



# Twin Accounts

Policies & Procedures

Revised January 2015

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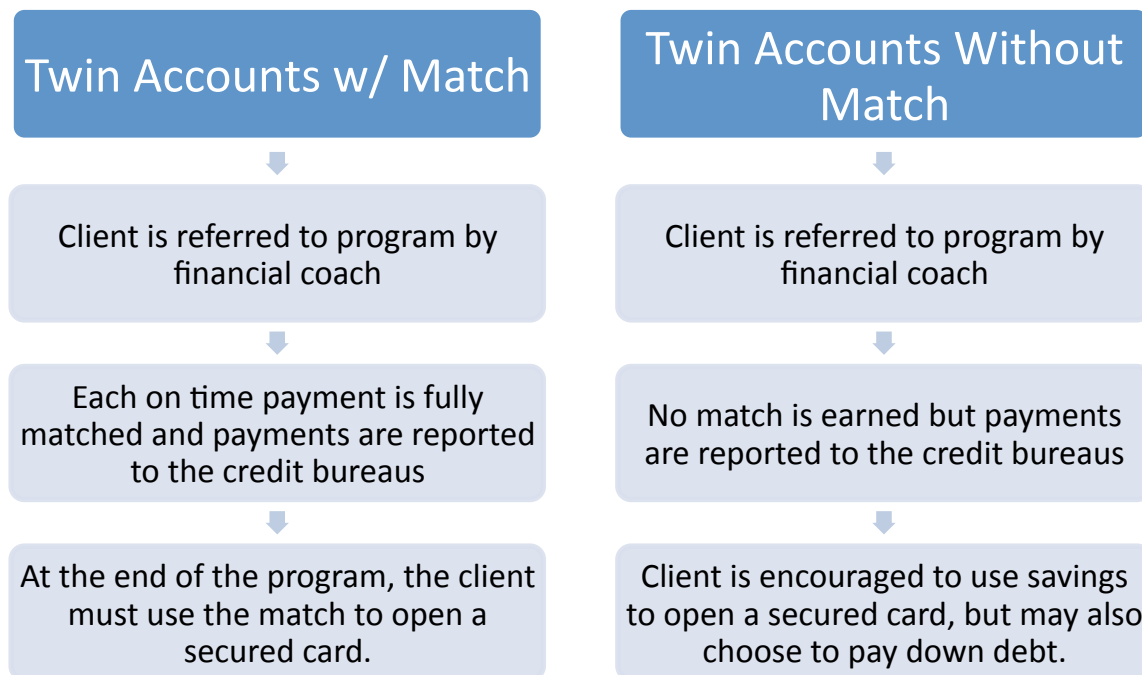
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## Overview

The Twin Accounts™ product is a financial product designed to help low- to moderate-income individuals build credit and save money at the same time. Your credit score is your financial identity. Employers check credit when hiring new staff, landlords check credit when screening renters, car insurance providers determine premiums based on credit history, and banks increasingly use credit to determine whether to provide transactional accounts, such as checking and savings accounts, to customers. In terms of lifestyle, people with no credit or low credit often live on cash alone. When they run out of money - and need to borrow - they have few options outside of using predatory lenders and paying elevated interest rates.

LISC does not offer the Twin Account product directly. Instead LISC licenses the Twin Accounts product to financial institutions, subject to specific conditions and requirements. Organizations that are licensed by LISC to offer the Twin Account product directly are referred to in this document as Financial Institutions. Financial Institutions can offer the Twin Accounts product to their own clients. They can also make the product available to separate Counseling Organizations – non-profit groups that offer financial counseling, but do not administer financial products themselves. This document provides direction to two primary parties: the Financial Institution, and the financial counselor, who may work for either the Financial Institution or for a Separate Counseling Organization.



