

1. General Savings Terms and Conditions



These terms and conditions are available online at <https://www.pccu.co.uk/terms-and-conditions/> or can be requested anytime. You can request these by calling us on [01282 691333](tel:01282691333), emailing us at enquiries@pccu.co.uk, or requesting them in person. If you require an alternative format of the document, please contact enquiries@pccu.co.uk.

1.1 Introduction

1.1.1 In addition to these conditions, specific terms and conditions may also apply to certain types of accounts. You will be provided with a copy of these where applicable.

1.1.2 If we make any changes to these terms and conditions in the future, we will advise you of what these are and the reasons for them.

1.2 Membership

1.2.1 A member must hold at least £1 in a regular savings account with the credit union.

1.2.2 Your membership will automatically start when you have deposited £1, which could be withdrawn at the end of the membership.

1.2.3 You can withdraw any eligible savings. However, if required, the Board may request that you provide up to 60 days' notice to withdraw your savings. This could take place in the unlikely event of the credit union being unable to meet exceptional member demand.

1.2.4 If you do not make any transactions on the Member Account for a period of 12 months, your account may become dormant.

1.2.5 We have the discretion to make the account dormant if regular payments into the Member Account are not maintained.

1.2.6 The Rules of Pennine Community Credit Union provide further details of membership. A free copy of the rules is available to every member on request.

1.2.7 The maximum savings for any one member must not exceed £85,000.

1.3 Payment of Dividends/Interest

1.3.1 If a surplus has been achieved, the Board of Directors will recommend the rates of dividend payment for agreement by the members at the Annual General Meeting (AGM) held within 6 months of the financial year-end.

1.3.2 The dividend is calculated based on the daily balance of savings held by members in the relevant financial year (which runs from 1 October to 30 September).

1.3.3 Membership must be held at the time of the dividend being paid to be eligible for it. That means any members withdrawing from membership before it is paid will forfeit any dividend that may be payable.

1.3.4 Any dividend shall be declared at the AGM, on all savings held during the preceding financial year. New members joining the credit union during the financial year will be entitled to a proportional part of the dividend on any savings held for less than the full year. For new members who join after the financial year end but before that year's AGM, the dividend will be paid after the following year's AGM.

1.3.5 Dividends due to any member will be placed to the credit of their savings balance.

1.3.6 Dividends will be paid to active members. Dormant, deceased, left or bad debt accounts will not accrue dividend or loan interest rebate.

1.3.7 Dividends and loan interest rebate may not be paid to account in arrears.

1.3.8 Dividend and loan interest rebate, which is paid by the end of March, will be withdrawable in the same financial year.

1.4 Tax

1.4.1 Dividends and interest are paid gross of any tax but are not tax-free. You must therefore declare your dividends and interest payments on your tax return. You can find some more information on <https://www.gov.uk/tax-on-dividends>

1.5 Rules around different types of savings accounts:

Please note that the right to set off overrides all other saving deposit rules. For further explanation, see point 2.10.

1.5.1 **Regular savings** – your regular savings are locked against your active loan balance. Once your loan balance falls lower than your savings you can take out the difference, otherwise, once your loan is fully repaid you will have full access to withdraw or continue these savings. Please note, that these rules only apply if the member has an active loan, otherwise withdrawals are permitted without any limitations.

1.5.2 **Easy access** – These can be accessed at any point, regardless of your loan and savings balance.

1.5.3 **Christmas Club** – These can only be accessed between the 1st of November and the 31st of December. Please note, that if funds are withdrawn outside of this period your account will be closed for the remainder of that calendar year.

1.5.4 **Bill Paying** – These can be accessed at any point, regardless of your loan and savings balance.

1.5.5 **Junior Savings** – Savings account for anyone under 18 years old, without a borrowing facility. The account holder is not in control until they reach 18 years old and need consent to withdraw. Anyone can deposit into the account, but restrictions are placed on who can access or withdraw from the account. At the age of 18, we will write to advise that the junior account will be converted to that of a full member and that the junior will have full control of their account, subject to the provision of suitable identification. Alternatively, the funds can be transferred to the account of the Guardian and the Junior account will be made dormant.

