



# CURRENT ACCOUNT and DEBIT CARD

## Terms & Conditions

April 2023



**Mallow**  
Credit Union Ltd.



**current**  
account  
from your credit union

## Mallow Credit Union Limited

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Mallow Credit Union Limited is regulated by the Central Bank of Ireland, registered number 95CU.

This is an important legal document. Please read carefully and retain for future reference.

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## PART 1 GENERAL

This information is important. You should read it and keep a copy safe for future reference.

### 1. Introduction

1.1 These terms and conditions apply to your Mallow Credit Union Current Account, Debit Card, and Overdraft Account(s) to the extent you have availed of those product(s) or services. Services may be delivered in conjunction with Mallow Credit Union's partners, affiliates, and service providers, on the terms set out herein.

### 2. Distance Marketing

2.1 Distance Marketing Information for the Services applies to you if you have dealt with us at a distance e.g. by phone, internet and post.

2.2 This information in Part 1 of these Terms and Conditions is supplied to you in accordance with our obligations under the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (as amended)

### 3. Definitions

**'Account' or 'Current Account'** means the personal current account opened by us in your name(s) for you to carry out daily payment transactions. It is considered a "payment account" for the purposes of the European Union (Payment Services) Regulations 2018.

**'Accountholder'** is the person(s) in whose name(s) the Account is operated.

**'Agreement'** has the meaning given to that term in Clause 10.

**'ATM'** is an automated teller machine.

**'Available Balance'** is the value of funds available for your use in your Current Account.

**'BIC'** is the Bank Identifier Code.

**'Business Day'** means Monday to Friday, 9.00am to 5.00pm excluding bank and public holidays in the Republic of Ireland.

**'Card Issuer'** means Transact Payments Malta Limited which is an e-money institution authorised by the Malta Financial Services Authority.

**'Card Services'** means the services that can be availed of using your Debit Card.

**'Card'** means each Mastercard Debit Card issued by the Card Issuer to the Accountholder(s) which allows the Accountholder(s) to carry out Contactless, Point of Sale, Online and Telephone transactions, as well as to withdraw money from an ATM. The Card is a "payment instrument" for the purposes of the European Union (Payment Services) Regulations 2018.

**'Cashback'** is the option available from certain Retailers where, in addition to the purchase of goods or services, you can make a cash withdrawal as part of the transaction.

**'Consumer Credit Law'** means the law, regulations and statutory codes which govern the Account or any overdraft you have with us including the European Communities (Consumer Credit Agreements) Regulations 2010 and the Consumer Credit Act 1995 as amended.

**'Contactless Transaction'** means a transaction that is authorised by you touching or holding your Debit Card or linked device against or near a Point-of-Sale (POS) Terminal without the need to insert your Card or enter your PIN.

**'Cut-off Time'** is the latest time on a Business Day that we can process a particular transaction on that day.

**'Durable Medium'** means a method of providing you with information addressed to you personally which enables you to store the information in a way that is accessible for your future reference and which allows you to reproduce the information unchanged.

**'EEA'** means any country that is currently a member of the European Economic Area. This may change from time to time.

**'eStatement'** means a list of the transactions on your Account made available in electronic form.

**'Expiry Date'** is the date embossed on your Debit Card after which date the card will not work.

**'Fee Quarter'** means a consecutive three-month period which we use to calculate account transaction fees. (Further details are available in the Schedule of Fees and Charges).

**'IBAN'** is the International Bank Account Number unique to your Current Account.

**'Interest Quarter'** means a consecutive three-month period which we use to calculate debit interest we charge.

**'Joint Account'** means a Current Account opened in the names of two members.

**'Letter of Sanction'** means the letter issued to you setting out the terms and conditions of the Overdraft Facility attaching to your Current Account.

**'Online Services'** are the services that can be accessed via a web browser or through the online functionality available on our website.

**'Overdraft Facility'** is an authorised agreement that may be offered to you allowing your Account to go overdrawn (i.e. have a debit balance) up to an agreed amount.

**'Overdraft Limit'** means the amount of the authorised debit balance available in connection with your Overdraft Facility.

**'Payee'** is a person who receives a payment.

**'Payer'** is a person who makes a payment.

**'Personal Data'** means the personal identity details relating to the application for and provision and use of your Current Account, Debit Card and Overdraft Facility including your name, home address, email address, telephone number(s), date and country of birth, occupation, PPSN, employer details including length of time in current employment, tax residence, business activity, income, existing borrowings, account number, card number and Security Credentials.

**'Physical Card'** is the plastic card that can be used to carry out transactions.

**'PIN'** means Personal Identification Number. This is the security number provided for use with your Debit Card.

**'POS Terminal'** or **'Point-of-Sale Terminal'** means an electronic device used by a Retailer to authorise and accept a Card Transaction.

**'POS Transaction'** or **'Point-of-Sale Transaction'** means a transaction in which the Debit Card is used to purchase goods or services from a Retailer using a POS Terminal.

**'Privacy Policy'** means the document setting out what Personal Data we collect, why we collect it and how you can update, manage, export and delete your information. The privacy policy applicable to services is available on our website.

**'Retailer'** means a business that sells goods or services to the public and allows its customers to pay for these goods or services using a Debit Card.

**'Schedule of Fees and Charges'** means the information on fees and charges that we give you when you open your Account; subject to amendments from time to time. An up-to-date version of this schedule is available from any of our offices and on our Website.

**'Scheme'** means the Mastercard card scheme. Mastercard is a registered trademark of Mastercard International Incorporated.

**'Security Credentials'** are the personalised security features we require you to use in order to access your Account through online, phone and mobile banking channels and / or to authorise a transaction. Security Credentials include a PIN, a Password, a one-time passcode, security number or code (for example, those generated by a physical or digital security key).

**'SEPA'** is the Single Euro Payments Area in which cross-border direct debits and credit transfers in Euro within the SEPA Area can be executed by Accountholders using a single payment account and a single set of payment instructions and subject to the same basic rules, conditions, rights and obligations as national direct debits and credit transfers.

**'SEPA Area'** means the countries that are part of SEPA.

**'SEPA Payments'** are payments made within SEPA and which are subject to the SEPA Credit Transfer or SEPA Direct Debit Scheme Rules.

**'SMS'** means Short Message Service, also known as a Text Message.

**'Transaction'** refers to the payment of money into or out of your Account. A transaction includes the use of your Debit Card or another form of payment instruction to make

- (i) a payment to any person;
- (ii) a purchase of goods or services from a Retailer; or
- (iii) a cash withdrawal from an ATM or other financial institution.

**'Username and Password'** means a set of Security Credentials selected by you in order to access Online Services.

**'We', 'us', 'our' or 'Credit Union'** means the Credit Union of which you are a member. It includes the Credit Union's successors and legal transferees or assignees.

**'Website'** means our web pages and related content through which our Online Services are made available.

**'You or your'** means you, the person who has read and accepts these terms and conditions by applying for and using your Current Account, Debit Card and / or a Overdraft Facility. If you have a Joint Account, references in these terms and conditions to 'you' and 'your' includes both Joint Accountholders, together and separately.

## 4. Your Rights to Terminate the Current Account

- 4.1 You have the right to cancel the Current Account Services under the Regulations within 14 days.
- 4.2 Cancellation of the Current Account Services must be received in writing addressed to the Credit Union.
- 4.3 Within 30 days of your cancellation you must repay any outstanding sums with outstanding interest and return or destroy any Cards you hold.
- 4.4 We will pay to you any credit balance on the Account by the manner you specify, on receipt of notice of cancellation in the manner described at 4.2 above, subject to the deduction of all accrued fees, charges and interest.
- 4.5 You can choose to close your Current Account at any time. In order to close your Account you must pay any outstanding balance including accrued fees, charges and / or interest. If your Account is in credit the Credit Union will pay the credit balance to you once all accrued fees, charges and interest have been deducted.
- 4.6 If the Account is not operated in accordance with the Terms and Conditions the Credit Union shall be entitled to terminate your Account and will issue 60 days' notice of closure.



## 5. Fees and Charges

5.1 Transaction and service charges are set out in the Schedule of Fees and Charges for The Current Account and are subject to amendment from time to time. We are legally obliged to collect certain duties on behalf of the Government each year. Government Stamp Duty on cards is included in the Schedule of Fees and Charges.