## Product Description

The product may be administered in one of the following two ways, both of which are proprietary mechanisms for delivering the Twin Accounts™ product:

## Twin Accounts (With Match)

A participant who meets the criteria (see “Client Eligibility Criteria” below) takes a loan from the Financial Institution, the proceeds of which are deposited by the Financial Institution into a “locked” savings account (or CD). The participant makes regular and timely loan payments, and such payment history is reported by the Financial Institution to the credit bureaus. The Financial Institution records the match earned on each loan payment, as long as the particular payment gets to the Financial Institution on time (on the day the payment is due). At the end of the loan term, assuming the loan is paid in full, the Financial Institution uses match funds provided by the QCO to open a secured credit card for the participant. The secured credit card must require a minimum deposit equal to the amount of the loan. If the participant has not earned enough in match to cover the minimum deposit, the Financial Institution uses funds from the “locked” savings accounts to cover the balance and open the secured credit card. If the participant is ineligible for the secured credit card (a determination based on requirements from the secured card provider), the Financial Institution uses match funds to either pay down active (reported) debt, or pay for bills that, if unpaid, could turn into collections. The Financial Institution then releases the contents of the “locked” savings accounts (or CD) to the participant. LISC recommends a 12-month loan in the amount of \$300, and a dollar-for-dollar match.

## Twin Accounts without Match

A participant who meets the criteria (see “Client Eligibility Criteria” below) takes a loan from the Financial Institution, the proceeds of which are deposited by the Financial Institution into a “locked” savings account (or CD). The participant makes regular and timely loan payments, and such payment history is reported by the Financial Institution to the credit bureaus. At the end of the loan term, assuming the loan is paid in full, the Financial Institution uses the contents of the “locked” saving account (or CD) to open a secured credit card for the participant. The secured credit card must require a minimum deposit equal to the amount of the loan. If the participant is ineligible for a secured credit card (a determination based on requirements from the secured card provider), the Financial Institution applies the contents of the “locked” savings account (or CD) to either pay down the participant’s active debt, or pay bills that, if unpaid, could turn into collections. LISC recommends a 12-month loan in the amount of \$300.

## First Counseling Session

The Twin Accounts™ product is available to clients who have at least one counseling session with the financial counselor. At the session, the financial counselor must – at a minimum - complete the following activities/steps (may take more than one session to complete):

- Review and have the client sign the Credit Report Authorization Form (form authorizing the financial counselor’s organization to pull penalty-free credit reports every six months for five years.
- Pull the client’s Credit Report and FICO Credit Score, and review the Credit Report with the client (Organizations that pull TransUnion Credit Reports through Credit Builders Alliance are prohibited by their contract with TransUnion to share the FICO score with the client).
- Complete a detailed budget with the client.

This is a minimum set of requirements. LISC supported Financial Opportunity Centers have their financial counselors trained as coaches, and use a coaching approach as much as possible in their work with clients.

## Client Eligibility Criteria

In order to be eligible for the Twin Accounts™ product, clients must meet several requirements:

- The client must have had at least one counseling session with the Financial Counselor (see above) The first appointment must include review of the client’s Transunion credit report and completion of the Twin Accounts™ Budget.
- The client must have a Twin Accounts™ Budget that shows sufficient monthly net income to cover the Twin Accounts™ monthly loan payment;
- The client must have a credit report from the credit bureau agreed to by LISC and the Financial Institution that confirms that the client has not had a 30+ day delinquency or foreclosure incident during the three (3) months prior to Twin Accounts™ product initiation; and
- The client must have NO active revolving lines of credit (credit cards, and other lines of credit) with a utilization ratio of more than 30%.
- Be over the age of 18

## Opening a Twin Account

If the client meets the eligibility criteria listed above, the Financial Counselor completes the following process to open a Twin Account:

1. The client completes the [LISC Twin Accounts™ Application](#) (“Application”) - with assistance from the Financial Counselor if necessary (see attached).
2. The Financial Counselor signs/dates the [Application](#), and then obtains a signature and date from his/her manager or program director.
3. The Client and Financial Counselor goes over the [LISC Twin Accounts Review and Checklist](#). The client indicates his/her understanding of key program requirements by initialing the form.

4. Financial Counselors emails or directly delivers the following documents to the person designated by the Twin Accounts™ Financial Institution to 1) review the application documents to make sure the client is eligible, and 2) initiate the loan and savings account: Loan document should include the following:
  - a. [LISC Twin Accounts™ Application](#)
  - b. [LISC Twin Accounts™ Review and Checklist](#) (“Checklist”)
  - c. Copy of the Clients Credit Report (and FICO credit score, if permitted by Fair Isaac)
  - d. [Agreement](#) signed by the Client allowing the Financial Counselor to share the credit report with the Financial Institution
  - e. Client’s Budget
5. The Twin Accounts Financial Institution checks the application documents, and reviews the budget and credit report to make sure the client meets the eligibility criteria. If there are questions about the application documents, the reviewer will reach out to the Financial Counselor directly. Within one week of receiving the application documents, the Financial Institution will either decline the application or approve it and share the decision with the Financial Counselor.

