11, where the losses arise before you tell us the Card has been lost or stolen or maybe liable to misuse.

8.9 Replacement Cards are subject to a fee as detailed in paragraph 10.

8.10 If you subsequently find or retrieve a Card that you have reported lost or stolen you must notify us immediately.

9. TRANSACTIONS MADE IN FOREIGN CURRENCIES

9.1 If you make a Transaction in a currency other than the currency in which your Card is issued (a Foreign Currency Transaction), the Transaction will be converted to the currency of your Card at the Rate of Exchange as determined by Visa on the date the Transaction is charged to your Account. We will use a rate set by Visa which will be available on each Business Day and changes in the Rate of Exchange shall take effect immediately. We will add Foreign Currency Transaction Fee (see paragraph 10) to this rate. Rates of Exchange can fluctuate and they may change between the time a Transaction is made and the time it is deducted from your Available Balance. For Transactions made in the EEA or in an EEA currency you can find out the Rate of Exchange by contacting Customer Services.

10. FEES AND LIMITS

10.1 The Cards are subject to certain fees and limits as follows:

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FEES

Card fee	£3.50 (for cards issued at account opening)
Card load fee	£0.50
Cash withdrawal fee	£0.75 for UK Transactions £1.50 for Transactions made outside the UK
Purchase transaction fee (including cashback)	Nil for UK Transactions £0.50 for Transactions made outside the UK
Foreign transaction fee	1% of the transaction amount (applies to cash withdrawals and purchase transactions made in a currency other than that of the card. Please refer to clauses 9 and 10)
Replacement card fee	Free on expiry Free for the first two replacement cards in a 12 month period £3.50 thereafter
SMS (text message) fee	£0.50 (excluding PIN and passcode retrieval)
Cancellation fee	Nil
Redemption fee	Nil
Expired card fee	Nil
Personal data inspection fee	£10

ACCOUNT LIMITS

Maximum balance	£3,500
Min load / max daily load	£10 / £3,500
Transaction limits (volume / value)	Max cash withdrawals per day: 10 / £300 Max purchase transactions per day: 15 Max cash withdrawals over 4 days: 20 / £1,200 Max purchase transactions over 4 days: 60 / £7,000

10.2 We will deduct any taxes or charges due from the Available Balance on your Card. If there is no Available Balance of funds on your Card, or taxes or charges exceed the balance of funds available, we shall send an invoice to you and will require you to refund us within 14 days of the invoice. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

11. DISPUTES AND REFUNDS

11.1. We will credit your Card with a refund when we receive a refund voucher or other refund confirmation acceptable to us.

11.2. We will refund you if:

11.2.1 you did not agree to the exact amount of the payment;

11.2.2 the amount of the payment ended up being more than you could reasonably have expected in the circumstances (including your previous spending pattern); and

11.2.3 you ask for a refund within 8 weeks of us debiting the payment to your Card.

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11.3 We may ask you for information which we reasonably consider necessary in order to investigate whether you are entitled to a refund under paragraph 11.2. Within 10 Business Days of you asking for the refund or us of receiving any extra information we have asked for, we will either refund you or refuse the refund and explain our reasons for doing so if we are able to tell you.

11.4 Subject to paragraph 4.9, if you tell us a Transaction was unauthorised we will examine your Account and the circumstances of the Transaction. Once we are reasonably satisfied you did not authorise it and that we are required to refund the Transaction under this Agreement, we will refund the Transaction amount together with any charges on that amount, and will have no further liability to you. If we subsequently discover that you were not entitled to a refund we may re-debit the amount of the Transaction from your Card. This will take effect from the original date the Transaction was posted to your Account.

12. VARIATION

12.1 We may change the Terms and Conditions of this Agreement, including fees and limits by providing you with at least 60 days notice by email or SMS text (provided you have registered on the Website and maintained your email address or mobile telephone details). If your email address is not registered or we do not hold your mobile telephone number we will write to you and will ensure the most recent version is always available on the Website. If you do not want to continue this Agreement because of a change we are making you have the right to terminate this Agreement immediately and without charge by giving us written notice before the change comes into effect. However, in the event you do not cancel during this period then you will be deemed to have accepted them and the changes will apply to you.

12.2 If any change to this Agreement is to your benefit then we may make the change with less than 60 days' notice.

12.3 Changes to the exchange rate described in paragraph 9 may be applied and without prior notice. You can obtain up to date rate information in accordance with paragraph 9.1.

12.4 If any part of this Agreement is inconsistent with any regulatory requirements then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical. We will update our Terms and Conditions to reflect the new regulatory requirements when they are next reprinted.

12.5 Any notices you wish to give under this Agreement must be in writing to the address provided in paragraph 18.

13. CANCELLATION

13.1 You may cancel this Agreement without penalty and without giving a reason within 14 days after the date you have received the Terms and Conditions for your Account ("the Cancellation Period") by writing to Customer Services at the address given in paragraph 18 of these Terms and Conditions or visiting your Credit Union. This does not apply to replacement Cards where the Cancellation Period for the original Card has expired. Upon cancellation, we will refund to you within 15 days the Card Fee and any Available Balance on your Card in pounds sterling (see paragraph 7 for how money is redeemed). Please cut all Cards in half and return to us together with your instruction of cancellation.