## 6. Making a Complaint

6.1 If you are unhappy, concerned or dissatisfied with any aspect of our Current Account service please let us know. Your complaint will be fully investigated and we will provide a written response or regular updates where an investigation is ongoing. In the event you are not satisfied with the outcome of your complaint or it is not resolved within 40 Business Days, you are entitled to refer your complaint to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: (01) 567 7000 e-mail: [info@fspo.ie](mailto:info@fspo.ie) website: [www.fspo.ie](http://www.fspo.ie)

## 7. Deposit Guarantee Scheme

7.1 The Deposit Guarantee Scheme administered by the Central Bank of Ireland applies to eligible Current Accounts and other savings held with us, subject to a maximum compensation of €100,000 per person per institution.

Further details are available on [www.centralbank.ie/consumer-hub/deposit-guarantee-scheme](http://www.centralbank.ie/consumer-hub/deposit-guarantee-scheme)

## 8. Savings Cap

8.1 The Current Account shall be subject to any savings cap / limit that the Credit Union has in place from time to time.

## 9. Governing Law

9.1 The Account and these Terms and Conditions (including any amendments thereto) shall be governed by and construed in accordance with the laws of the Republic of Ireland. The English language is and will be used for the purpose of interpreting these Terms and Conditions and all communication in connection with these Terms and Conditions and your Account.

## 10. Agreement

10.1 Your 'Agreement' with us means the following:

- (i) The Current Account Application Form you completed, including any subsequent changes made to it;
- (ii) The main terms and conditions for your Current Account made up of Part 1 of this document (the 'Terms and Conditions');
- (iii) The terms and conditions for any other services we provide that you may use in relation to your Account, for example, Part 2 of this document which applies to your Debit Card, Part 3 of this document which applies to your Overdraft Facility, and any other terms and conditions such as for our Online Services;
- (iv) The Schedule of Fees and Charges applicable to your Current Account; and
- (v) Letter of Sanction, if applicable

10.2 If we amend any of these documents any changes form part of this Agreement.

10.3 We may provide you with documents which form part of this Agreement in either electronic or paper form. When you apply for your Current Account through Online Services, eSignatures may be used by us and by you to confirm acceptance of documents which form part of this Agreement.

- 10.4 The term of the Agreement is for an indefinite term from the date of Account opening until the Account is closed.
- 10.5 Up to date copies of our Terms and Conditions and our Schedule of Fees and Charges are available from our offices or on our Website.

## 11. Account Opening

- 11.1 Before we open an Account, we will require proof of your identity and permanent address. We will also need information to enable us to comply with our tax reporting obligations. Your Account will not become active until all the requested documents and information have been received and are approved by us.
- 11.2 From time to time, we may need you to provide or update information about you or documents we hold to identify you to enable us to comply with our regulatory obligations. If we are not provided with the updated information this could lead to us not carrying out a transaction on your Account or having to suspend or close your Account. You must promptly advise us of any change to relevant details including your address and where you are a tax resident.
- 11.3 There may be circumstances where we refuse to open an Account.
- 11.4 You can open an Account in your sole name or in joint names with another person if you (or both of you) are resident in the Republic of Ireland and are members of the Credit Union.
- 11.5 A member must be 12 years of age or older to open a Current Account.
- 11.6 Your Account is for your personal use only and shall not be used for business purposes, or for club, group, association, charitable or other organisation purposes.
- 11.7 Your Account will operate in Euro only.
- 11.8 Your Account must not be used for any illegal purpose(s).
- 11.9 If someone performs a transaction on your behalf on your Account, these Terms and Conditions will apply just as if you had performed the transaction yourself.
- 11.10 Your Account operation is subject to general law and regulation, including but not limited to:
- (i) Anti-Money Laundering and Counter Terrorist Financing regulations;
  - (ii) Banking and Payments regulations; and
  - (iii) Data Protection regulations.
- 11.11 We may suspend the operation of your Account and/or refuse to process or complete individual transactions when required to do so by law. Where permitted by law, we will advise you if we have blocked your account or stopped any transaction.

## 12. Joint Accounts

- 12.1 If you have a Joint Account with us, each of the accountholders is jointly and severally liable under these terms and conditions and for any instruction we get from either of you. This means both or any one of you can be held accountable to pay us any amount owed on the Account.
- 12.2 All Joint Accounts with us will operate on the basis that we can act on the instructions of either one of you. This means any one of you can ask us to do certain things with the Account without the other joint accountholder knowing, including taking all or any of the money out of the Account.
- 12.3 Either joint accountholder can ask for communications (including Statements) to be provided electronically or on paper, can apply for an overdraft facility or amend services on the Account.
- 12.4 When we send any notice to any one of you (including any eStatement or document in paper form) this will be deemed to be notice to both of the joint accountholders.
- 12.5 Either joint accountholder may choose to disclose information in relation to the Account to third parties (e.g. to their Accountant). This may result in the personal data relating to the other joint accountholder being disclosed to that third party.
- 12.6 We will communicate with joint accountholders at one of the contact details you give us. The person we contact is responsible for sharing this information with the other joint accountholder.



- 12.7 We require written instructions from both joint accountholders to close a Joint Account.
- 12.8 When your Joint Account is closed, we may pay any money we hold to both or either of the joint accountholders in accordance with the instructions received.

### 13. Debit Interest

- 13.1 You have to pay us interest on any debit balance on your Account, whether we have agreed an Overdraft Facility with you or not.
- 13.2 Debit interest is calculated on a daily basis on the debit balance on your Account and charged quarterly. Interest charged to your Account that results in a debit balance on your Account will itself bear interest until it is paid and a credit balance is restored.
- 13.3 Debit interest will be debited to your Account quarterly and on Account closure.
- 13.4 The rate of debit interest you are charged on any debit balance will be quoted on your Account Statement.
- 13.5 Details of interest rates and how interest is calculated are available from our offices.
- 13.6 We do not charge Surcharge (aka Excess) Interest on Debit balances on Current Accounts.

### 14. Credit Interest

- 14.1 Credit balances on Current Accounts may earn credit interest at rates set by the Credit Union from time to time and published on our website.

### 15. Changes to this Agreement

- 15.1 We may add to or change this Agreement at any time.
- 15.2 We may add new fees and charges or change existing fees and charges at any time.
- 15.3 We will tell you, usually two months in advance, if we add to or change the Agreement or if we add new fees and charges or change existing ones. The format and amount of notice that we will give you will follow the laws and regulations that apply at that time, and may be by letter, email, telephone, SMS or text message, Online Services, on our Website, by notice published in a national daily newspaper or display in our offices or other means of communication we deem appropriate.
- 15.4 If we change or add to the Agreement, and you do not wish to accept the change, you may end this contract and close your Account before the change comes into effect. If you decide to close your Account you must pay us any money, interest, fees, charges or Government Stamp Duty that you already owe in connection with your Account.
- 15.5 If you do not ask us to end the Agreement or close your Account then you are deemed to accept the changes about which we told you, including their effective date.
- 15.6 Occasionally we may give you shorter notice than two months; this may happen when:
  - (i) the change is in your favour;
  - (ii) the change is to introduce a new product or service that you can use with your Account;
  - (iii) the change has no impact on the operation of your Account; or
  - (iv) the change is required under law or regulation by a particular date, and there is not enough time to give you notice.

### 16. Your Up To Date Contact Details

- 16.1 You need to keep us updated with your contact information so that we can communicate with you safely and quickly. If you do not tell us promptly about a change in your contact details, you may not receive information that could be important or it may be accessed by someone else.
- 16.2 When you tell us that your contact details are changing (for example, your postal address or mobile phone number), we may ask you to confirm this in a certain manner, such as in writing or by

providing documentary evidence in accordance with our procedures and / or applicable regulations.

## 17. Communication Between Us

- 17.1 We may monitor or record any communications between you and us including telephone calls. We can use these recordings for a variety of reasons, for example, to check your instructions to us, to assess and improve our member services and/or to help detect or prevent fraud and other crimes.
- 17.2 We may contact you in any variety of ways, such as in person, using our Online Services, by post, by email or telephone (including SMS) or by any other means available to us.
- 17.3 Any notice sent by us to the last address you gave us is considered to be delivered immediately on delivery if it is delivered by hand and within two Business Days after it is posted, if sent by post.
- 17.4 Any notice sent by email, SMS or made available online (for example, via any message facility available through our Online Services) is considered to have been received by you at the time it is sent.