## Twin Accounts Closing Documents

If the client is approved for a Twin Accounts™ product, the Financial Institution will request that the Financial Counselor set a closing date - which is the date that the client will come in to sign all of the loan documents. The date of the closing must be at least 48 hours after the approval (to give the Financial Institution time to prepare the loan documents). The Financial Institution will prepare the loan documents and e-mail/or deliver them by hand to the Financial Counselor prior to the scheduled appointment.

The Financial Counselor will contact the client to schedule the meeting and will instruct the client to bring with him/her to the meeting 1) the loan document preparation fee (if applicable) and 2) if interested in automatic loan payment (ACH), the Financial Counselor will also instruct the client to bring a check, a deposit slip, or a bank statement.

At loan origination, the client will:

1. Sign:
  - a. Truth in Lending Statement (not required in all states)
  - b. Closing Statement
  - c. Promissory Note
  - d. W-9 or substitute form
2. Receive Privacy Notice
3. Complete the Closing Sheet
4. Consent to Release Information to the Financial Institution
5. Arrange for Automated Clearing House (ACH), if possible (ONLY available for Borrowers with bank accounts)
6. Provide a check or money order for the Document Preparation Fee (if applicable)

Immediately following loan closing, the Financial Counselor will get the executed loan documents to the person at the Financial Institution who will process the documents either by directly delivering or scanning and emailing. If the loan closing is done remotely (not at the site of the Financial Institution) the Financial Counselor will also mail the original documents plus the Document Preparation Fee to the Financial Institution.

The Financial Institution will enter the loan into their loan servicing software, establish a savings accounts in the client's name or a sub-account for the Borrower in a Master Savings Account (may require other documents be completed by the client), and disburse 100% of loan proceeds into the newly created savings accounts or sub-account on behalf of the client.

## Twin Accounts Payments

The Twin Accounts Financial Institution will mail monthly invoices/statements to clients. All payments must be due on the same day of the month to simplify the process for the client and the Financial Institution (These Procedures assume the due date is the 15<sup>th</sup> of the month.)

Clients will make monthly loan payments to the Financial Institution by the 15<sup>th</sup> of the month. If the client chooses ACH through their bank, payments will be made automatically. Requests to change ACH arrangements must be made in writing to the Financial Institution three business days prior to the scheduled payment. If the client chooses to pay through their bank's on-line bill pay system, they must indicate the loan number in the "memo" field.

Each payment will trigger the following activities:

- The Financial Institution will report monthly payment activity to at least one of the three main credit bureaus (Transunion, Equifax, and/or Experian).
- The Financial Institution will provide monthly payment information to the Financial Counselor through a **Monthly Loan Aging Report**.
- The Financial Counselor will check in with clients monthly (if possible), to make sure they're making their payments on time (by the 15<sup>th</sup> of each month)
- For clients receiving match, the Financial Institution will note on each invoice/statement, as applicable, either "Congratulations! Because you paid on time, your loan principal payment of \$25.00 will be matched!" or "Unfortunately, since you have not made your loan payment on time, you have forfeited a matching grant of \$25.00 this month. Please make timely loan payments to maximize your matching grant."

## Late Payments/Non-Payment

The Financial Institution will notify the Financial Counselor between the 25<sup>th</sup> and the 30<sup>th</sup> of the month, if the client is late in paying, or not paying at all, or if the bank account had a Non-Sufficient Funds (NSF) fee. If the payment is late, but not delinquent (30 days), the Financial Counselor will reach out to the client to either help the client get back on track, or counsel the client about how to address the lateness or delinquency. If it seems likely that the client will not be able to resume on-time payments – due to job loss or some other new circumstance - the counselor will counsel the client to close the account (to avoid having a delinquency reported to the credit bureaus).

For clients receiving match, if and when clients are assessed fees for late payments or for Non-Sufficient Funds (NSF), the Financial Institution will not match subsequent payments until the missed or late payment is made and any and all accrued fees are paid off. The Financial Counselors must make this policy clear to the client throughout the year-long loan period.