1.6 Corporate Accounts

1.6.1 Membership is available to unincorporated associations and corporate bodies such as companies, partnerships, and co-operatives.

1.6.2 Identification of all signatories to the account is required. Individuals representing the organisations will be required to produce identification documents giving proof of name, date of birth and address in accordance with the credit union's normal identification requirements. In addition, we will require details of all shareholders, directors or beneficial owners holding more than 25% of shares in the organisation who are not signatories. A list of additional documents proving the organisation is bona fide is detailed on the application form.

1.6.3 Loans will not be offered to Corporate and Unincorporated Accounts.

1.7 Dormant Accounts

1.7.1 If your account became dormant PCCU will request a form of identification to reactivate your account.

1.8 Statements

1.8.1 You can request a free statement of your account at any time, which will show your savings/ loan balance, repayments/ deposits and interest paid. Statements can also be viewed anytime in the member's area, which you can find at <https://pennine.cuaccount.com/login/>. These will no longer be issued to members periodically.

1.9 Transactions and Payments

1.9.1 Transactions can be made online, by email, telephone or in person at our office.

1.9.2 Withdrawals can be uploaded onto an Engage card, electronically paid to a bank account or requested in cash of up to £500 if available.

1.9.3 Standing Orders, Payroll Deductions, Continuous Payment Authorities or Benefits that are received by 8 am on the working day will be available for you to withdraw at least by the end of that day. Payments received after 8 am will be available on the following working day.

1.9.4 When a cheque is received, funds will only be available to withdraw after 30 clearing days. We reserve the right to debit your account in the event of a cheque being returned unpaid.

1.9.5 Automatic BACS back less than £2 will be deposited into your easy access account.

1.9.6 Any increase or decrease to Payroll payment needs to be made via the employee. A Signed Payroll Deduction Amendment Mandate may be requested with any change.

1.9.7 Withdrawals for payments that have been made by card may be paid back to the same card.

1.9.8 Card payment can only be made up to the value of £500 towards savings deposits. Any amount will be accepted to settle the loan balance.

1.9.9 Card payments can be cancelled within 14 days of transactions occurring. Funds will be paid to the same card and fees may be charged.

1.10 Engage account terms and conditions

1.10.1 Engage account terms and conditions can be found at <https://engageaccount.com/terms-conditions/>.

1.11 Financial Services Compensation Scheme

1.11.1 FSCS can pay compensation to members of a credit union when it fails. Set up by parliament and funded by the financial services industry, FSCS is a completely independent and free service. This means FSCS can pay back any money you hold with a failed credit union, up to its compensation limit of £85,000 per person. For more information about the compensation scheme please visit <https://www.fscs.org.uk/>.

1.12 Proof of Identity

1.12.1 We are required by law to verify the identity and address of all new members. We will usually do this via an electronic identification search as part of your application online. PCCU reserve the right to request additional documents at any time.

1.12.2 PCCU can carry out an Identification and Verification (ID&V) check at any time of membership.

1.12.3 PCCU will carry out screening of membership which will be completed by a 3rd party scanning company semiannually, this will search for matches on the Sanctions list, Adverse Media and any Politically Exposed Persons.

1.13 How we will use your information.

1.13.1 Pennine Community Credit Union takes your privacy very seriously and will never disclose, share or sell your data without your consent unless required to do so by law. We only retain your data for as long as necessary and for the purpose(s) specified in our Privacy Notice. Where you have given consent for us to share information about our products and services, this can be withdrawn at any time. All third parties used by the Credit Union only process your data in accordance with instructions from us and comply fully with our Privacy Notice, the data protection laws and any other appropriate confidentiality and security measures.

1.13.2 A privacy notice is available at <https://www.pccu.co.uk/privacy-policy/> and can be requested at any time.

1.13.3 Under the General Data Protection Regulation you can make a written request for a copy of the records we hold about you. This will be completed within one month of receipt and is provided free of charge, in most cases. If the request is manifestly unfounded or excessive, we may charge a reasonable fee for the administrative costs of complying with the request. We may also charge a reasonable fee if an individual requests further copies of their data following a request. Any fee will be based on the administrative costs of providing further copies.