## 18. Personal Data Processing

- 18.1 Our Privacy Policy, accessible at our office and on our Website sets out how we collect personal information about you, how we use it and how you can interact with us about it. It may be updated from time to time.
- 18.2 We will access, process and retain personal information about you, your Account and any payment instruction we receive in respect of your Account, in order to provide the Services.
- 18.3 Any documents or records that we have, including any electronic records we have, may be retained, produced and relied on by us as evidence of facts or events related to your Account.

## 19. Account Security

- 19.1 We will do all we reasonably can to prevent unauthorised access to your Account and to make sure it is secure. It is very important that you do everything you reasonably can to make sure that access to your Account is safe and secure and that you comply with the terms and conditions set out herein. This section sets out what you need to do to protect your information and Account.
- 19.2 Where we suspect fraud or money laundering on your Account, we may investigate and/or stop payments to and from your Account and/or suspend or close your Account. We may also contact you to re-confirm your instructions. This could result in payments to and from your Account being delayed and/or refused. We are not responsible for any loss or damage that might be caused as a result.
- 19.3 If we believe that the security of your Account has been compromised or fraudulent activity may be occurring on your Account, we will contact you as soon as possible in writing, by SMS or by telephone (unless we are prohibited by law from doing so).

Please Note: We will never request your personal details (for example account numbers or Security Credentials) via letter or email. If we contact you by phone, we may need to identify you. We will do this by asking for certain information known only to you. However, we will never ask you to make payments from your Account to any other account or ask you to provide your Security Credentials.

- 19.4 If we contact you regarding the security of your Account, you must:
  - (i) follow instructions we give you in order to protect your Account from unauthorised access;
  - (ii) ensure your arrangements for receiving information from us are safe and secure;
  - (iii) make sure when you are contacting us, that you choose a method that is safe and not public;
  - (iv) keep your Debit Card, safe and secure; and

- (v) keep your Account details and your Security Credentials safe and confidential.
- 19.5 Please remember that communications made via the internet may not be secure and could be intercepted by third parties. We strongly recommend that you avoid using public Wi-Fi for conducting any business in relation to your Current Account (or any other account you may have).
- 19.6 You should also check your account records regularly. If you do not keep your Account safe and secure, you may be responsible for any resulting losses suffered.
- 19.7 You must tell us immediately if you believe an unauthorised person can access or has accessed your Account or if you have lost any item that you use to make a payment from your Account, such as your Debit Card or Security Credentials or where you suspect the safety of any of those items has been compromised.
- 19.8 We shall not be liable for any loss arising:
- (i) from a change to your contact details that you have not told us about;
  - (ii) from any default resulting directly or indirectly from any cause beyond our control;
  - (iii) from any use of your Account, card or overdraft facility that is contrary to the Agreement;
  - (iv) subject to clause 42.6, for any damages due to loss, fraud or theft that you have reported to us 13 months or longer after the event.
- 19.9 Where sums are incorrectly deducted from your Account due to our fault, our liability shall be limited to such amounts.
- 19.10 You will have no claim against us and we will have no liability to you:
- (i) if you do not comply with the Agreement, any other agreement with us or any agreement with a third party which relates to your Account;
  - (ii) where you have acted fraudulently or with gross negligence;
  - (iii) if any of the details you gave us were wrong or insufficient; or
  - (iv) where your loss is due to circumstances outside our control despite our best effort to do so (for example, a problem with a payment, settlement or clearance system, industrial disputes or the acts or omissions of our agents or any other third party).
- 19.11 By using your Current Account, you agree that you will comply with your obligations under the Agreement and that you, as the accountholder, are liable to pay all amounts owing on the Account.
- 19.12 We may close or block your Account immediately, or with less than two months' notice, if:
- (i) you materially breach this Agreement or any other agreement with us;
  - (ii) you use (or allow someone else to use) your Account improperly, illegally or for criminal activity or if we suspect this to be the case;
  - (iii) you commit or attempt to commit fraud against us or some other person or entity;
  - (iv) you provide us with false or misleading information at any time;
  - (v) in our reasonable opinion, you are not in a position to properly manage your financial affairs;
  - (vi) any financial / insolvency judgment is obtained or threatened against you; or
  - (vii) the accountholder dies or loses contractual capacity.
- 19.13 We do not have to notify you beforehand if we close or block your Account for any reason listed above.
- 19.14 We are not liable to you or anyone else if we close or block your Account for any reason listed above.
- 19.15 We will tell you how the block on your Account can be removed (if it can be).
- 19.16 We are not liable to you or anyone else if services on your Account are interrupted for reasons beyond our reasonable control, for example due to an act of God, failure of electrical power, strike, industrial action, breakdown or failure of equipment or software.
- 19.17 If you breach the Agreement, and that causes us to suffer any loss or have any expense, you will compensate us in full if we ask you.

19.18 Where your Account has become inactive, we may close it by giving you at least two months' notice. We will normally consider that an Account has become inactive if the balance is less than €100 and has not been used for 12 months or more.

19.19 As part of the Account closing process, you must:

- (i) repay any amounts you owe us, including for payments not yet processed and any interest, fees and charges owed up to the date the Account is closed;
- (ii) return or destroy any items we issued to you to use in connection with your Account, such as any Debit Card; and
- (iii) cancel or redirect to another account any payments to or from your Account.

## 20. Death of Accountholder

20.1 If you die, and your Account is in your sole name, we will close your Account and pay any Available Balance to your valid nominee or personal representative.

20.2 Any payment made by us to or from your Account after your death but before we have received written notice of this, will be valid and binding on your nominee, successors and estate.

20.3 If you have a Joint Account and one of the joint accountholders dies, any funds left in the Account will be paid to or at the order of the surviving joint accountholder, subject to our right of set-off, compliance with any statutory requirements and receiving the relevant Revenue Commissioner's clearance certificate, if applicable.

## 21. Bankruptcy or Insolvency of Accountholder

21.1 If you become bankrupt or an event of insolvency occurs, and your Account is in your sole name, we may close your Account and pay any balance outstanding to the person administering your bankruptcy or insolvency. We will do this when we receive the necessary legal documents to confirm the bankruptcy or insolvency and confirm the identity of the person administering your bankruptcy or insolvency.

21.2 Any payment made by us to or from your Account after your bankruptcy or an event of insolvency but before we have received written notice of this, will be valid and binding on your successors and estate.

21.3 We may continue to accept payments to your Account after an event of insolvency.

21.4 If your Account is a Joint Account and either joint accountholder becomes bankrupt, we will require the instructions of the other joint accountholder as well as the person administering the relevant bankruptcy before we pay any outstanding balance to any other account.

## 22. Right of Set-off

22.1 We may at any time and without notice to you transfer at any time the whole or any part of any balance standing to the credit of any of your Account(s) and/or other Account(s) maintained with us to any debit balance on any other of your Account(s) with us.

## 23. Statutory Rights

23.1 No provision in the Agreement shall affect your statutory rights under applicable Consumer Credit Law or any regulations made thereunder. In the event of any conflict arising between these Terms and Conditions and such rights, your statutory rights shall prevail.

23.2 If we do not enforce the rights we have under this Agreement or in law or we delay enforcing them, we may still enforce those rights in the future, even if we did not enforce or delayed enforcing those rights on any previous occasion.

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



## 24. Payment Instructions

- 24.1 You are responsible for ensuring that instructions to pay money into and out of your Account are correct and accurate.
- 24.2 You should always check the amount of any payment before you authorise it.
- 24.3 You agree that when we process any payment to or from your Account, we will rely on the BIC and IBAN that is given with the payment. If these details are not correct, the payment may be processed in accordance with those incorrect details, and we are not liable to you or anyone else if that results in any loss or expense.
- 24.4 If we receive a payment or payment instruction that does not have the information that we need to identify the Account that is to receive the payment, for example, an IBAN, we may refuse to process it. We will tell you if we refuse to process a payment instruction from your Account for this reason. We will not be liable to you or anyone else if that results in any loss or expense.
- 24.5 The financial institution where the Payee's account is held controls payments into that account. We are not accountable for that.
- 24.6 Where we receive a number of payment instructions and you do not have sufficient funds in your Account to meet them all, we may prioritise the payments in any order we choose.
- 24.7 If a payment into your Account is received on a Business Day, the relevant Cut-off Time has not passed, and the payment does not require currency conversion, we will credit your Account with the payment on the same Business Day that we receive it. All other payments requiring a conversion will be credited to your Account as soon as the relevant conversion has been completed. You also agree that we have the right to deduct transaction charges from any payment into your Account before crediting it to your Account.
- 24.8 When you (or anyone else) lodge cash in Euro to your Account in our offices, we will process it and immediately credit your Account.
- 24.9 At all times, your Account must be operated in credit unless we have granted you a Overdraft Facility.
- 24.10 You must always ensure that there are sufficient available funds (including any unused Overdraft Facility where there is one) in your Account to complete a transaction, including the application of interest and charges.
- 24.11 Payments out of your Account will only be processed if there are sufficient Available Funds to meet such payments; otherwise they will not be processed. The only exceptions to this are payments in respect of Fees and Charges, Interest and Government Stamp Duty.
- 24.12 We may cancel a standing order on your Account if it is unpaid on more than one occasion.
- 24.13 Where we have permitted you to overdraw on an Account, either with or without an agreed Overdraft Facility, the amount overdrawn will be repayable on demand.