If a client has not made a payment for 30, 90, or 120 days, the following will happen:

30 Days	90 Days	120 Days
<ul style="list-style-type: none"> <li>•The Financial Counselor will reach out to the client to either help the client get back on track, or counsel the client about how to address the lateness(es) or delinquency(ices)</li> <li>•If the client tells the Financial Counselor that he/she will not be able to make loan payments going forward (due to job loss or some other new circumstance ), the counselor will encourage the client to close the account promptly to avoid having a delinquency reported to the credit bureaus. Either the client or the Financial Counselor can ask the Financial Institution to close the account.</li> <li>•If the client believes he/she can get back on track, and wants to stay in Twin Accounts, the Financial Counselor will make sure the client knows what will happen if the loan continues to be delinquent.</li> </ul>	<ul style="list-style-type: none"> <li>•If there is a 90-day delinquency (three consecutive months of non-payment) the Financial Institution will close the loan UNLESS the Financial Counselor e-mails the Financial Institution and asks to keep the loan open for another 30 days. The Financial Counselor will only make this request if he/she thinks the client can get back on track. In addition, the Financial Counselor must make this request to the Financial Institution at least two weeks before the account reaches 90 days delinquency.</li> </ul>	<ul style="list-style-type: none"> <li>•If the loan is still delinquent in another 30 days (120 days total) and the Financial Counselor does not call for another 30-day-extension - the Financial Institution will close the loan.</li> </ul>

With no exception, Twin Accounts will be closed by the Financial Institution after 180 days delinquency. The Financial Counselor will be notified by the Financial Institution that this occurred.

At any point of lateness or delinquency, if the client wants to close the LISC Twin Accounts product, the Financial Counselor (or the client) can communicate this to the Financial Institution. The Financial Counselor does not have to wait until the account is 90 days delinquent.

## Pre-Payments

LISC Twin Accounts does not allow clients to make pre-payments (make loan payments early), as paying early reduces the number of months for which the client can build credit through Twin Accounts. The Financial Institution may or may not charge a pre-payment fee to participants who make early payments (please see Addendum).

For those clients receiving a match, the Financial Institution can only match one payment a month - meaning clients who make payments early will forfeit the match for those payments.

## Premature Account Closure

If Twin Accounts is closed early, the Financial Institution will take funds from the client's savings account to pay off the loan and any accrued fees, and will report to the credit bureaus that the loan is "paid off" – a status that does not have a negative effect on the credit score. If the savings account does not cover the loan balance and any accrued fees – either the Counseling Organization or the Financial Institution will absorb the loss (see Addendum for details). If there's money left in the savings account after is the loan paid off, the Financial Institution will mail a check to the clients at the address provided on the loan documents (UNLESS the client or the Financial Counselor has notified the Financial Institution in writing of a change in address prior to the loan being closed).



For those clients receiving match, if Twin Accounts is closed prematurely, the participant forfeits all match funds accrued since product initiation.

## Successful Completion

When a client has completed the loan term (i.e. 12 months) – and has successfully repaid the loan - the Financial Counselor will first reach out to the Financial Institution and ask the designated person at the Financial Institution to calculate and share the final amount of match earned by the client since the beginning of Twin Accounts. The Financial Counselor will then schedule and hold an appointment with the client. The Counselor will instruct the client to bring to the appointment any documents that may be needed to open the secured credit card.

Clients must open a secured card upon successful completion of the Twin Accounts product. There are only two scenarios where the client will be permitted to use the funds for another purpose:

1. The client does not qualify for a secured card. If the client is not approved for a secured card, they may use the funds saved and earned in the program to pay down debt. If they do not have debt, they may work with their financial coach to find another use for the funds.
2. The client already has a secured or unsecured card. If the client has already opened additional financial products and would not benefit from a secured card, they may use the funds saved and earned in the program to pay down debt. If they do not have debt, they may work with their financial coach to find another use for the funds.

At the appointment, the Financial Counselor will help the client fill out the **secured credit card application** (following the secured credit card procedures). The Financial Counselor will then send the secured credit card application (along with any required documents/forms) to the Financial Institution, and the Financial Institution will send it to the secured credit card company for review.

## Transition to Secured Card

### Approved for a Secured Card

If the client is approved for the secured credit card the Financial Counselor will schedule another appointment with the client to complete the [Authorization to Transfer Saving Form](#). The Financial Counselor will specify on the Form that all match or savings be directed by the Financial Institution to the secured credit card company.

If the client has not earned the full amount of match or has not participated in the match program, the Form must specify that the balance of funds needed to open the secured credit card be directed to the credit card company from the client savings (the contents of the CD or “locked” savings account). Once the use of match and savings has been determined, the client and the financial counselor will complete and sign the [Authorization to Transfer Savings Form](#). The Financial Counselor will let the client know when to expect the secured credit card, and will review best practices in credit building with a secured credit card.