14. TERMINATION OR SUSPENSION

14.1 We may end this Agreement at any time if:

14.1.1 if we discover that any of the information that you provided to us when you applied for the Card was materially incorrect: or

14.1.2 you die or become bankrupt

14.1.3 you have breached this Agreement or we have reason to believe that you have used, or intend to use, the Card in a grossly negligent manner or for fraudulent or other unlawful purposes; or

14.1.4 Otherwise, we will give you at least 60 days' notice

14.2 Ending this Agreement will not affect your liability to us, which continues.

14.3 This Agreement will come to an end when your Account has been closed.

14.4 You may terminate this Agreement at any time after the Cancellation Period by exercising your rights under paragraph 7. You will not be charged for terminating your Agreement. Please cut all Cards in half and return to us together with your termination instruction.

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14.5 In the event that any additional fees are found to have been incurred on your Card following termination by either you or us, then subject to these Terms and Conditions, you shall refund to us any sum which relates to a withdrawal on the Card or fees and/or charges validly applied whether before or after termination. We'll send an invoice to you and will require you to refund us within 14 days. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

14.6 We may suspend the use of any Card issued under this Agreement if we have reasonable grounds to suspect fraudulent use of your Card or we reasonably consider it necessary to protect the security of your Card.

15. YOUR INFORMATION

15.1 You may provide us with personal data from time to time in connection with your Card. Some personal data will be necessary for us to provide you with the Card and services under this Agreement. You must notify us immediately of any change of name and address by contacting Customer Services.

15.2 We and our affiliates are committed to maintaining your personal data in accordance with the requirements of the Data Protection Act and will take all reasonable steps to ensure that your personal data is kept secure against unauthorised access, loss, disclosure or destruction. Except as required by law, or in accordance with these Terms and Conditions, your personal information will not be passed to anyone without your permission. To comply with Anti-Money Laundering Regulations, we are required to request evidence of identity from you and may use an ID verification agency or credit reference agency (whose names and addresses will be provided to you on request) both prior to and following issue of your Card for this purpose and who will add details to your record of our request for a search.

15.3 You agree that we can use your personal data in connection with the Card, and the e-money associated with the Card, to contact you about replacement Cards, to service your Account and to enable us to review, develop and improve our products and services. This may involve providing your personal data to our partners, affiliates, agents, distributors, and suppliers including ABCUL, your Credit Union and to Visa Europe Limited and its affiliates to process Transactions and for their statistical research and analytical purposes. We may also transfer your personal data outside of the EEA to enable you to use the Card while you are travelling, and such countries may not offer the same protections for personal data. We may also disclose your personal data as required by law, regulation or any competent authority or agency including to authorities and agencies to investigate possible fraudulent, unlawful or unauthorised activity.

15.4 You may contact us at anytime in writing to request us to stop such use or further disclosure to other companies for such use.

15.5 You have a right to inspect the personal data we hold about you. However, we will ask you to pay an inspection fee of £10 to cover our costs. For further information please contact Customer Services.

15.6 If we discover that the information we hold about you is incorrect, we may have to suspend or cancel your Card until we can establish the correct information, in order to protect us both.

15.7 It's your responsibility to keep us updated of changes to your personal details, including email address. Failure to do so may result in us being unable to contact you regarding your Card, including the provision of refunds to which you might be entitled or to let you know about changes to Terms and Conditions.

16. COMPLAINTS PROCEDURE

16.1 Complaints regarding any element of the service provided by us should be sent in writing to the address in paragraph 18 below or by email to Customer Services.

16.2 All complaints will be subject to our Complaints Procedure. We will provide you with a copy of our Complaints Procedure upon request and, if we receive a complaint from you, a copy of our Complaints Procedure will automatically be posted to you.

16.3 If we fail to resolve your complaint to your satisfaction you may refer your complaint to the Financial Ombudsman Service (South Quay Plaza, 183 Marsh Wall, London E14 9SR, phone 0845 080 1800). Details of the service offered by the Financial Ombudsman Service are available at www.financial-ombudsman.org.uk

16.4 The Financial Services Compensation Scheme is not applicable for the Card. No other compensation schemes exist to cover losses claimed in connection with the Card.

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17. GENERAL

17.1 Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

17.2 If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

17.3 You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the sole party to the contract between us. You will remain liable until all Cards issued to you are cancelled or have expired and all sums due under this Agreement have been paid by you in full. We may assign our rights and benefits at any time without prior written notice to you. We may subcontract any of our obligations under this Agreement.

17.4 This Agreement contains the information set out in Schedule 4 of the Payment Service Regulations 2009 and you can obtain a copy of this Agreement at any time by visiting the Website.

17.5 This Agreement is governed by English law and you agree to the non exclusive jurisdiction of the courts of England and Wales.

18. CONTACTING CUSTOMER SERVICES

If you've got a question, you can contact Customer Services by phoning 0207 263 3706. Automated services on this line are open 24 hours a day and you will be able to speak to an advisor between 9.00am and 5.00pm, Monday to Friday. You can write to Customer Services at Credit Union Prepaid Card, ABCUL, Holyoake House, Hanover Street, Manchester M60 0AS, or by emailing prepaidcard@abcul.org. You can also contact your Credit Union. A lost and stolen card service is also available 24 hours a day on 0845 467 4260. Calls to Customer Services calls are charged at a standard rate from BT landlines, calls from other networks or mobile phones may be higher. Calls from overseas will be charged at the international rate