## 25. Cheque Lodgement

- 25.1 When you lodge a cheque into your Account, we send it to the Payer's financial institution seeking payment. When the Payer's financial institution receives the cheque and decides that it can be paid from the Payer's account it is said to be "cleared". Only when the cheque is cleared does the value of that cheque become Available Funds in your Account.
- 25.2 When you calculate how much you can withdraw from your Account (including how much you can overdraw if you have an agreed Overdraft Limit), you must not include the value of any cheque lodged into your Account until it has been cleared.
- 25.3 It can take up to 10 Business Days for a cheque to clear and be available for withdrawal. It can take considerably longer, often up to 30 Business Days, to clear a cheque drawn on a financial institution in Northern Ireland or abroad.
- 25.4 Whether or not a cheque is cleared for withdrawal, and the length of time to do so, depends on the Payer and the Payer's financial institution. Not every cheque is eventually cleared for withdrawal. It is possible for a cheque to be returned unpaid to us instead. If a cheque is returned to us unpaid, we will take the amount of it back out of your Account, without prejudice to our right to recover from you directly.

- 25.5 We can delay or refuse to accept a lodgement or payment to your Account for any valid reason (for example, if we believe the lodgement or payments to be fraudulent or unlawful).
- 25.6 Before you pay money into or out of your Account in one of our offices, we can sometimes ask you to show us (and allow us copy) proof of your identity for example, a passport or photo driving licence. We do this in order to protect your Account from the risk of fraud.
- 25.7 You should only lodge a cheque to your Account that is payable to you. If we allow you to lodge any other cheque or Bank Draft you must compensate us if we incur a loss or expense as a result.

Please Note: You need to take great care when a cheque is paid into your Account and has not yet cleared for withdrawal. Your Account statement and balance given at an ATM may show the value of the cheque on the day it is lodged even though it has not as yet cleared. We do this to show you when the cheque was lodged. You should not assume the cheque has cleared until the Available Balance reflects the value of the cheque.

- 25.8 If we accept a cheque in a currency other than Euro for lodgement to your Account, the other currency amount will be converted to Euro at our exchange rate (or that of our Foreign Currency Exchange partner) for that currency on the date we add it to your Account.
- 25.9 If the financial institution on which the cheque is drawn returns it unpaid, the amount debited to your Account will be calculated using our exchange rate for that currency on the date we deduct the unpaid cheque amount from your Account. We are not liable for any loss you may suffer or any expense you may have as a result.

## 26. Cut-off Times

- 26.1 Whether or not we can process a payment instruction to or from your Account on the Business Day we receive it depends on whether we receive it before or after the relevant Cut-off Time.
- 26.2 Cut-off Times vary depending on the type of payment we are instructed to make, the type of instruction and the way we are instructed.
- 26.3 If we receive a payment instruction before the Cut-off Time on a Business Day, we will process it that Business Day.
- 26.4 If we receive a payment instruction after the Cut-off Time on a Business Day, we will generally process it on the next Business Day, although we may process it on the Business Day we receive it.
- 26.5 Payment instructions received by us on a non-Business Day, will be processed on the next Business Day.
- 26.6 You can find details of our Cut-off Times by contacting us by phone or at our office.
- 26.7 If funds, cheques, drafts or other paper-based payments are lodged to your Account in an office other than our main office or through an agent, it may take us at least one extra Business Day to process. Once the lodgement has been processed by us, we will credit the amount to your Account with effect from the date we process the lodgement.
- 26.8 Please note that, even after the above timeframes have passed and cheques, drafts and other paper based payments have cleared, such items may be returned unpaid due to, for example, counterfeit banknotes or counterfeit or fraudulent paper payments. In such cases, as previously stated, we will take the amount unpaid back out of your Account, without prejudice to our right to recover from you directly.

## 27. SEPA Direct Debit Scheme Rules

- 27.1 Direct debit payments are covered by the SEPA Direct Debit Scheme Rules ('Scheme Rules').
- 27.2 An authorised Direct Debit Originator ('Originator') is a person or firm authorised to take payments from accounts using the SEPA Direct Debit Scheme.



- 27.3 The Originator can take a payment from your Account if:
- (i) you have authorised a direct debit instruction in the Originator's favour; and
  - (ii) the Originator has followed the Scheme Rules.
- 27.4 We are entitled to rely on this instruction received from the Originator's payment service provider in order to make a payment from the Account.
- 27.5 The payment must be in Euro and the account to which funds are being transferred must be within the Single Euro Payments Area (SEPA).
- 27.6 We will not pay a direct debit payment request from your Account to the Originator if that would mean your Account goes overdrawn or goes over an agreed Overdraft Limit (where there is one).
- 27.7 You can request a refund of a direct debit payment up to eight weeks from the date that any direct debit was paid from your Account. You must contact us in writing to avail of this refund right.
- 27.8 You may instruct us in writing to:
- (i) limit any direct debits to a particular amount and/or period;
  - (ii) block any direct debit payments from your Account until you have agreed to have the block removed;
  - (iii) create a list of Payer accounts to which direct debit payments from the Account are permitted; and/or
  - (iv) create a list of Payer accounts to which direct debit payments from the Account are not permitted.
- 27.9 In order to cancel or amend either a direct debit payment or a direct debit mandate, you must contact the Originator with whom you have agreed the terms of a mandate. You must let us know as soon as possible and no later than the end of the Business Day before the Business Day the scheduled direct debit payment is due if you would like us to block or refuse a payment or to notify us that direct debits from that Originator are no longer permitted on your Account. If your written instruction to cancel arrives later than that, and we make a direct debit payment, we will not be liable to you or anyone else for any loss or expense which results.

Please Note: The mandate will continue to be valid until such time as any cancellation has been finalised directly with the originator in accordance with the terms and conditions relating to the mandate.

- 27.10 Where you instruct us to make a payment on a specified date in the future, we will take it that the payment instruction has been received on the date you have requested the payment to be made and will process the payment on that date. If that requested date is not a Business Day, we will process the payment on the next Business Day.

## 28. Standing Orders

- 28.1 A standing order is an instruction to make payments from your Account to an account with us or another financial institution for fixed amounts, at regular intervals.
- 28.2 The payment must be in Euro and the account to which funds are being transferred must be within the Single Euro Payments Area (SEPA).
- 28.3 A standing order must include a valid IBAN for the account you want to transfer funds to and/or any other information that we might need. You can also give us a reference number that we will include with all payments.
- 28.4 A standing order can be set up, amended or cancelled by completing the relevant instruction using our Online Services or in one of our offices.
- 28.5 You can postpone an individual payment under a standing order; or change or cancel a standing order set up on your Account, using our Online Services or by giving us written instruction no later than the end of the Business Day which is two clear Business Days before the standing order is due to be paid. If your written instruction to postpone, change or cancel arrives later than that, and we

make a standing order payment, we will not be liable to you or anyone else for any loss or expense which results. You will need to take our Cut-off Times into account when setting up, postponing, changing or cancelling any standing order and these are available on request.