### Not Approved for a Secured Card

If the client is ineligible for the secured credit card offered at the conclusion of Twin Accounts (a determination based on the requirements from the secured card provider), the Financial Coach will schedule an appointment with the client to discuss the use of match funds and savings (the contents

of the CD or “locked” savings account. LISC restricts the use of match funds to the payment of active (reported) debt (credit card debt, or payment on an installment loan), or - if there is no reported debt - then to a creditor to cover an expense that could result in a delinquency, collection or judgment if not paid (i.e., a phone bill or utility bill).

For those clients not participating in the match program, the Financial Counselor will encourage the client to use their savings to either pay down any reported, active debt (credit card debt, or payment on an installment loan), settle a collection account or to cover an expense that – if not paid - could result in a delinquency, collection or judgment (i.e., a phone bill or utility bill). Once the use of savings has been determined, the client and the financial counselor will complete and sign the [Authorization to Transfer Savings Form](#). The counselor must first have the form signed by his/her program director before directing the Financial Institution to disburse the funds as specified by the [Authorization to Transfer Savings Form](#).

The Financial Counselor will have the [Authorization to Transfer Savings Form](#) signed by his/her program director, and then send or deliver the Form to the Financial Institution along with the client’s 12 month credit report. The Financial Institution will disburse the funds as specified.

# Appendix 1 - LISC Twin Accounts Review and Checklist

Applicant/ Client: \_\_\_\_\_ Date: \_\_\_\_\_

Counseling Organization: \_\_\_\_\_ Financial Coach: \_\_\_\_\_

Financial Coach's contact info (phone/e-mail): \_\_\_\_\_

*Please review the following procedures to ensure you understand how the Twin Accounts program works. Please initial each line and sign at the bottom to confirm you understand and agree to the terms of the LISC Twin Account program.*

## THE LOAN CLOSING APPOINTMENT:

\_\_\_\_\_ Once your application has been approved, your Financial Coach will call you to set up an appointment to fill out and sign the loan closing documents.

\_\_\_\_\_ You must bring to the appointment a check or money order (for the Document Preparation Fee) written to **Great Rivers Community Capital** in the amount of \$12. You will not be able to sign the loan documents if you don't bring the check or money order.

## MONTHLY PAYMENTS AND MATCHED FUNDS

\_\_\_\_\_ Monthly payments are around \$26.65 and will always be due on the 15<sup>th</sup> of each month. Payments should be made once each month for 12 months. *Pre-payments will not be matched.*

\_\_\_\_\_ Loan payment options with **Great Rivers Community Capital** are as follows:

- Check or money order – each month for 12 months – in person or mailed to:
  - **GREAT RIVERS COMMUNITY CAPITAL 1023 N Grand St Louis, MO 63106**
- Payment over the phone with your credit or debit card: **call 314-533-2411**
- ACH payment through your checking or savings account
- On-line bill payment through your bank

\_\_\_\_\_ If you make all your payments on time, you will have saved \$300 and earned \$300 in match (\$25 for each month you paid on time).

\_\_\_\_\_ If your loan payment is even one day late, you will not earn the \$25 match. In other words, you will **ONLY** be matched for payments made by the 15<sup>th</sup> (the payment due date).

\_\_\_\_\_ If you are fifteen days late (your payment is received after the 29<sup>th</sup> of the month), you will have to pay a late fee of \$15.