1.14 Cancellation

1.14.1 You have 14 days from the date that your account is opened within which to cancel it. If you wish to cancel, please contact us by phone, email, in person or by writing to us. Our contact details are [01282 691333](tel:01282691333), in writing to PCCU, 54 Manchester Road, Nelson, Lancashire, BB9 7EJ or by email enquiries@pccu.co.uk

1.15 Account Closure, Freeze or Membership Refusal

1.15.1 Pennine Community Credit Union can close or freeze your account for reasons such as:

- Acting abusively, offensively or violently towards our staff or volunteers,
- Misuse your account,
- Your account was dormant for over 12 months,
- Act dishonestly with us,
- Act in any way to give rise to reasonable suspicion of fraud or other criminal activities.

1.16 Making a Complaint

1.16.1 If you wish to make a complaint you can contact us by telephone at [01282 691333](tel:01282691333), in person and in writing at PCCU, 54 Manchester Road, Nelson, Lancashire, BB9 7EJ, by email at enquiries@pccu.co.uk or through our app. We will always do everything we possibly can to sort out the problem, however, if you are unhappy with the outcome, you can make an official complaint. We'll send you a written acknowledgement within three working days and keep you informed on our progress until your complaint has been resolved. The maximum timescale for a final response is 8 weeks and if for any reason it takes longer, we will keep you fully updated. For more information about our complaints procedure please visit <https://www.pccu.co.uk/complaints/>.

If you do not feel you have been treated fairly you have the option to refer to the Financial Ombudsman Service. For more information about the Financial Ombudsman Service please visit www.financial-ombudsman.org.uk.

1.17 Life Cover Terms and Conditions

1.17.1 Life Protection is automatically provided with membership at no extra cost to members up to the age of 80.

1.17.2 Savings are covered up to a maximum of £5,000 across all accounts with 100% cover for funds deposited up to the age of 64 years and 364 days and 25% cover for funds deposited between the ages of 65 to 79 years and 364 days.

1.17.3 Loans are covered up to a maximum borrowing of £7,000 across all loans held per Member up to the age of 80.

1.17.4 There is a pre-existing medical condition clause that is included as standard. The terms are as follows:

- Each new savings deposit or loan agreement that you make is governed by a six-month pre-existing medical condition clause.

- Benefit will not be paid on your outstanding savings or loan balance if death results from a pre-existing illness or injury for which medical advice, consultation or treatment was received within six months prior to making the savings deposit or loan.
- The pre-existing medical condition clause lasts for a period of six months from the start date of each savings deposit or loan. If you were to die six months or more after the date of the savings deposit or loan, this would not apply.
- Suicide: Benefits are not payable with respect to any savings deposit or loan paid into a Member's account if a Member commits suicide, while sane or insane, within six months from the date of the savings deposit.
- Please note each case is subject to the terms and conditions of CMutual Insurance, which can be found at <https://www.cmutual.co.uk/statements>

1.17.5 Exclusions:

- War: Life cover benefits may not be payable if a member is injured, becomes ill or dies resulting from an insurrection of any war, declared or undeclared, or service in the armed forces of any country.
- Loans with no repayments within 3 months prior to death.

1.18 Online/App Access

1.18.1 Online/app access may be only available for active members. To access your online account via the website or the PCCU app, you will need to activate your account first.

1.18.2 Online/app access is not available to junior accounts; however, statements can be requested anytime but only with the authorisation of the beneficiary.