### 29. Credit Transfers

- 29.1 A credit transfer is a single payment from your Account to another account.
- 29.2 A credit transfer can be set up by completing the relevant credit transfer instruction by using our Online Services or in any of our offices.
- 29.3 A credit transfer instruction must include the information we need to identify the account you want to transfer funds to (for example, an IBAN and the name on the recipient's account). We will tell you what details we need when you give us the instruction.
- 29.4 If you wish for a credit transfer to reach the recipient's account by a specified time/date, the relevant Cut-off Times will need to be considered.
- 29.5 A credit transfer instruction cannot be cancelled or amended once we have started to process it.
- 29.6 In order for us to process a credit transfer payment instruction:
- (i) you must have sufficient Available Funds in your Account to cover the payment or an agreed Overdraft Limit which will cover the amount of the instruction;
  - (ii) our procedures for effecting credit transfers, whether online or over-the-counter, must be complied with; and
  - (iii) our security requirements must be followed (for example, entering your PIN if using a Card).
- 29.7 We may delay or refuse to make a payment from your Account for any valid reason (for example, where the information we have been supplied with is incorrect). If possible, we will tell you our reason for doing so and what we need from you in order to make the payment. For payments set up through our Online Services, you should monitor your Account to track your payments.
- 29.8 Where we accept a payment instruction in Euro to any EEA country, we will endeavour to ensure that the recipient's payment services provider is paid by the end of the next Business Day after we receive the payment instruction (assuming we have received a completed instruction before the relevant Cut-off Time on a Business Day).
- 29.9 Where you wish to make a payment by a particular deadline, you should allow for additional time to make sure the recipient's payment services provider processes the payment on time.
- 29.10 We do not have to follow a payment instruction if:
- (i) we have not been provided with all the information we need;
  - (ii) you do not have sufficient Available Funds to make the payment and pay all applicable charges;
  - (iii) we reasonably think that a payment into or out of an Account is connected to fraud or any criminal activity.
- 29.11 Where we are given incomplete, unclear, inconsistent or mistaken instructions we will not be responsible for acting in accordance with any part of those instructions or for any delay or error which arises as a result. We may, at our discretion, refuse to execute such instructions.
- 29.12 If we do refuse to make a payment from your Account, where we are permitted to do so, we will let you know.
- 29.13 If an incorrect amount is paid into or out of your Account in error, you agree to let us reverse the payment and to correct the entries in your Account. We do not have to contact you to tell you beforehand in order to do this.

### 30. Unauthorised Transactions

- 30.1 You must tell us about any transaction that you did not authorise, or any transaction that was not done correctly, as soon as possible at the first available opportunity.

- 30.2 We will normally say that there has been undue delay to notify us if you fail to do so within 30 days after receipt by you of a statement or payment advice detailing the relevant transaction. In any event a failure to notify us within thirteen months after the date of the transaction will always amount to an undue delay.
- 30.3 If you tell us, without undue delay, about an unauthorised payment made from your Account, we will refund your Account and restore it to the way it would have been if the unauthorised payment had not happened. If it is later determined that no refund should have been paid, we will be entitled to recover it from your Account without further reference to you.
- 30.4 If any unauthorised payment resulted from the loss, theft or misuse of any payment instrument, you may be liable for any losses. However, as a Consumer, this liability is limited to €50, subject to clause 30.6 below.
- 30.5 We will refund the full amount where:
- (i) the loss, theft or misuse was not detectable to you prior to a payment being made except where you have acted fraudulently; or
  - (ii) the unauthorised payment was caused by the acts or lack of action on our part (including that of our employees and / or any parties to which we have outsourced activities).
- 30.6 We may not give you a refund where:
- (i) We reasonably think you have acted fraudulently and we notify the relevant national authority of this;
  - (ii) You have fraudulently, intentionally or with gross negligence either failed to keep and use your payment instrument in accordance with the terms governing its issue, use and safety or you have failed to tell us, without undue delay, about the loss, theft, misuse or unauthorised use of the payment instrument.
- 30.7 If, as a result of investigation, we establish that the transaction claimed as unauthorised is in fact an authorised transaction, we will debit your Account with any amount refunded. You may also be liable for any reasonable costs incurred by us in carrying out the investigation.
- 30.8 We will not be responsible for any losses caused if we make a payment for you that contained an incorrect account number or IBAN supplied by you. We will make every reasonable effort to get back any money involved in the transaction for you. We may charge you for any reasonable costs that we have to pay in getting this money back for you.
- 30.9 In the event we suspect or detect any fraud or unauthorised activity on your Account, we will advise you via phone call, SMS or email as appropriate. If we deem it necessary, we may block your Account and will advise you of the block and how it may be removed.
- 30.10 We may decide, at any time and without contacting you, to settle and pay any claim by a third party arising from payments to or from your Account. Any amount paid by us may be debited from any account in your name.

## 31. Account Fees and Charges

- 31.1 We charge a monthly Account maintenance fee that is debited every Fee Quarter along with any transaction and service fees that may apply.
- 31.2 The maintenance, service and transaction fees are shown in the Schedule of Fees and Charges pertaining to your Current Account. We calculate the amount of your Account fees every Fee Quarter. You can see a list of the dates on which we calculate and charge Account fees in the Schedule of Fees and Charges. We retain the right to change these dates at any time.
- 31.3 We may take any fees, charges and interest that you owe us directly from your Account. We may debit your Account even if it causes it to become overdrawn. Any overdrawn balance thus created will itself attract debit interest at the prevailing rate (which will be displayed on your Account statement).
- 31.4 There are fees for some particular services, for example when we provide, increase or renew an Overdraft Facility. We will generally charge such fees to your Account when we provide the particular service. These fees are also shown in the Schedule of Fees and Charges.

- 31.5 We are legally obliged to collect Government Stamp Duty that you owe concerning your Account, for example, duties on debit cards.
- 31.6 You agree for us to collect any of the fees, service charges and Government Stamp Duty that you owe, from your Account on the date or dates we select.
- 31.7 We may, from time to time, make changes to and/or introduce new fees, charges and interest rates. All of our interest rates are variable (which means that they may go up and down). For details of the overdraft interest rates that apply at any given time, please refer to your eStatement /Account Statement.

### 32. eStatements

- 32.1 An eStatement will be provided to you quarterly containing information on all payments to and from your Account and any fees or charges applied for the time period covered by the eStatement.
- 32.2 Information in relation to transactions, including the facility to print eStatements, is available on our Online Services.
- 32.3 When you register for Online Services, you will have access to eStatements for your Current Account. If you request a paper copy of a Statement (either in our offices or by post) a fee may be applied. Please refer to the current Schedule of Fees and Charges for details.
- 32.4 You agree that any obligation to provide you with documents or statements in this Agreement or any other terms and conditions agreed between us, shall be satisfied when we provide it to you electronically.

Please Note: It is your responsibility to check your statements and any other information we give you. If you think a transaction has been recorded erroneously you should contact us as soon as possible.

### 33. Youth Current Account

- 33.1 The Youth Current Account is available to persons aged 12 to 17 years inclusive. We may at our discretion require you to supply satisfactory evidence of full time second level education, such as a letter from your school.
- 33.2 With a Youth Current Account there are no Account Services charges, Account Transaction charges or Debit Interest. Other fees and charges may apply in accordance with our Fees and Charges Booklet.
- 33.3 You are not eligible to apply for an overdraft facility on the Youth Current Account and your Account may not go into an unauthorised overdrawn position. This means you cannot make a payment out of your Account if you do not have enough money in it. However, occasionally, you may make a payment that we cannot stop, which will take your Account balance below zero. In such cases you are required to immediately repay this money and if you do not do so, we reserve the right to close your Youth Current Account.
- 33.4 Once you turn 18, you will no longer be eligible for the Youth Current Account and your Account will be changed to the standard Current Account. Any specific conditions relevant to your new Account (including any fees and charges) will apply and the Youth Current Account specific conditions will no longer be applicable. We will give you at least 2 months' notice before we make this change. You may also be required to provide additional identification and proof of address verification.
- 33.5 We reserve the right to amend, modify, cancel, withdraw or change the benefits applicable to the Youth Current Account at any time. Any such changes will be notified to you in accordance with Clause 15.3 of these Terms and Conditions.
- 33.6 For applicants aged 12-15 years old, and where this Account is offered, the following additional conditions apply:
  - 33.6.1 You may only have one Youth Current Account and you cannot hold this Account jointly with anyone else.

- 33.6.2 You should review the Terms and Conditions that apply to your Youth Current Account with your Parent/Guardian before completing the application.
- 33.6.3 Written consent from your Parent/Guardian is required to open the Youth Current Account and receive a Debit Card with POS and ATM services; a Personal Identification Number and Digital Banking Services.
- 33.6.4 We may at our discretion, discuss with you and / or your Parent/Guardian any aspect of the use or operation of, or transactions on your Account and/or may request that the Account be closed at any time. Closure of a Current Account will not automatically affect your right to membership of the Credit Union.
- 33.6.5 We may advise your Parent/Guardian in the event that your Account enters an Unauthorised Overdraft position.