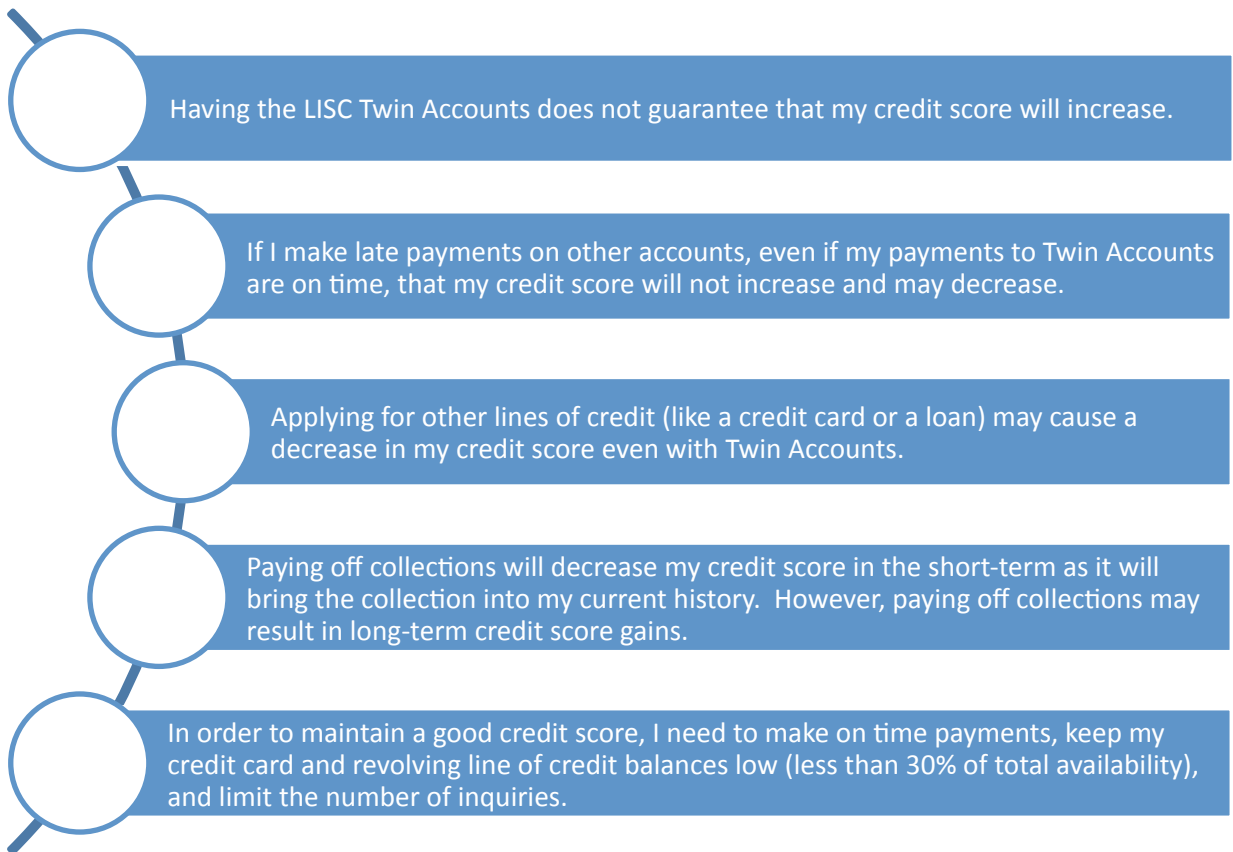
\_\_\_\_\_ **If you miss a payment one month and/or receive a late fee or NSF fee, you will not accrue another match payment until all payments and fees are caught up.**

\_\_\_\_\_ Match funds will be held until you make your final loan payment. Match funds **must** be used to opening a secured credit card (the card specified by the Twin Accounts Financial Institution), for which you must have a *minimum* of \$300 for the secured deposit. If you have not earned the full \$300 in match at the end of the 12-month loan term, you are required to make up the difference using money in your Twin Accounts savings account. The **Authorization to Transfer Match Funds and Savings Form** must be signed prior to the release of any savings or match.

In the event that you do not qualify for a secured card, these are the other acceptable uses of match: 1) debt repayment (only if it is reported debt) or 2) payment on a current bill such as a loan or credit card, utility bill, or cell phone bill (bills that, if not paid, will appear on the credit report as a delinquency, collection, or judgment). When this occurs, the match will be sent directly to the creditor.

I have read and understand the information on this **LISC Twin Accounts Review and Checklist**.

## I understand that:



Client Signature

Date

# Appendix 2 - Application

(Please Print)

GREAT RIVERS COMMUNITY CAPITAL, is partnering with LISC and other organizations to offer a credit building loan and savings product. This product will help you build credit and save money.

To encourage good credit building behavior, **(insert organization's name)** will reward you - upon completion of the 12-month loan - by providing a 1:1 match for every monthly payment that is received on time (payments are due by the 15<sup>th</sup> of each month).

This product can help you build credit and save money. Your match funds will be used to continue to build credit.

Speak to the Financial Coach at your local financial counseling organization for more information.