1.18.3 To allow PCCU to provide automatic withdrawal facilities, greater restrictions for withdrawals received through the app and online access apply. The limits apply to each individual savings account and work using rolling data. This means that if you withdraw from your account at 9 am, you will not be able to process another automatic withdrawal until the following day at 9 am. Likewise, if you withdrew your weekly limit on Wednesday, you won't be able to withdraw from this account until the following Wednesday. See the restrictions outlined in the table below:

- **Regular Savings/ Easy Access/ Bill Paying/ Savings 2/ Christmas Club**

Minimum Withdrawal	£2.00
Maximum Withdrawal	£5,000
Daily Maximum Withdrawal	£5,000
Weekly Maximum Withdrawal	£15,000
Monthly Maximum Withdrawal	£25,000
Yearly Maximum Withdrawal	£100,000
Daily Maximum Number of Withdrawals	1

Weekly Maximum Number of Withdrawals	3
Monthly Maximum Number of Withdrawals	12
Yearly Maximum Number of Withdrawals	144*

*Christmas Club yearly maximum number of withdrawals is limited to 24.

1.18.4 If you wish to withdraw a larger amount or more frequently than detailed below, please get in touch with PCCU.

2. Loan Terms and Conditions

2.1 Cancellation

2.1.1 Your right to cancel starts the day after the date you received the funds and lasts for 14 days after that.

2.1.2 To cancel your loan, you need to tell us in writing or on the telephone within this 14-day period.

2.1.3 As your interest is charged on a daily basis, there will be a small amount of interest payable. Staff at PCCU will advise you on this figure at the time of cancellation.

2.2 Making payments.

2.2.1 The date of your first payment is shown on your loan agreement and then your regular repayments will be due in line with the repayment frequency you selected. This is also documented in your agreement. Your first and regular repayments will be of the same value, and your final repayment will be slightly different. If repayments vary from the loan agreement, the interest charged will differ.

2.2.2 Your loan repayment date may be changed in accordance with the date of payment received.

2.2.3 If you need to change your payment date, you must inform us of this.

2.2.4 If you fail to make repayments, interest will still be charged and payable on the next repayment received.

2.2.5 A regular savings repayment is required alongside your loan repayments. This varies between £1.00 per week and £5.00 per week depending on the loan product.

2.3 Rules around loan products:

2.3.1 Family Loan:

- If you have taken the Family Loan product, you will be asked to sign into your Government Gateway account and change your Child benefit payment to be paid to your PCCU account.

- When we are waiting for your child's benefit to be paid to us daily interest charges will be occurring. You may make manual payments via card or bank transfer in order to avoid this.
- Loan repayments on family loan must be paid fully or partly via child benefit on this product unless an alternative method of payment is agreed with the Member Solutions Team.
- The remainder of the child benefit, which is requested in the member's bank account will be received by the end of the working day we receive the money.
- If you intentionally stop your Child benefit repayment from coming into your PCCU account without first discussing this with us, you are in breach of this loan agreement, and we may proceed with Court action to recover the outstanding loan balance.

2.3.2 Family Loan Plus:

- To be eligible to apply for Family Loan Plus member would need to complete all stages of a family loan and need to be an active member for the last 12 months.

2.3.3 Standard Loan

- May be a subject to creditworthiness check.
- Various forms of repayments are available.

2.3.4 Payroll Plus

- To be eligible you need to be employed by one of our payroll partners. A list of payroll partners can be found on <https://www.pccu.co.uk/payroll-partners/>

2.4 Eligibility

2.4.1 Family loan applications are accepted 90 days after the previous family loan application.

2.4.2 Family loan + applications are accepted 180 days after the previous family loan + application.

2.4.3 Standard loan applications are accepted 90 days after the previous standard loan application unless stated otherwise.

2.5 Affordability

2.5.1 PCCU issues loans based on the information you have provided, this will be based on the income and expenditure details given by yourself and where required, bank statements and credit check.

2.5.2 On signing for a loan, you are agreeing that it is affordable to you at this time. If this is not the case or your circumstances change, you must inform us as soon as possible.

2.6 Credit Check

2.6.1 PCCU reserves the right to run a credit check on any loan application, consent will be obtained prior.

2.7 Early Settlement

2.7.1 You have the right to pay the full balance, or part of it, at any time including any unpaid interest. There are no charges or penalties for doing so.

2.8 Fees and charges

2.8.1 There are no fees or charges fixed to this loan, other than the agreed interest stated in your loan agreement.

However, we will charge reasonable costs if we have to take steps to recover your loan for non-payment. For example, this could be the cost of locating your new address if you move without telling us or the costs involved in obtaining a CCJ or Attachment of your earnings.