## PART 2 DEBIT CARD TERMS AND CONDITIONS

### 34. Your Card and Your Agreement

- 34.1 Your Card is issued by the Card Issuer pursuant to a licence from the Scheme. By accepting the terms of Part 2 of this Agreement, you are entering into a direct contract with Transact Payments Malta Limited and your rights and obligations relating to the use of the Card are subject to this Agreement. Part 2 will only apply to you if we provide you with a Card.

### 35. Card Application and Activation

- 35.1 To apply for and use a Card you must be at least 12 years of age, open a Current Account and be resident in the Republic of Ireland.
- 35.2 Card applications may be made using Online Services or at our offices, subject to conditions.
- 35.3 When you receive your Card, you must sign the back of the Card immediately and then activate the Card by undertaking a CHIP and PIN transaction at an ATM or POS Terminal. If, for any reason, you cannot complete a transaction using your PIN you can contact the Card Services team on 01 693 3333 who can also activate your card. The activation of your Card shall mean acceptance of the Debit Card terms and conditions.
- 35.4 If activation of your Card does not take place within 60 days of the issue of the Card, in the interest of Card security, the Card will be cancelled.
- 35.5 On receiving the PIN advice, you must memorise the PIN and then immediately destroy the PIN advice. You must never write down or store the PIN with the Card or in any way which could be understood by someone else.
- 35.6 The Card can only be linked to the Current Account for which it was issued. You must keep the Card secure at all times and not allow any other person to use it, including allowing another person to execute Transactions on your behalf.
- 35.7 The Card remains the property of the Card Issuer. We reserve the right at any time to cancel, suspend, recall or retain the Card. We may at our sole discretion refuse to re-issue, renew or replace the Card.

### 36. Using Your Card

- 36.1 We issue a Card to you so you can use it for transactions on your Account. It is for your sole use.
- 36.2 You can use your Card with the PIN for a cash withdrawal from your Current Account from any ATM with the Mastercard acceptance mark.
- 36.3 You may use your Card for purchases in Euro or a foreign currency.
- 36.4 There are certain circumstances where a Retailer may require you to have an Available Balance greater than the value of the transaction you wish to make. You will only be charged for the actual and final value of the transaction. Retailers may request this as they may need to access more funds than you initially planned to spend for example, when making hotel or car rental bookings. In the event that a Retailer has prior authorisation on your Card, you will not have access to the relevant funds until the Transaction is completed or, if sooner, up to a period of 30 days. We will only block access to the exact amount of funds authorised by you.
- 36.5 If your Card cannot be used where Retailers are unable to obtain online confirmation that you have sufficient Available Balance for the transaction, we accept no liability if a Retailer refuses to accept payment using the Card.
- 36.6 If you have a Joint Account, although you may each have your own Card, you are each responsible and shall be jointly and severally liable for all transactions carried out using any Card and for repayment of any borrowing that arises on your Current Account. You shall remain so liable notwithstanding any cancellation of this Agreement.



## 37. Card Transactions

### 37.1 Contactless Transactions

- 37.1.1 You can use your Card to make purchases for small amounts without using the CHIP and PIN, i.e. Contactless Transactions.
- 37.1.2 When using your Card for a Contactless Transaction, the transaction is authorised by touching or holding the Card against or near a POS Terminal without the need to insert your Card or enter your PIN.
- 37.1.3 From time to time, for your security, you will be asked to insert your Card and enter your PIN when conducting a Contactless Transaction.
- 37.1.4 There is a limit on the value of each Contactless Transaction set by the Mastercard Scheme from time to time.

### 37.2 Point of Sale Transactions

- 37.2.1 For transactions that require a Card to be inserted into a POS Terminal, you will generally be prompted to input your PIN into the POS Terminal. In the unlikely event that a Retailer does not have a CHIP and PIN facility, your signature may be required to authorise a transaction.
- 37.2.2 We set daily transaction limits for Card transactions, for example, using your Card for purchases. These limits may change from time to time and are available on request at any time.
- 37.2.3 We have no obligation to you or the Retailer concerning goods or services provided. You should contact the Retailer if you have any query or dispute about the goods or services they provide.
- 37.2.4 We have no obligation, responsibility or liability to you if a Retailer refuses to accept your Card or if the Retailer fails to contact us for authorisation where required.
- 37.2.5 Once you have authorised a Point-of-Sale Transaction, it cannot be subsequently revoked. Where you have authorised a Retailer to set up a continuous payment instruction on your Card and you wish to cancel it, you must send a written cancellation notice to the Retailer and keep a copy of the letter. Service of such a cancellation notice on a Retailer shall not constitute, or be deemed to constitute, service of any such notice on us and we are bound to continue following any valid payment instructions previously received, except as otherwise set out in this Agreement.
- 37.2.6 When a Point-of-Sale Transaction is authorised by use of a Card and PIN, the use of the PIN will be regarded as conclusive evidence that the Point-of-Sale Transaction was authorised by you.
- 37.2.7 If a Retailer initiates a refund in respect of a Point-of-Sale Transaction, we will only credit the Current Account with the amount due upon receipt and processing of the refund amount by us from the Retailer. For non-Euro Transactions the amount actually credited to the Current Account may, following deduction of relevant fees and charges, differ from the original amount of the Point-of-Sale Transaction effected on your Current Account.
- 37.2.8 We are not liable where a Retailer:
  - (i) Refuses to accept a Card;
  - (ii) Refuses or fails to verify that it is you using the Card; or
  - (iii) Makes an error when processing the Transaction.

### 37.3 Cardholder Not Present Transactions

- 37.3.1 You may carry out a Card Transaction when you are not in the presence of a retailer (e.g. purchases online and over the telephone). This is called a 'Cardholder not present transaction' and the Retailer may request any or all of the following details:
  - (i) Your Card number
  - (ii) Your Card validation CVV – last 3 digits on the back of your Card
  - (iii) Your Card Expiry Date
  - (iv) Your name, address and telephone number

- (v) The address to which the goods or services should be delivered, and
- (vi) Agreement for the amount charged.

- 37.3.2 You may be required to provide Security Credentials, for example, a 3D Secure Passcode, in order to complete an online transaction. It is your responsibility to ensure we hold your current mobile phone number to ensure you have continued use of the service.
- 37.3.3 If we authorise a payment to a Retailer as a Cardholder not present transaction this will immediately reduce the Available Balance in your Current Account by the payment amount.
- 37.3.4 Some Retailers will apply for pre-authorisation of a payment when you give them your Card number for example, if you hire a car or book a hotel room. The pre-authorisation amount will reduce the Available Balance on your Current Account.
- 37.3.5 When a Cardholder not present transaction is authorised by verification of Security Credentials, this will be regarded as conclusive evidence that the transaction was authorised by you. Use of any specific verification method by you is subject to the terms and conditions of such verification method.
- 37.3.6 You should only make purchases from known and trusted Retailers. If a person misuses the information you provide in a 'Cardholder not present transaction', we are not liable for any loss you suffer as a result.
- 37.4 Cash Withdrawals
  - 37.4.1 You can use your Card in conjunction with your PIN to withdraw cash from an ATM where the Mastercard acceptance mark is displayed or at Retailers who offer Cashback. When you make a withdrawal, the amount of the withdrawal will be deducted from your Account and it will immediately reduce the Available Balance on your Account.
  - 37.4.2 We set daily transaction limits for Card transactions, for example, using your Card for cash withdrawals. These limits may change from time to time and are available on request at any time. Some ATM providers and retailers may apply their own limits to cash withdrawals and these may be lower than the daily limit set by us.
- 37.5 Use of Card Abroad or in Foreign Exchange Transactions
  - 37.5.1 Your Card may be used in most countries worldwide. The use of your Card while outside Ireland is subject to local legal and regulatory requirements.
  - 37.5.2 If you use your Card for a non-Euro Transaction or withdraw cash in a country that is not a member of the Euro, the amount of any non-Euro Transaction will be converted to Euro at the rate of exchange (as determined by Mastercard) applicable on the date the Transaction or withdrawal is debited to your Current Account in accordance with the procedures of the applicable Scheme rules. Accordingly, the date of conversion may not be the date of the Transaction or withdrawal. Exchange rates can fluctuate and they may change between the time a Transaction is made and the time it is deducted from your Current Account. You agree that any change to the exchange rate may be applied immediately and without notice to you. We have no control over when the Transaction or withdrawal will actually be processed by the Scheme.
  - 37.5.3 Non-Euro Transactions will attract additional fees and charges and are charged to your Account as they occur, typically the date the Transaction is posted to your Account. These fees and charges are outlined in our Schedule of Fees and Charges. In addition, some ATM providers in other countries may charge a fee for use of their ATM facilities.

## 38. Card Services

- 38.1 We shall not be responsible or liable for any breakdown, interruption or delay in providing the Card Services, or any other operational or technical problem with any system or service used to process Card transactions. We may, without liability to you, suspend or discontinue Card Services from time to time for such period of time as we deem necessary, including when required to do so to remedy any security problem or comply with any legal requirement.

38.2 Your ability to use or access the Card may occasionally be interrupted, for example if we need to carry out maintenance on our systems or websites. Please contact Card Services to notify us of any problems you are experiencing using your Card and we will try to resolve these as quickly as possible.

### 39. Authorising Transactions

39.1 You will need to give your consent to each transaction so that we can check it is genuine by, where applicable,

- (i) Using your PIN or other Security Credentials; or
- (ii) Signing a sales voucher; or
- (iii) Providing the Card details and/or providing any other details personal to you and/or your Card.

39.2 Once you have given such consent to the transaction, it will be deemed to be authorised.

39.3 Once a transaction has been authorised by you and received by us, it cannot be revoked.

39.4 Certain Retailers may not accept Card payments; we accept no liability for this. It is your responsibility to check the restrictions of each Retailer.

### 40. Keeping Your Card Safe

40.1 When making online transactions you may be required to enter a passcode or other form of valid Security Credentials. Such passcode may be sent to your mobile number we hold on file for you. To complete such a transaction, you will need to enter the passcode provided. You must make sure that we have your current mobile phone number to send notifications because if we do not have a valid mobile phone number for you, you may not be able to use your card for online transactions.

40.2 You must make sure that a Card Transaction including the amount is correct before you enter your PIN or any other Security Credentials.

40.3 We shall send you a PIN by post or SMS for use with your Card. You will need this PIN in order to make cash withdrawals from an ATM and for certain POS transactions.

40.4 If you forget your PIN, you should contact our Card Services team on 01 693 3333 for a PIN reminder, which will be sent to you by SMS or post. You may also request a PIN replacement from our Card Services team, which will be sent to you by SMS or post.

40.5 You must not give your Card or PIN to any other person or allow any other person to use it.

40.6 You are responsible for your Card, PIN, Username and Password and any related security details and must take all possible measures to keep them safe and entirely confidential. Such measures include (but are not limited to):

- (i) Memorising your PIN as soon as you receive it, and destroying the letter or other authorised communication used to transmit it to you;
- (ii) Never writing your PIN or Security Credentials on your Card or on anything you usually keep with your Card;
- (iii) Keeping your PIN and Security Credentials secret at all times for example, by not using your PIN or Security Credentials if anyone else is watching.

40.7 Failure to comply with this clause may affect your ability to claim any losses in the event that we can show that you have intentionally failed to keep the information safe or you have acted fraudulently, with undue delay or with gross negligence. In all other circumstances, your maximum liability is set out in Clause 41.5.

40.8 If you believe that someone else knows your Security Credentials, PIN or Card security details, you must notify us by contacting the credit union office or our Card Services team on 01 693 3333 immediately.

40.9 You may request us to suspend your Card temporarily via Online Services (in some cases) or by contacting our Card Services team. We may do this but you will not be able to use your Card until

the suspension has been lifted as your Transactions will be declined. We will lift such a suspension at your request if it was originally requested by you.

- 40.10 In the event that we suspect or believe that your Card may be subject to any fraud or security threats, we will notify you, having established your identity, by telephone and/or by SMS. It may not always be possible for us to contact you before we suspend or cancel your Card or decline a transaction but we will do our best to do so. This is done for your protection and we are not responsible for any loss or damage that might be caused as a result. If we have to cancel your card due to suspected fraud, we may have to contact third parties such as the Gardaí and pass on any relevant information to them. We will do so only if necessary and you will be required to cooperate with any resulting investigation.
- 40.11 Once your Card has expired or if it is found after you have reported it as lost or stolen you must destroy it by cutting it through the signature, magnetic strip and chip.
- 40.12 Where your Card is faulty due to our error, our liability shall be limited to replacement of the Card.

Important: If you do not comply with the Agreement and someone else finds or knows your PIN or Security Credentials, they could use your Card without your permission. You may be responsible for any loss suffered.

When we say you must destroy your Card, we mean that you must cut your Physical Card through the signature, magnetic strip and chip. It also means that you must deregister or delete all Virtual Cards or digital versions of that Card.

## 41. Termination, Cancellation or Suspension of Your Card

- 41.1 If you have ordered your Card online, you may cancel it free of charge before activating and using it, and up to 14 calendar days after the date of activation (the 'Cancellation Period') by writing to us. This does not apply to replacement Cards where the cancellation period for the original Card has expired.
- 41.2 You may also cancel your Card at any time by contacting us.
- 41.3 Once your Card has been cancelled, it will be your responsibility to destroy it.
- 41.4 You will not be able to use your Card following its Expiry Date, and Part 2 of this Agreement shall no longer apply to you from the Expiry Date unless you are issued with a replacement Card.
- 41.5 In the event that we do suspend or terminate your Card we shall, where lawfully permitted, notify you in advance or as soon as possible afterwards.
- 41.6 If your Current Account is closed, your Card will be automatically cancelled.
- 41.7 We can cancel your Card at any time by giving you at least two months' notice. However, we can cancel or suspend your Card immediately and/or refuse to issue or replace a Card, if:
- (i) You fail to provide the Personal Data necessary for us or the Card Issuer to comply with our respective legal obligations and to fulfil the Agreement;
  - (ii) We have reason to believe that you have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes;
  - (iii) We reasonably suspect that the security of the Card has been compromised;
  - (iv) You use (or allow someone else to use) your Card improperly, illegally or for criminal activity or if we suspect this to be the case; or
  - (v) We must do so to comply with any law, regulation or direction from a relevant authority or Court.
- 41.8 If your Card is being cancelled by you or us, the accountholder must:
- (i) Provide for any payments not yet processed and pay any fees or charges owed to us;
  - (ii) Cancel any payment due to be made to or from the Card; and
  - (iii) Destroy and, if requested by us, return your Card to us.



41.9 A Card must not be used after the Agreement has ended, the Card has expired, been cancelled or suspended, or if the Card has been reported lost, copied, stolen, or its safety has been compromised.

## 42. Loss or Theft of Your Card

42.1 You are responsible for protecting your Card.

42.2 You must contact us without delay by calling Card Services on 01 693 3333 if you know or suspect that a Card is lost, stolen, misappropriated or subject to unauthorised use or that the PIN or any Card-related Security Credentials are known to an unauthorised person or you think that a transaction has been incorrectly executed. We may ask you to provide this information in writing within seven days (or 21 days if you are abroad). You must not use the Card again.

42.3 If our investigations reveal that you authorised a disputed transaction or that you acted fraudulently or that you negligently or with intent breached the terms of the Agreement (for example, by not keeping your Card or PIN safe), you may be liable for any loss we suffer due to use of the Card.

42.4 Once a loss, theft or unauthorised use of your Card is reported, use of the Card shall be blocked to avoid further losses.

42.5 Subject to Clause 42.6, you may only be liable to a maximum of €50 up until the time you inform us that your Card has been lost or stolen unless you have acted fraudulently or with gross negligence. You will not be liable for any losses which occur on your Card after you have informed us that it has been lost or stolen. If you're due a refund for an unauthorised transaction, this refund will be paid no later than the end of the next business day.

42.6 A refund will not be provided if:

- (i) The amount relates to currency exchange fluctuations;
- (ii) You have given your consent to execute the transaction directly to us;
- (iii) Information on the transaction was provided or made available in an agreed manner and you have not informed us within 30 days of such information being provided that the transaction was unauthorised or incorrectly executed; or
- (iv) You request the refund from us later than 8 weeks from the date on which it was debited.

42.7 Replacement Cards will be sent to the most recent address you have provided.

42.8 You agree to cooperate with our agents, any supervisory authority, An Garda Síochána and us if your Card is lost, stolen or if we suspect fraudulent use of the Card.

42.9 In the event that you inform us of an unauthorised or incorrectly executed Transaction without undue delay, and in any event no later than 13 months after the debit date, we will refund the amount no later than the end of the next business day unless we have any reason to believe that the incident may have been caused by a breach of the Agreement, through gross negligence or we have reasonable grounds to suspect fraud.