## For FINANCIAL INSTITUTION Office Use Only:

Loan Account # \_\_\_\_\_

Savings Account # \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Home Phone \_\_\_\_\_

Birth date \_\_\_\_/\_\_\_\_/\_\_\_\_

SSN \_\_\_\_\_

Email: \_\_\_\_\_

Primary language: English \_\_\_ Spanish \_\_\_

Other \_\_\_\_\_

If applicable:

Employer \_\_\_\_\_

Position \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Work Phone \_\_\_\_\_

Date Hired \_\_\_\_\_

Residence: Own \_\_\_ Rent \_\_\_ Other \_\_\_

In the event my request is approved and issued, I agree to read and comply with the terms of the agreement, which will be furnished to me. I further agree that FINANCIAL INSTITUTION may contact any source necessary to determine my credit/financial responsibility. I hereby acknowledge that the above information is true and complete.

**Client's Signature:**

X \_\_\_\_\_

Date: \_\_\_\_\_

### Meet These Minimum Requirements:

- Be over the age of 18
- Be able to make a loan payment of around \$26.65 on-time every month for 12 months.

- Be willing to continue to build credit by opening a secured credit card of \$300 after your Twin Accounts loan is repaid

### Additional Benefits:

- Save \$300 over 12 months and earn up to \$300 in match funds for a total of \$600 in savings & match during the first year of the program.
- Sign up for ACH through your bank account and have each payment directly debited from your account.

**Organization:** \_\_\_\_\_

**Financial Coach Signature:**

X \_\_\_\_\_

Date: \_\_\_\_\_

**Program Director Signature:**

X \_\_\_\_\_

Date: \_\_\_\_\_

# Appendix 3 - Authorization to Transfer Match Funds and Savings Form

Applicant/Client: \_\_\_\_\_ Date: \_\_\_\_\_

Counseling Organization: \_\_\_\_\_ Financial Coach: \_\_\_\_\_

Financial Coach's contact info (phone/e-mail): \_\_\_\_\_

<b>Funds Disbursement Request</b>			
<b>Options</b>	<b>Matching Funds</b>	<b>Savings Account</b>	<b>Total</b>
Secured Credit Card Deposit			
Debt Repayment (only if client is ineligible for the Secured Credit Card)			
Client	<b>NOT ELIGIBLE USE</b>		
Other (requires additional authorization)			
<b>Total</b>			

CHECK #1: Savings Account

CHECK #2: Match Funds

Amount: \$ \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Name: \_\_\_\_\_

Name of Creditor: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Account # (if applicable): \_\_\_\_\_

Account # (if applicable): \_\_\_\_\_

***Client Authorization***

I authorize GREAT RIVERS COMMUNITY CAPITAL to disburse the money in my savings, loan account # \_\_\_\_\_ and the matching funds earned by participation in the LISC Twin Accounts as described above.

Client Signature \_\_\_\_\_

***Program Authorization***

I confirm that \_\_\_\_\_ (Client's Name) has completed the LISC Twin Account Program and is eligible to receiving matching funds as described above.

Financial Coach Signature: \_\_\_\_\_ Counseling Organization Program Director: \_\_\_\_\_

## Appendix 4 - Credit Release Authorization

To assist [Site] in its ability to provide me with financial counseling services, I hereby authorize [Site] to pull my Transunion credit report and FICO score now and periodically, but not more frequently than once every six (6) months for a period not to exceed five (5) years from the date of this authorization. I understand that all inquiries by [Site] into my credit constitute “soft inquiries” and will not adversely affect my credit or my credit rating. While the credit reports and scores pulled by [Site] on my behalf will be used to provide me with financial counseling and/or to track my financial outcomes, it is understood that I will not receive a copy of the credit reports. I understand that I may request a financial counseling session at [Site] in the future to discuss information in any credit report and/or credit score pulled by [Site] on my behalf. I further understand that I may withdraw [Site’s] authorization to pull additional credit reports or credit scores at any time without penalty. Notwithstanding the foregoing, I understand that I have the right to dispute information with the credit bureau, to request reinvestigation, and to have corrected reports reissued to previous recipients of the credit report at issue.

I understand that credit information is sensitive and that there may be inherent risks to accessing such data; I have had the opportunity to ask [Counselor] questions regarding such risks. I understand that all of my personal information will be held **confidential** by [Site] and used only as authorized by me.

Any questions that I may have regarding the above will be answered by [Insert Name of Counselor] at [Site].

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By:

Date: