

# Cumberland Card

Terms & Conditions



# Cumberland Card Terms and Conditions

These conditions apply to the use of any cards issued by Cumberland Building Society by which you can:

- withdraw money, or obtain account information through a cash machine
- pay for goods or services where the retailer accepts Visa Debit
- guarantee a cheque issued on a current account
- for Visa Debit cards, set up and cancel recurring card payments for goods and services

and tell you what you need to know when using a Cashcard, combined Visa Debit/Cashcard or a combined cheque guarantee/Visa Debit/Cashcard issued by the Society along with any limitations and restrictions on the use of your card. They are in addition to and should be read together with the Cumberland Savings & Current Account Terms & Conditions and the conditions which relate to each specific product you hold with the Society, which are contained in the appropriate account leaflet. If there is any conflict, these terms and conditions will prevail in relation to your use of your card.

This leaflet should be kept in a safe place in case you have any queries about your card.

## 1. In these conditions the words in bold below have the following meanings

<b>account conditions</b>	the terms and conditions referred to above which apply to your account and explain the way your account works
<b>the account</b>	the account to be used in conjunction with the card. We may at any time change the name or number of the account and these conditions will continue to apply
<b>card</b>	any card we supply to you to use with your account
<b>card transaction</b>	any transaction that you make with your card or when you use your card to get cash, goods or services or to pay money into your account. You may not have to show your card or sign anything to make a card transaction
<b>cash machine</b>	an ATM (automated teller machine) - a free-standing machine in which a customer can use their card to obtain cash, information and other services, although the range of information and other services may be restricted on certain machines
<b>guaranteed transaction</b>	if your card has a cheque guarantee sign on it, you may use your card with your cheque book to make a guaranteed transaction. A guaranteed transaction is a transaction where you write a cheque to obtain cash, goods or services. We promise to pay whoever you make the cheque out to so long as you show your card to that person and you and the payee of the cheque follow the provisions set out in condition 8.1
<b>transaction</b>	a transaction is made when we carry out your instructions to pay money out of your account. A transaction is completed once we have carried out your instructions. Your instructions may include a card transaction and a guaranteed transaction
<b>PIN (personal identification number)</b>	a confidential number that we supply you with to allow you to authorise your cash machine and debit card transactions
<b>Visa Debit</b>	if your card bears the Visa symbol, you may use it to obtain goods or services from a retailer or supplier participating in the Visa Debit Scheme. You cannot stop a Visa Debit payment. The Visa Debit Scheme operates in accordance with rules issued by Visa Europe, PO Box 39662, London, W2 6WH
<b>we and us</b>	Cumberland Building Society
<b>you</b>	you, or in the case of a joint account, any of you named on the account
<b>3-digit security number</b>	if your card bears the Visa symbol, the last three numbers shown on the signature strip on the reverse of the card

## 2. Acceptance of these Conditions

- 2.1 When you apply for a card you agree that you will use it subject to the conditions set out in this leaflet, the account conditions and any other conditions set out on the card application form.
- 2.2 All card transactions and guaranteed transactions will be subject to these conditions.
- 2.3 We will provide any changes to these Conditions to you no later than two months before the date they take effect. At any time up to the proposed date of the change in the Conditions you may cancel your card immediately. If you do not notify us to the contrary, you will be deemed to have accepted the changes. If you notify us that you do not accept the changes, we will treat this as notice that you wish to cancel your card immediately.

## 3. Applying for a card

- 3.1 The minimum age for applying for the following cards is:

Cashcard	13 years of age
Combined Visa Debit/cashcard	13 years of age (consent from parent or guardian required if under 16 years of age)
Combined Cheque Guarantee/Visa Debit/Cashcard	18 years of age

You can obtain details of how to apply for a card from any of our branches, our Customer Service Department on 0845 601 8396 or our website [www.cumberland.co.uk](http://www.cumberland.co.uk)

- 3.2 Before we give you a card you will have to agree to these conditions by signing an application form.
- 3.3 We may refuse to give you a card and do not have to provide a reason.
- 3.4 Cards will be issued by post to your home address. If you have any concerns about your card being sent to your home address, please discuss them with us.

## 4. Taking care of your card

- 4.1 When we give you a card you must sign it as soon as you receive it.
- 4.2 At all times you must also:
  - take every possible care to stop anyone else using your card
  - not keep your card with your cheque book or cheques
  - try not to damage your card as this may lead to it being rejected by retailers or cash machines
  - take reasonable steps to keep your card safe at all times and in particular to prevent the card being lost, stolen or used by anyone else. For example, do not leave your card or cheque book in an unattended motor vehicle, wallet or handbag
  - not allow anyone else to use your card to make a card transaction or guaranteed transaction or use your card and PIN to withdraw money from a cash machine
  - only tell or show someone the numbers printed on your card if you are making a card transaction or to report the loss or theft of your card or to report that your card may be being used by someone else
  - if you are unsure that any telephone call you receive is from us, do not disclose any information about your card but advise the caller that you will call back to our number shown at the end of this leaflet
  - avoid letting your card out of your sight when paying a bill, eg, in a restaurant, as your card details could be copied
  - keep your card receipts and other information about your account containing personal details (eg, statements) safe and dispose of them carefully
  - be aware that your post is valuable information in the wrong hands. If you do not receive a statement or any other expected financial information in relation to the account, you should contact us immediately
  - take care when storing or disposing of information about your account. You should take simple steps such as shredding printed material.
- 4.3 Your card belongs to us. You must destroy it immediately after the expiry date which appears on the card.
- 4.4 You may give your card back to us (or someone acting for us) at any time to cancel it subject to conditions 11.1 and 11.2.

## **5. Taking care of your PIN**

- 5.1 We will give you a PIN to be able to use your card at cash machines and for face to face Visa Debit transactions. Your PIN will be advised only to you and will be issued separately from your card.
- 5.2 Once we have issued you with a PIN, you may then change your PIN at any time to a number of your own choosing. You should choose your PIN carefully. You may change your PIN through any Cumberland cash machine, any VISA cash machine or through selected Link cash machines. You can ask a member of our staff to explain how to do this.
- 5.3 You must take all reasonable steps to keep your PIN secret at all times. In particular you must:
  - memorise your PIN and immediately destroy the form we send you notifying you of it
  - never write down or record your PIN
  - not tell anyone your PIN (this includes members of our staff and the police)
  - not allow anyone else to use your PIN with your card
  - take care to shield the entry of your PIN to avoid this being seen by others.
- 5.4 If you forget your PIN, you can ask us to issue you with a reminder of your existing PIN or with a new PIN.

## **6. Using your card**

- 6.1 You may use your card from the "valid from" date (if there is one) until the expiry date shown on your card unless conditions 6.2-6.8 inclusive apply.
- 6.2 You must not use your card for a card transaction or guaranteed transaction if the amount of the card transaction or guaranteed transaction is more than the cleared balance on your account taking account of any agreed overdraft limit and the amount of any transaction which you have already made, but has not yet been taken out of your account.
- 6.3 You must not use your card to guarantee a cheque used to repay, obtain or procure credit (as defined in the Consumer Credit Act 1974), whether supplied to the signatory of the cheque or anyone else.
- 6.4 You may not withdraw more than £300 per day from cash machines. We reserve the right to vary this limit.
- 6.5 We may stop the use of your card and require you to return your card to us (or someone else acting for us) if:
  - we believe that your card is being used by someone else
  - we believe that you are not complying with any of these conditions
  - we need to replace your card with a new one for technical, security or design reasons
  - we believe that your account is being used for illegal purposes
  - you are the subject of actual or pending insolvency procedures, such as an interim order, an individual voluntary arrangement, an administration or debt relief order, or a bankruptcy order
  - your card has been issued on a joint account (an account in more than one name) and one of you asks us to accept withdrawals from all of you and not just one of you, or there is a dispute about the operation of the account.

We will normally tell you what we propose to do and why in advance if we can, but we will in any event tell you as soon as possible after we have done so. If we ask you to return your card you must not use it again. If you do we may take the amount of any card transaction or guaranteed transaction you make out of your account.

- 6.6 If we have reason to believe that your card or PIN or your account are being used by someone else or that you are not keeping to these conditions, or that your card or PIN has been lost or stolen, then without notifying you first we may:
  - stop you or someone else using your card and;
  - refuse a request to authorise a card transaction and tell any appropriate person or organisation that we have refused it; and/or
  - refuse to give you a new or replacement card.

Where to do so would not compromise our reasonable security measures and not be unlawful, we will tell you that we have stopped the use of your card as soon as possible after we have done so.

- 6.7 If you make three unsuccessful attempts to enter your PIN during face to face Visa Debit transactions, we will stop the use of your card. If, once we have done so, you subsequently remember your PIN, you will be able to reactivate your card at any of our cash machines, selected Link cash machine or any cash machine bearing the Visa symbol.

- 6.8 If you make three unsuccessful attempts to enter your PIN at a cash machine, the cash machine will retain your card.
- 6.9 If your card is retained by a Cumberland cash machine (eg, if your card is retained after repeated use of the wrong PIN or owing to a technical fault) we will return it to you (or replace it) as soon as possible.
- 6.10 If your card is retained by a cash machine other than a Cumberland cash machine (eg, if your card is retained after repeated use of the wrong PIN or owing to a technical fault) it will not be returned to us for re-issue to you. In these circumstances you must advise us as soon as possible so that we can arrange for a new card and PIN to be issued to you.
- 6.11 We may make a charge for issuing you with a replacement card.
- 6.12 Unless it is our fault we will not pay you for any loss you suffer if someone else refuses to accept your card or keeps it (eg, a shopkeeper who believes your card has been stolen or your card is damaged).

## **7. Using your card to make a card transaction**

- 7.1 You can use your card with your PIN to withdraw cash at any of our cash machines, any Link cash machine, or any cash machine displaying the Visa symbol (if your card has the Visa symbol on it) provided that the cash machine is in service. We do not make any charge for cash withdrawals made at cash machines. Withdrawals made at some Link and Visa cash machines in non-traditional places such as shops (as opposed to supermarkets), public houses and petrol stations may have a charge applied by the machine owner. The cash machine should, however, display a screen warning which will allow you to cancel the transaction and use an alternative machine, or continue with the withdrawal and accept the charge which will be deducted from your account along with the amount withdrawn.
- 7.2 If your card has a Visa symbol on it, you may use it to obtain cash, goods or services from a retailer or supplier participating in the Visa Debit scheme. Visa Debit transactions are normally limited to the cleared credit balance available on your account, although we may at our discretion allow transactions which may result in your account being overdrawn.
- 7.3 If we refuse to allow you to make a transaction, you will be notified of this refusal by the organisation with whom you try to make the transaction.
- 7.4 You will normally need to provide your PIN to authorise face to face purchases with your card, although you may be asked to sign to authorise transactions instead of, or as well as, entering your PIN.
- 7.5 When you use your card to make card transactions over the internet to purchase goods or services from participating organisations, you will be required to register for Verified by Visa. This is a service designed to reduce the risk of card fraud. If you do not register, you will not be able to make card transactions from participating organisations over the internet until you register.
- 7.6 When carrying out Visa Debit transactions over the internet, by telephone or by post the provider of goods/services may request you to provide additional information to verify that you are the account holder. The additional information will be limited to the cardholder's name and address, the 16-digit card number, the card's expiry date and its 3-digit security number. Requests for further information should be declined.
- 7.7 You cannot stop a Visa Debit payment once you have authorised it, although a retailer or supplier may make a refund. However, if you have arranged a recurring card payment, you will be able to stop future payments on giving notice to the organisation with whom you have set up the arrangement.
- 7.8 If a retailer or supplier participating in the Visa Debit scheme becomes liable to make a refund to you, we will credit your account with the amount of the refund only when we receive refund instructions from the retailer or supplier in a form which is acceptable to us.
- 7.9 Details of the exchange rate used and charges made if you use your Visa Debit card abroad to pay for goods or services, or to withdraw cash at a cash machine are shown in our separate leaflet 'Charges for Account Services'. Your transaction statement will show the amount of the transaction in the original currency, the exchange rate rounded to two decimal places, and the corresponding amount in sterling.
- 7.10 If you ask us about a card transaction, we will give you more details of the transaction. In some cases, we will need you to give us confirmation or evidence that you have not authorised a transaction.
- 7.11 Where you have made a card transaction to a retailer within the European Economic Area (EEA) and:
  - did not specify the exact amount of the payment; and
  - the amount debited to your account was more than you could reasonably have expected based on the circumstances and your previous spending pattern

then provided that you have requested a refund within eight weeks of the date the payment was debited from your account, you are entitled to a refund from us of the full amount of the payment debited.

We may ask you to provide us with such information as is reasonably necessary for us to investigate whether you are entitled to the refund, and will either refund the full amount or give you a reason for refusing to do so within 10 business days of your request or the provision of any further information we request, whichever is the later.

This condition does not apply to payments made outside the EEA or to those notified to us after eight weeks of the transaction being debited to your account.

7.12 When using your card to make a transaction on the internet, by post or over the telephone you must:

- not disclose your PIN to anyone and never send it over the Internet
- take reasonable care to make sure you know with whom you are dealing and that the information you are disclosing is safe and secure between yourself and the goods or service provider
- check transactions on your statements. Any discrepancies should initially be raised with the goods/service provider. If you find a transaction on your statement that you did not make, contact us immediately
- take reasonable care to make sure you are aware of the payment conditions you are agreeing to and whether you are instructing a single payment or a series of payments.

7.13 Your Visa Debit card is not a credit card.

## **8. Using your card to make a guaranteed transaction**

*(if your card has a cheque guarantee sign on it)*

8.1 If your card has a cheque guarantee sign on it, you may use it for a guaranteed transaction. We will guarantee payment of a guaranteed transaction if:

- the cheque is signed before the expiry of the card, in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, Isle of Man or Gibraltar in front of the person or the representative of the organisation to whom the cheque is made payable by the person whose signature appears on the card;
- the cheque is dated with the actual date of issue;
- the person or representative of the organisation to whom the cheque is made payable records your card number on the reverse of the cheque;
- the cheque bears the same customer name, and where printed, bank sort code, as the card;
- only one guaranteed cheque is used for any one transaction;
- the amount of the cheque does not exceed the limit shown on the card; and
- the card has not been altered or defaced.

Where the guarantee is used for a cheque encashment service:

- the number of guaranteed cheque encashments, supported by a cheque guarantee card, is limited to one cheque per customer per day;
- the appropriate day square on the 'frequency marking' pages provided at the back of cheque books must be cancelled effectively by the cashier; and
- the cheque must be delivered to the bank of the encashment service provider no later than three bank working days after the day they receive it.

8.2 You must not write a guaranteed cheque for more than the amount available in your current account without permission from the Society (see also condition 6.2).

8.3 You may be asked to provide some additional form of identification when using your card to cash a cheque.

8.4 If a cheque has been guaranteed by use of your cheque guarantee card, then the amount of the cheque will be charged to your account and the cheque cannot be stopped.

## **9. Loss or theft of your card and/or PIN**

9.1 If you lose your card, if it is stolen or you think someone else might use it, or if you think someone else knows your PIN, you must contact us immediately by telephoning our Customer Service Department on 0845 601 8396 between 8.00 am and 8.00 pm Monday to Friday and between 8.30 am and 12.30 pm Saturdays, and at other times on 01228 547090 and leave a message. You can also tell us at any one of our branches. We will take steps to try to prevent others from gaining access to your account.

- 9.2 We will accept notification from someone acting for you, for example, a card notification organisation. You must write to us as soon as reasonably possible giving details of the loss. The address to write to is:  
Cumberland Building Society  
FREEPOST  
Cumberland House  
Castle Street  
Carlisle CA3 8BR
- 9.3 You must give the police any assistance that we may think necessary to try and recover the card or find out who may be using it.
- 9.4 We may give the police or any prosecuting authority any information they need if we think it will:
- help them
  - avoid any subsequent loss
  - help get back missing money
  - help get back your missing card or PIN.
- 9.5 You must not use your card if it has been reported lost or stolen or is likely to be used by someone else. If you do, we may take the amount of any card transaction or guaranteed transaction you make out of your account. If you report your card has been lost and then find it again, you must tell us you have found the card as soon as you can, in writing. You must not use the card until you have told us you have found it and we have agreed that you may start using it again.

## **10. Your liability if you lose your card and PIN or your card and cheque book or cheques or they are stolen or used by someone else**

- 10.1 If you act fraudulently, you will be responsible for all losses on your account. If you act without reasonable care, and this causes losses, you may be responsible for them. (This may apply, for example, if you do not comply with conditions 4 and 5 or you do not comply with your account conditions.)
- 10.2 Unless we can show that you have acted fraudulently or without reasonable care, your liability for your card being misused will be limited as follows:
- if someone else uses your card, before you tell us it has been lost or stolen or that someone else knows your PIN, the most you will have to pay is £50
  - if someone else uses your card details without your permission, and your card has not been lost or stolen, you will not have to pay anything
  - if someone else uses your card details without your permission for a transaction where the cardholder does not need to be present (eg, buying something over the internet), you will not have to pay anything
  - if your card is used before you have received it, you will not have to pay anything.
- 10.3 If you become aware of any unauthorised or incorrect card transaction on your account, you must notify us without undue delay and, in any event no later than 13 months after the date of the debit. If the transaction was not authorised by you, we will immediately refund the amount to you and, if applicable, restore your account to the state it would have been in had the unauthorised transaction not taken place.
- 10.4 If there is a disagreement between us and you about the loss, theft or use of your card or PIN, we will only be able to get back any loss of more than £50 if we prove the necessary facts (see condition 10.2). You must co-operate fully with us in our investigations.

## **11. How to cancel your card**

- 11.1 You can cancel your card at any time. To cancel your card you must return the card to us, either to any of our branches or to the address shown in condition 9.2, after cutting it in four pieces and, if applicable, making sure that the chip is destroyed.
- 11.2 We will cancel the card only when it is received by us.

## **12. Joint accounts (accounts in more than one name)**

- 12.1 Cards cannot be held jointly although separate cards can be issued, on request, to individual persons whose names the account includes.
- 12.2 These conditions apply to all persons named on the account, either individually or together.
- 12.3 Any one of the persons whose name the account includes can ask us to cancel a card. All of the persons whose names the account includes will be liable for any card transaction or guaranteed transaction made before the card is received by us, even if all of you do not agree to the card transaction or guaranteed transaction and whether or not it has been taken out of your account when the card is received by us.

- 12.4 If there is a dispute between any of the persons whose names the account includes then any card transactions or guaranteed transactions properly made will be taken out of your account, even if all of you do not agree with the card transaction or guaranteed transaction. This will continue to happen until we receive written instructions from all of you that you want us only to carry out transactions on your account which are signed by all of you and all your cards are returned to us.
- 12.5 We may send all information about your joint account to the address of the person whose name appears first on the account application form. However if you ask us to supply more than one card (and PIN) for use on your joint account, we will supply one to each of you. You must not use a card (and PIN) which we supply for the use of one of the other named account holders.
- 12.6 If the account holders live at different addresses, we may send each of you any of the written notices, letters or cards which we may send under these conditions.

### **13. General**

- 13.1 These Conditions are in English, which is the language we will use in all communications with you.
- 13.2 Occasionally we may choose not to enforce any of these conditions, or to allow you extra time to comply with your obligations. If we do so, this will not affect our right to enforce these conditions strictly in the future.
- 13.3 These Conditions are part of the legal agreement between you and us for your card, which is governed by the laws of England & Wales. You and we submit to the non-exclusive jurisdiction of the courts of England & Wales. Your card will also be subject to the general law.
- 13.4 You are entitled at any time while you have an account with us to request us to provide you with a copy of these Conditions and general information in relation to your account with us. You may also ask us to provide you with paper copies of any information concerning your account and these Conditions.
- 13.5 Unless provided by law, you will not be able to set-off any claim or make a counter claim against us in respect of any claim you may have against a retailer or supplier participating in the Visa Debit scheme.



Cumberland House, Castle Street, Carlisle CA3 8RX  
Telephone (0845) 601 8396 Fax (01228) 525309  
For your protection telephone calls may be recorded  
[www.cumberland.co.uk](http://www.cumberland.co.uk)

A member of the Building Societies Association  
Authorised and regulated by the Financial Services Authority – registration number 106074