42.10 In the event that a transaction that was executed within the EEA arrived later than it should have, you may request that we contact the receiving payment institution to ask them to treat it as if it was made on time.

42.11 You will be liable for the full amount of the unauthorised transactions if they were made:

- (i) Because of any fraud or gross negligence by you;
- (ii) The Card was lost or stolen and the PIN or other Security Credentials became available to the finder or thief or someone else had access to the Card;
- (iii) Someone possesses the Card with your consent and uses it or gives it to someone else; or
- (iv) You do not co-operate fully with us or others in any investigation concerning the theft or loss of the Card or any attempt to retrieve it.

### 43. Payment Disputes

- 43.1 If you dispute a transaction that you have authorised and which has been processed on your Card, you should settle this with the Retailer from whom you bought the goods or services. We are not responsible for the goods or services purchased with your Card.
- 43.2 If there is a dispute about your Account or Card, you accept that the records kept by us or on our behalf are sufficient evidence of your Card's use. If a Transaction is made using your Card with the PIN, the Card reader in a Contactless Transaction or your Security Credentials, you agree that we can conclude that the Transaction was made by you.



## PART 3 OVERDRAFT TERMS AND CONDITIONS

### 44. Overdraft Facility and Overdraft Limit

- 44.1 As long as you are aged 18 years or older you may apply for an Overdraft Facility on your Current Account. The approval of an Overdraft Facility on your Account is subject to a credit assessment and is entirely at the discretion of the Credit Union. You may overdraw your Account only if we have granted an Overdraft Facility and to the extent of the agreed Overdraft Limit.
- 44.2 If we approve an Overdraft Facility for you, or agree to change an existing Overdraft Limit, we will write to you confirming the amount of the Overdraft Limit or the new Overdraft Limit and other key terms of the Overdraft Facility which will apply together with the Agreement.
- 44.3 Security, in addition to our right of set-off described in Part 1 of this document, may be required.
- 44.4 Your Overdraft Facility is made available by us in a Letter of Sanction which we send to you. This facility is specific to the Account whose IBAN is specified in the Letter of Sanction.
- 44.5 Your rights and obligations relating to the use of the Overdraft Facility are subject to the Agreement.
- 44.6 The start date of the Overdraft Facility is the date specified in the Letter of Sanction.
- 44.7 Where there is any conflict between the Letter of Sanction and these terms and conditions the Letter of Sanction shall prevail.
- 44.8 Nothing in the Letter of Sanction or the Agreement shall be construed as requiring us to provide any further credit to you and the provision of any further credit shall be solely at our discretion.
- 44.9 You are deemed to have accepted these Terms and Conditions when you first avail of and drawdown the Overdraft Facility and on every subsequent drawdown and renewal of the Overdraft Facility.
- 44.10 You may drawdown the Overdraft Facility up to a maximum of your approved Overdraft Limit on your Account.

### 45. Repayable on Demand

- 45.1 All amounts drawn and outstanding under the Overdraft Facility and all interest and other sums payable or repayable in respect of the Overdraft Facility are repayable on demand.

### 46. Limit Review, Renewal and Cancellation

- 46.1 We may, at our discretion, amend the Overdraft Limit on your Account, subject to giving you prior written notice in accordance with applicable law. Subject to our overriding right to call for repayment on demand or to amend the terms of the Overdraft Facility, any authorised Overdraft Limit will be available until further notice or until any specified review date.
- 46.2 We may at any time, at our own initiative and discretion, reduce the Overdraft Limit by giving you 10 days prior notice in writing of such variation or such other notice as is legally required. On a reduction of your Overdraft Limit any debit balance in excess of the Overdraft Limit will become immediately repayable.
- 46.3 The Overdraft Facility is for a period of 12 months and will be reviewed at the end of that period unless it is reviewed sooner because the operation of your Account is not conforming to this Agreement, or you are otherwise in breach of this Agreement.
- 46.4 The Overdraft Facility is subject to the condition that your Account on which the Overdraft Facility is made available, must operate in credit for a minimum of 30 days (consecutively or otherwise) in any 12-month period after activation of the Overdraft Facility and any subsequent renewal thereof. Failure to achieve the 30 days credit threshold will trigger a review of the Overdraft Facility which may result in a reduction or cancellation of the Overdraft Limit.
- 46.5 Where a member constantly forces credit, with more than three overlimit balances or more than three unpaid items occurring within the term of the Overdraft Facility, this will trigger a review of the Overdraft Facility and the operation of the Account to determine whether or not the Facility should be amended or cancelled.

- 46.6 You may terminate your Overdraft Facility at any time provided your Account is operating in credit.
- 46.7 Subject to applicable law, we may at any time demand full repayment of your overdraft or terminate, restrict or defer any right conferred on you by this Agreement or the Letter of Sanction in relation to your overdraft in any way we consider appropriate. On receipt of a demand for repayment of the overdraft, you must stop making withdrawals on your Account unless the Account has been returned to credit.
- 46.8 In addition to your contractual right to terminate your Overdraft Facility at any time, you also have the right under applicable law to withdraw from your Overdraft Facility within 14 calendar days of receiving the Letter of Sanction. If you withdraw from your Overdraft Facility within the withdrawal period you must repay, within 30 days of dispatching notice to us of your withdrawal, the amount borrowed, if any, with interest to the date of repayment. If you do not exercise your right of withdrawal the terms of your Overdraft Facility will continue to apply.
- 46.9 Security may be required before we grant an Overdraft Facility. Unless we otherwise agree in writing, any security required by us as a condition of agreeing an Overdraft Facility must be provided to our satisfaction before you may use the Overdraft Facility.
- 46.10 If your Account is a Joint Account, the liability of each Joint Accountholder for the Overdraft Facility shall be joint and several and the act of default of either of the Joint Accountholders shall be deemed to be the act or default of both of the Joint Accountholders.
- 46.11 The rate of debit interest we apply to an agreed overdraft will be stated in your Letter of Sanction. If you do not have an agreed Overdraft Limit, the rate of debit interest you are charged on any debit balance will be quoted in your Account Statement and is also available on request.
- 46.12 The interest rate applicable to the Overdraft Facility is a variable rate. We can change the debit interest rate up or down at any time at our discretion. If we change the debit interest rate, we will give you advance notice in writing.

## 47. Warranties and Promises

- 47.1 In connection with any Overdraft Facility, you hereby warrant to us that, on an ongoing basis:
- (i) All information supplied by you to us is true, accurate and complete in all material respects;
  - (ii) You have made full disclosure to us of all information relating to you and your financial affairs as are material or ought to be made known to any lender proposing to provide credit to you;
  - (iii) There are no pending or to the best of your knowledge, information and belief threatened actions or legal proceedings before any court or tribunal against you nor are there any insolvency proceedings pending or threatened against you;
  - (iv) You have not applied for or been subject to a Debt Relief Notice, Debt Settlement Arrangement or Personal Insolvency Arrangement under the Personal Insolvency Act 2012, had any court judgments for debt made against you or have been the subject of any analogous insolvency processes or proceedings in another jurisdiction.
- 47.2 These warranties are deemed to be given on the acceptance of the Letter of Sanction and on each subsequent day until the Overdraft Facility has been cancelled and all debit balances, including fees, charges and interest have been repaid in full by you.
- 47.3 To the extent permitted by law, we may assign or transfer our rights, benefits and/or obligations in relation to the Agreement and we may impart any information concerning you or the Current Account or Overdraft Facility to any actual or proposed assignee or transferee (and you hereby consent in advance to any such novation or transfer). Our successors, assigns and transferees will be able to enforce and proceed upon the Agreement as if a party thereto.
- 47.4 Any notice or demand in respect of the Agreement may be served by us on you by being left at or posted to your address last known to us.

### 48. Credit Reference Agencies

- 48.1 You agree that we may carry out enquiries and provide information to the Central Credit Register, a credit reference agency, in connection with your Account. These enquiries will be conducted when you apply for an Overdraft Facility. Enquiries may also be conducted at the time of any renewal, review or variation of an existing Overdraft Facility and in the event of any breach of any terms and conditions attaching to your Overdraft Facility.

NOTICE: Under the Credit Reporting Act 2013 lenders are required to provide personal and credit information for credit applications and credit agreements of €500 and above to the Central Credit Register. This information will be held on the Central Credit Register and may be used by other lenders when making decisions on your credit applications and credit agreements.

The Central Credit Register is owned and operated by the Central Bank of Ireland.

For more information see [www.centralcreditregister.ie](http://www.centralcreditregister.ie)

