


# Cumberland Card

Terms & Conditions

# Cumberland Card – Terms and Conditions

These Conditions apply from 14 June 2019.

These Conditions apply to the use of any cards issued by Cumberland Building Society (“the 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
- pay for goods at contactless payment terminals if your card has the  symbol
- 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 Visa Debit card 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 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.

## Key Information on Fraud Prevention

- If you provide your card and / or PIN to a friend, relative or any third party you will breach the terms and conditions of the account and you will be liable for any losses incurred as a result of your actions.
- We will never ask you to provide us with your PIN (and if you are an Internet Banking customer, your Access Code). Therefore, if you provide these details to anyone stating they are from the Cumberland Building Society, you will be providing them to a fraudster and you will be liable for any losses incurred by you as a result of your doing so.
- No organisation will ever ask you to provide your PIN (or in the case of Internet Banking, your Access Code) by telephone, email or online (except, in the case of an online transaction where you are making a purchase, when the last 3 digits from the back of the card are requested). Therefore, if you do provide information in this way, you will be providing it to a fraudster and you will be liable for any losses incurred by you as a result of your doing so.

## 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 the 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>authorised user</b>	Within a business, you and anyone else you have requested and authorised with us to operate the account and/or to have access to information related to the account whether by the issue of a card or otherwise
<b>business</b>	any body corporate or unincorporated, sole trader or partnership in whose name the account is maintained by us and names in the application form for the account and where the business (not being a body corporate) consists of two or more persons, then this definition means all or any of them and the liability of such persons will be joint and several
<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. All transactions made on a business account must be for business purposes only.
<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>contactless card</b>	A card that can be used as a Visa Debit card (defined below) but also displays the  symbol. This means that your card is also accepted at contactless payment terminals. When paying at a contactless terminal, you may not be asked to enter your pin.
<b>Cumberland Internet Banking Service</b>	our online banking service enabling you to view and/or make transactions on your account(s) via the internet
<b>debit card</b>	any card we supply to you to use with your account
<b>OTP (One Time Passcode)</b>	a six digit code that you will receive by SMS text message when transacting online and where additional authorisation for the transaction is required.
<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>SecureCard</b>	an additional anti fraud security procedure requiring you to notify the Society in advance of your intended travel abroad, with the dates of travel and destination(s) and that you wish to use your card abroad
<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.
<b>Verified by Visa (VbV)</b>	a free service that provides additional security and protects your Visa Debit card against unauthorised online use
<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, PO Box 39662, London, W2 6WH
<b>we, us and our</b>	Cumberland Building Society
<b>Website</b>	www.cumberland.co.uk or any other website(s) by which the Cumberland Internet Banking service is provided from time to time
<b>you</b>	Any customer or legal entity operating the account with us. Where the account is operated by more than one person or has more than one account holder or "authorised user", "you" refers to any one, both or all of you depending on the context
<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 these Conditions, the account conditions and any other conditions set out on the card application form.
- 2.2 All card 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.
- 2.4 If you are a business, you must ensure that authorised users are made aware of and observe these Conditions, which explain our obligations to you and your authorised users as well as the obligations of you and your authorised users to us.
- 2.5 If you are a business, you will be liable to us for all sums arising from or incurred by us in relation to the use of a card (whether such use is in accordance with these Conditions or not) by any authorised user and such amounts may be debited from the account.

## 3. Applying for a card

- 3.1 The minimum age for applying for a Visa Debit card is 13 years of age (consent from parent or guardian required if under 16 years of age). For a business, the minimum age for applying for a Visa Debit card for use in connection with the account is 18 years of age. You can obtain details of how to apply for a card from any of our branches, our Customer Service Team on (01228) 403141 or our Website.
- 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 or business address. If you have any concerns about your card being sent to your home or business 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
  - 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 use your card and PIN to withdraw money from a cash machine
  - if your card is a contactless card, always remove your card from your wallet before using it at contactless payment terminals
  - only tell or show someone the numbers printed on your card if you are making a card transaction or are reporting the loss or theft of your card or reporting 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
  - if you receive an email, text message or other request asking you to divulge your card details, or requesting that you log onto a website via an embedded link or

website address, do not disclose any information or reply to messages - genuine organisations will not ask you to provide card details in this manner

- avoid letting your card out of your sight when paying a bill, e.g. in a restaurant, as your card details could be copied
  - keep your card receipts and other information about your account containing personal details (e.g. 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 10.1 and 10.2.
- 4.5 It is important that the contact details we hold for you, including your address and mobile telephone number, are up-to-date at all times in order that we may contact you promptly. If we identify a transaction believed to be fraudulent then we may use the details you have provided to us in order to contact you to confirm whether the transaction is genuine.

## **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 in a way which could easily be understood by someone else (for example, writing down the words "date of birth" or "anniversary" as a reminder)
  - never choose a PIN which would be easy for others to guess (for example, 0000 or 1234)
  - not tell anyone your PIN (this includes family, friends, 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 if the amount of the card transaction is more than the available 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 may not withdraw more than £300 per day from cash machines. We reserve the right to vary this limit. We will look to give you at least two months' prior notice of any change but may make such a change on less/no prior notice where it is appropriate for us as a reasonable and prudent institution to do so.
- 6.4 Limits apply to the value of contactless card transactions and to the number of contactless transactions you can make before being required to enter a PIN. We may change these limits from time to time. These limits may also be changed nationally by the relevant card schemes.
- 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 reasonably believe that your card is being used by someone else
  - we reasonably believe that you are not complying with any of these conditions
  - we need to replace your card with a new one for reasonable technical, security or design reasons
  - we reasonably 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, a bankruptcy order, liquidation (compulsory or voluntary), administration or receivership
  - you suspend or cease to carry on (or threaten to suspend or cease to carry on) all or a material part of your business
  - 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
  - you are a business and we believe that your card is being used for non-business related transactions, therefore, breaching the conditions 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 you make out of your account.

6.6 If we have reason to believe that your card or PIN or your account are being or may be 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 machines 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 (e.g. 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 (e.g. 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 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 (e.g. 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 will be unable to use your card outside of the UK to pay for goods and services or to withdraw cash from a cash machine unless you have notified us that you wish to use it abroad so that we can set the SecureCard indicator. The SecureCard indicator will be set for a maximum of 31 days and can be set up to 12 months in advance. If you wish to use your card abroad for a longer period, you will need to notify us prior to and by no later than the end of the 31-day period. You are also able to advise us of multiple locations that you may be visiting.

7.2 You can notify us of your intended travel abroad:

- via the Cumberland Internet Banking service, or
- by telephoning our Customer Service Team on (01228) 403141, or
- by calling in to your local branch of the Society.

7.3 For your security outside the UK, it may not be possible to make contactless payments in some circumstances such as on transport systems (e.g. buses and trains), at road tolls or at vending machines.

7.4 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 in the United Kingdom. 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.

7.5 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 available credit balance available on your account, although we may at our discretion allow transactions which may result in your account being overdrawn.

7.6 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.

7.7 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.

7.8 Contactless transactions are made by holding your card against a contactless payment terminal without the need to insert your card. However, for security reasons, you may sometimes be asked to insert your card and enter your PIN.

7.9 When you use your card to make card transactions over the internet to purchase goods or services from participating organisations, you may be required to authorise a transaction using Verified by Visa (VbV). This is a service designed to reduce the risk of card fraud. If you do not have a mobile telephone number registered with us, you may not be able to make card transactions from participating organisations over the internet.

7.10 When you are making a transaction online, you may be asked to authorise your transaction using VbV. This will involve a One Time Passcode being sent to the mobile telephone number that you have registered with us. You will be asked to enter this passcode into the authorisation screen presented to you by the online merchant.

7.11 It is important that the contact details we have for you, including your address and mobile telephone number, are up to date at all times in order that we may contact you promptly. We may contact you by SMS text message specifically if we need to discuss a transaction on your account or to send you a One Time Passcode as per clause 7.10 above.

- 7.12 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.
- 7.13 You cannot stop a Visa Debit payment once you have authorised it, although a retailer or supplier may make a refund. If you have arranged a recurring card payment, you will be able to stop future payments by asking the Society to do this on your behalf. However, we do still ask you to contact the organisation with which you set up the arrangement.
- 7.14 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.
- 7.15 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 from a cash machine are shown in our separate leaflet 'Fee Information Document'. 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.
- 7.16 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.
- 7.17 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.
- The Society will only secure funds on your account as authorised by yourself and where an authorisation is larger than the transaction amount, the Society will immediately release the additional funds.
- 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.
- 7.18 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 who you are dealing with 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.
- 7.19 Your Visa Debit card is not a credit card.

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

- 8.1 If you lose your card, if it is stolen or you think someone else might use it or has used it, or if you think someone else knows your PIN, you must contact us immediately by telephoning our Customer Service Team on (01228) 403141 at all times. If you are calling outside the Society's normal opening hours, it is important that you leave a message on the automated service. For business customers, if for any reason you cannot contact the Society you can contact Visa directly on +1 (0) 410 581 9994 or +1 (0) 410 581 3836 at anytime. Your liability for any fraudulent transactions will cease at that point, unless you are deemed to have acted negligently in any way or breached the Society's terms and conditions relating to the security of your card and/or PIN. Please refer to clause 9 below. 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.
- 8.2 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 BUILDING SOCIETY  
Carlisle CA3 0JF
- 8.3 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.
- 8.4 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.

8.5 You must not use your card if it has been reported lost or stolen, is likely to be or has been used by someone else. If you do, we may take the amount of any card 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.

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

9.1 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.)

9.2 Unless we can show that you have acted fraudulently, or have not taken reasonable care to protect the security of your card and/or PIN and/or other security details or have otherwise acted intentionally or with gross negligence, 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, you will not have to pay anything
- 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 (e.g. 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.

9.3 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, you have complied with the Society's terms and conditions and you followed our guidance on fraud prevention, 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.

9.4 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 if we prove the necessary facts (see condition 9.2). You must co-operate fully with us in our investigations.

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

10.1 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 8.2, after cutting it in four pieces and, if applicable, making sure that the chip is destroyed.

10.2 We will cancel the card only when it is received by us.

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

11.1 Cards cannot be held jointly although separate cards can be issued, on request, to individual persons whose names the account includes.

11.2 These conditions apply to all persons named on the account, either individually or together.

11.3 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 made before the card is received by us, even if all of you do not agree to the card transaction and whether or not it has been taken out of your account when the card is received by us.

11.4 If there is a dispute between any of the persons whose names the account includes then any card transactions properly made will be taken out of your account, even if all of you do not agree with the card 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.

11.5 We may send all information about your joint account to the address of the person whose name appears first on the account application form or to the business address as it appears 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.

11.6 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.

11.7 Where the account is held by more than one person, each of you shall be separately responsible for complying with these Conditions and you shall be jointly and severally liable for sums owed to us. This means that we have the right to demand repayment of the full amount owed to us, and not just a share of it, from all or any of you.

#### **12. Verified by Visa (VbV)**

12.1 When you use VbV, both these conditions and your account and card terms and conditions will apply. If they contradict each other, the relevant condition in your account and card terms and conditions will apply.

12.2 You agree that use of VbV will represent your acceptance of these conditions and that continued use of VbV after revisions to these conditions shall constitute your agreement to such revised terms and any applicable published guidelines or rules.

12.3 Your personal information will not be shared with any online retailer when carrying out an online transaction and will only be used in the ways described in our Privacy Policy which can be found on our Website.

12.4 In order to use VbV, you must have the ability to access the Internet and must pay any service fees associated with such access. In addition, you must have the equipment necessary to make such a connection to the Internet, including a computer and modem or other access device.

- 12.5 When you are making a transaction online, you may be asked to authorise your transaction using VbV. This will involve a One Time Passcode being sent to the mobile telephone number that you have registered with us. You will be asked to enter this passcode into the authorisation screen presented to you by the online merchant.
- 12.6 If you do not receive the One Time Passcode to your registered mobile telephone, it has expired or you have entered the incorrect code multiple times, your transaction will be blocked and you may need to attempt to make your purchase again. If you experience any further issues, please call our Customer Services Team on 01228 403141.
- 12.7 If we think that:
- someone else is trying to use VbV for your account or card;
  - you or someone else is using VbV illegally;
  - you are not keeping to these conditions or your account and/or card terms and conditions
- we can stop you using VbV.
- 12.8 We may give the police or any prosecuting authority any information they need if we think it will help them find out if someone else is using VbV on your behalf.
- 12.9 We may change these conditions for any reason by sending written notice to any address you provide us with. If you change your address or your mobile telephone number, you must notify us immediately to ensure that our records are up to date. VbV may be amended or terminated, either temporarily or permanently, without notice where the amendment or termination has been required by Visa who run the payment systems for the card used with your account.
- 12.10 When using certain VbV services, you will be subject to any rules or guidance which apply to those services that are shown on that web site.
- 12.11 If you wish to deactivate your use of VbV, please call our Customer Services Team on 01228 403141. Any purchases made using VbV prior to deactivation will not be affected.
- 12.12 We can terminate your ability to use VbV on written notice. We will normally provide you with at least thirty days written notice, however, in exceptional circumstances we may terminate your access immediately and notify you as soon as possible thereafter at your current address.
- 12.13 Unless you are a victim of fraud, you are responsible for all instructions sent using VbV. If you are a victim of fraud, you will be responsible for transactions made using VbV if you have acted fraudulently or without reasonable care, or have failed to comply with 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 Building Society  
Cumberland House, Cooper Way  
Parkhouse, Carlisle CA3 0JF  
Phone: 01228 403141

To help us monitor and improve customer service, telephone calls may be recorded.

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