2.9 Payment difficulties

2.9.1 Please contact us at the earliest possible opportunity should you find yourself in financial difficulty and struggling to make repayments on your loan. Our Member Solutions Team will discuss your personal circumstances and review your repayment options. More information can be found here <https://www.pccu.co.uk/cant-pay-loan/>.

2.9.2 Should your loan be in arrears, we can use funds from your savings accounts to repay the loan, any interest owing, and any cost incurred recovering this loan as documented in your loan agreement.

2.9.3 Failure to get in touch and set up an appropriate repayment plan will lead to arrears being recorded on your credit file, affecting it negatively. This will make it difficult for you to obtain credit in the future.

2.10 Set Off

2.10.1 We may use the money in any of your savings accounts towards payment of any money that you owe us (for example, under a loan) which is due for payment but has not been paid. This is known as our right to set off.

2.11 Duration

2.11.1 Your loan will end when you have paid everything back. You can close your account at any time provided you repay what you owe at the point of closure.

3. Continuous Payment Authority Terms and Conditions

3.1 Using Pennine Community Credit Union Ltd (PCCU) Continuous Payment Authority (CPA)

PCCU offers its members who are experiencing difficulties and are in arrears the opportunity to set up a Continuous Payment Authority, whereby members can safely and securely provide their debit card details and PCCU will take the payment following the parameters laid out by the member.

3.2 Initial one-off payment

3.2.1 Payment can be set up by members with an active loan by contacting PCCU or via the portal, which can be found on pccu.myselfserv.co.uk.

3.3 Reoccurring Payments Agreement

3.3.1 Your payments will occur at regular fixed intervals.

3.3.2 PCCU will ask you to allow the same amount to be debited from your card automatically at a regular fixed interval.

3.3.3 This allows payments to take place at a regular fixed interval. Payments can run for a fixed period.

3.3.4 A regular agreement can initiate the payment whenever it is required.

3.3.5 The amount only has to be specified once by you, when the regular agreement is created.

3.3.6 You can change the amount once the agreement has been created.

3.3.7 Note that the change must be made at least 2 working days before the next payment is due.

3.3.8 An agreement can be cancelled by you at any time, however, we would advise you to set up another payment method as otherwise you will be in breach of your loan agreement.

3.4 What happens when you make a payment?

3.4.1 We will immediately deduct the amount from your specified account, but the amount will not be processed into your account until the next business day.

3.5 What happens when you set up regular payments?

3.5.1 Regular payments will be made via your chosen credit or debit card. It should be noted that this is not a Direct Debit therefore payments are not covered by the Direct Debit Guarantee. We will use a Continuous Payment Authority (CPA) that allows us to attempt the

transaction payments after a previous failed payment attempt. The advantage of CPA is that you will not incur any charges directly from us or your bank for a failed payment that you could incur with a direct debit. However, you may be charged by your bank for overdraft fees or other fees related to your balance.

3.5.2 The initial payment will be deducted from your specified account, we will then deduct the outstanding payments on the payment due dates indicated in your confirmation email/letter. Where the due date is not a business day, we will withdraw from your funds on the next business day. The payments will cease on the last due date listed in your regular payments.

3.6 What happens if you need to change your regular payments?

3.6.1 For any changes to be made please contact 01282691333 as soon as possible. We can then make the necessary amendments.

3.7 If you want to cancel your regular payments.

3.7.1 You must notify us at least 5 business days before the next scheduled transaction. To cancel your regular payments please telephone 01282691333.

3.8 If you need to update your account information.

3.8.1 Please call us on 01282691333 at least 2 business days before the next scheduled transaction for the update to take effect.

3.9 If a transaction is refused by your financial institution.

3.9.1 If your regular payment is declined for any reason, including insufficient funds, a closed account, or an unauthorised account your payment plan might be extended.

3.10 Confidentiality

3.10.1 We may share information we collect about you with external service providers. Our agreements with these service providers require that they protect your information and only use it to carry out the services they are performing for you.