

Regulation 76 Information

The European Union (Payment Services) Regulations 2018 (“the Regulations”)

REGULATION 76 INFORMATION

This is your ‘framework contract’ with us which contains information specified under Regulation 76 of the Regulations to be given to you in relation to the particular account referenced below. It is in addition to any other terms and conditions as may comprise or form part of your Framework Contract with us and are applicable to such account (and/or any payments made or applied on such account) as we may advise you of from time to time.

*This document relates to the Credit Union’s provision of payment services excluding current accounts, the terms of which are separate and available on the Credit Unions website.

Cairde Credit Union Limited is regulated by the Central Bank of Ireland

Contact details:

Central Bank Address: New Wapping Street, North Wall Quay, Dublin 1,

Telephone: +353 1 224 6000 Fax: +353 1 671 6550 Website: www.centralbank.ie

CONTACT DETAILS: CAIRDE CREDIT UNION LIMITED

Address: - Head Office

3-6 Parnell Street,

Dungarvan,

Co. Waterford

X35W578

Telephone: 058- 44088

Email: info@cairdecu.ie

Register Number: 63CU

Sub office details:

Convent Street, Tallow, Co. Waterford

Main Street, Lismore, Co. Waterford

Main Street, Cappoquin, Co. Waterford

Main Street, Kilmacthomas, Co. Waterford

Our Business Days and opening hours are as follows:

Dungarvan: Mon – Tues 9.30am – 12.30pm and 1.30pm – 5.00pm

Wednesday – Closed

Thursday – Friday 9.30am – 12.30pm and 1.30pm – 5.00pm

Saturday 9.30am -12.30pm and 1.30pm – 4.00pm

Lismore and Cappoquin: Monday – Friday 10am – 12.30pm and 1.30pm – 5.00pm

Tallow: Monday – Tuesday 9.30am – 4.00pm

Wednesday 9.30am – 1pm

Thursday – Friday 9.30am – 4.00pm

Kilmacthomas: Friday 10am – 1.30pm and 2pm – 4.00pm

Business days for the purpose of this Regulation are Monday to Friday excluding public holidays and non-bank processing days.

YOUR ACCOUNT

The following is a description of the main characteristics of the account and payment services on the account:

Cairde Credit Union Ltd offers savings accounts to its members with the following capabilities:

- Lodging & Withdrawing funds in and out of your account by Cash, Cheque and (Electronic Fund Transfer) EFT
- Transferring funds internally to other accounts
- Acceptance of funds transferred into a members account by Standing Order, EFT, Direct Debit and Debit Cards
- Option for addition of Current Account and Debit Card service.
- Transferring funds out of a members account on foot of a Standing Order
- One off Electronic Funds Transfer of funds from a members account
- Account Information Services
- Transacting business online

Giving an order for payment from your account:

When you give us an order to make a payment from your account, you will need you to provide us with the details of the beneficiary of the payment (i.e., their account number and sort code, together with any relevant identification details for the payment service provider (**‘PSP’**) with

which they hold their account). Depending on how you place your order with us (i.e., online, in our offices, by telephone etc) we may also need you to verify that order by signature, by use of a password, by use of a PIN or one-time passcode, depending on the type of account that you hold. All of this information, taken together, is known as the ‘**unique identifier**’ that you must give us. In giving us that unique identifier, you will be consenting to our execution of that order for you. You cannot withdraw that consent after you have given it to us.

However, if the order is for a direct debit to be taken from your account, you can revoke that order and your consent by notice to the beneficiary of that direct debit up to close of business on the business day before the funds are to be debited from your account. If the order is for a standing order to be taken from your account, you can revoke that order and your consent by calling into our offices up to close of business on the Business Day before the funds are to be debited from your account. In exceptional cases, we may allow you to withdraw your consent after the times specified above, but our specific agreement will be required, and we will not be obliged to do this.

Cairde Credit Union now offers SEPA Instant Credit Transfers (SCT Inst), allowing members to make euro-denominated payments within 10 seconds across SEPA-participating financial institutions. These transactions can be executed 24/7/365, including weekends and holidays. To use SEPA Instant, members must provide the recipient’s IBAN and confirm transaction authorisation through online channels or in-office verification. We will notify you when an outgoing SEPA Instant Credit Transfer has been processed, indicating whether or not it was successful. If we do not receive confirmation within 10 seconds that the payment was successful, we will restore your Account to the state it would have been in had the transaction not taken place. If we subsequently receive confirmation that the transaction was actually successful, and the payment has been made, we reserve the right to debit your account and make any other necessary adjustments.

Cut-off times: When we are given an order in relation to a payment on your account, we must be given that order before 3.30pm on one of our Business Days. If we are given that order after that time, we will be deemed to have received that order on our next following Business Day. If we agree with you that an order is to be executed on a particular Business Day, then we will be deemed to have received that order on that particular Business Day. While standard SEPA credit transfers must be initiated before 12.00pm on a business day for same-day processing, SEPA Instant credit transfers do not have cut-off times and are processed immediately.

Execution times: We confirm that we have up to the end of the first Business Day following the date of deemed receipt under 2 above to so credit that amount. If the order is initiated by paper, we will have an extra Business Day to do this.

• **Standard SEPA Credit Transfer:** Funds are credited to the beneficiary’s Payment Service Provider (PSP) by the end of the next business day.

• **SEPA Instant Credit Transfer:** Transactions are completed within 10 seconds, ensuring real-time payment availability.

Spending limits and payment instruments: If we give you a payment instrument on your account (i.e., a card with a PIN number, or use of online banking with a username, password, and one-time passcode etc.) you may separately agree spending limits with us for use of a particular payment instrument.

If we give you such a payment instrument for your account, you must, as soon as you receive it, take all reasonable steps to keep personalised security credentials safe including not disclosing your PIN, Password, or one-time passcode to anyone and always keeping these details safe and secure. If the payment instrument is lost, stolen, misappropriated or used in an unauthorised manner, you should notify us by contacting our main office in Cairde Credit Union on 058-44088, on any of our business days. We reserve the right to block your use of a payment instrument for any of the following reasons:

- the security of the payment instrument.
- if we suspect that it is, or has been, used in an unauthorised or fraudulent manner.
- (if the payment instrument relates to the provision by us of credit to you) a significantly increased risk that you may be unable to fulfil your obligations to pay.
- and our legal or regulatory obligations, including our national or European Union obligations.

If we block your use of a payment instrument, we will tell you about it (and the reasons for it) by telephone or in writing unless giving you that information would compromise our security or would be prohibited by law. You may request that we unblock the payment instrument, and we will do so, or replace the payment instrument, once the reason for blocking no longer exists.

Subject to any other applicable limits, you can set your own personal transaction limit for SEPA Instant credit transfers through online channels or in-office service requests. If you give us an order for a SEPA Instant credit transfer that exceeds the limit set by you it will be rejected. Any SEPA Instant credit transfer transaction limit set by you can be changed at any time through online channels or in-office service requests.

Charges: We only levy a limited number of charges in connection with the accounts that we offer. These charges are incorporated by reference into this Framework Contract.

Interest rates: If an interest rate applies to your account, you are told this when you open your account, and that interest rate is incorporated by reference into this Framework Contract. You can obtain confirmation of that interest rate by contacting us as set out on page 1 above.

Exchange rates: If any payment on your account (including a withdrawal by you from your account) involves a currency conversion being made by us, we will use a reference exchange rate, by our exchange rate provider, FEXCO (the ‘reference exchange rate’). The reference exchange rate will change daily, and this is the basis on which we will calculate the actual exchange rate. On the date on which we effect the currency conversion, we will take the reference exchange rate that applies on that date, add a fixed amount of commission and the total will equal the actual exchange rate that is used by us in the currency conversion. You can find out changes to the reference exchange rate by contacting us as set out on page 1 above.

Giving you information: If we need to communicate with you, give you information or notice of any matters relating to this Framework Contract, we will do so in writing or by notice on our website or in our public office. Such information or notice will be given to you promptly upon the requirement to do so arising. You may request that we provide or make available to your certain information (prescribed by law) relating to individual payment transactions executed on your account at least once a month and free of charge, in a manner that allows you to store and reproduce the information unchanged.

Copy Framework Contract: For as long as you hold this account with us, you have the right to receive, at any time and on request by you, a copy of this Framework Contract on paper or, if possible, by secure email.

Payment Errors and Unauthorised transactions: If you become aware of a transaction on your account that is unauthorised or incorrectly executed, or if your payment instrument is lost, stolen or misappropriated, you must tell us without undue delay and, in any event, within thirteen months of such a transaction being debited from your account. You will be entitled to rectification from us if that transaction was unauthorised or incorrectly executed. If the transaction was unauthorised, we will refund the amount of it to you and, if necessary, restore your account to the state that it would have been in if the unauthorised transaction had not taken place PROVIDED THAT:

you will bear the loss of an unauthorised transaction on your account, up to a total of €50, if the unauthorised transaction resulted from the use of a lost, stolen or misappropriated payment instrument unless:

- (i) the loss, theft or misappropriation was not detectable to you prior to the payment, and you have not acted fraudulently, or
- (ii) the loss was caused by actions or lack of action by us or any of our employees, agents or third parties acting on our behalf. you will bear all losses relating to an unauthorised transaction on your account if you incurred those losses by acting fraudulently or by failing, intentionally or with gross negligence, or if you failed to take all reasonable steps to keep the payment instrument and personalised security

credentials safe, to use the payment instrument in accordance with any terms that we tell you are applicable to it, and to notify us without undue delay of it being lost, stolen, misappropriated or used in an unauthorised manner;

- (iii) so long as you have not acted fraudulently you will not bear any financial consequences resulting from the use of a lost, stolen, or misappropriated payment instrument once you have notified us in accordance with this Framework Contract that it has been lost, stolen or misappropriated. If we have not required strong customer authentication, in accordance with applicable legal or regulatory standards, you will not bear any financial losses unless you have acted fraudulently.

Refunds of direct debits: If a direct debit is taken from your account but:

- (i) your direct debit authorisation did not specify the exact amount of the payment; and
- (ii) the amount of the payment exceeded the amount you could reasonably have expected considering your previous spending patterns, this Regulation 76 Framework Contract and other relevant circumstances; and
- (iii) you give us such factual information as we may require; and
- (iv) you did not give us consent in advance to the direct debit being taken from your account; and
- (v) neither we nor the beneficiary of the direct debit made information available to you about the transaction at least four weeks before the debit date,

then you may request a refund from us of that direct debit for an eight-week period following the debit date. We will then have ten Business Days to refund you or give you reasons for our refusal to refund you and that your right to refer the matter to the FSO, see clause 17 below for further details.

Unique identifier: To process a SEPA Credit Transfer or SEPA Instant Credit Transfer, you must provide the recipient's **International Bank Account Number (IBAN)**. This is the unique identifier required to ensure the correct execution of the payment. If an incorrect IBAN is provided, the transaction may be rejected or misdirected, and recovery efforts will follow standard non-execution procedures.

If you give us an order to make a payment from your account and we execute it in accordance with the correct unique identifier, we will be taken to have executed it correctly as regards the beneficiary of that order. If you give us an incorrect unique identifier, we will not be liable for the non-execution, or defective execution, of the order. We will, however, make reasonable efforts to recover the funds involved.

Our liability if you make a payment out of your account: If you give us an order to make a payment from your account, we are liable to you for its correct execution unless we can prove to you (and if necessary to the beneficiary's PSP) that the beneficiary's PSP received the payment. If we are so liable to you for a defective or incorrectly executed order, we will refund the amount of it to you and, if applicable, restore your account to the state that it would have been in if the defective or incorrect transaction had not taken place. Irrespective of whether

we are liable to you or not in these circumstances, we will try to trace the transaction and notify you of the outcome. If we refuse to execute a payment transaction, we will provide the reasons to you and the procedure for correcting any factual mistakes that may have led to the refusal unless prohibited by law or regulatory requirements.

Our liability if you receive a payment into your account: If the payer's PSP can prove that we received the payment for you, then we will be liable to you. If we are liable to you, we will immediately place the amount of the transaction at your disposal and credit the amount to your account. If you have arranged for a direct debit to be paid into your account, we will be liable to transmit that order to the payer's PSP. We will ensure that the amount of the transaction is at your disposal immediately after it is credited to our account. If we are not liable as set out above, the payer's PSP will be liable to the payer for the transaction. Regardless of whether we are liable or not, we will immediately try to trace the transaction and notify you of the outcome.

If a SEPA Instant Credit Transfer is received into a member's account, Credit Union will ensure that funds are immediately credited and available for use, in accordance with **EU Regulation 2021/1230**. If there are any delays due to system outages or security checks, the Credit Union will notify the affected member immediately.

Security and Fraud Prevention Measures

Due to the **irreversible nature** of SEPA Instant Credit Transfers, Cairde Credit Union has implemented enhanced fraud detection and monitoring measures. Members are encouraged to verify recipient details before initiating a SEPA Instant Credit Transfer, as unauthorized transactions may not be recoverable.

When making a SEPA Credit Transfer or SEPA Instant Credit Transfer you may be asked to verify the unique identifier and beneficiary details provided. This is known as Verification of Payee, and it is important that you check the response provided by the PSP of the beneficiary. If you tell us to proceed with a payment following the Verification of Payee response, we will rely on the details provided by you and will have no liability to you if the details provided were incorrect.

If the Verification of Payee service is not available when it should be or if it incorrectly indicates a match resulting in the incorrect execution of the transaction, we will refund you and restore your account to the state it would have been in if the transaction not taken place.

For further details regarding SEPA Instant Credit Transfers and compliance with **PSD2 and SEPA Scheme Rules**, members can contact our support team or visit the Credit Union's website.

Duration, changes and termination: Your contract with us, as detailed in this Framework Contract, is of indefinite duration.

If we want to change any part of the information provided herein which is required by Regulation 76, we will give you at least two months' written notice of the proposed change where required by law to do so. If you do not notify us within that two-month period that you do not accept the proposed change, you will be deemed to have accepted it. If you do not want to accept the proposed change, you must notify us in writing, and you will be allowed to terminate your contract with us in relation to the account to which this Framework Contract relates immediately and without charge before the end of that two-month period. If we change an interest rate or an exchange rate in a way that is more favourable to you, we have the right to apply that change immediately and write to you soon afterwards confirming that change. We can change an exchange rate immediately and without notice if that change is based upon the reference exchange rate agreed in this Framework Contract. There are certain circumstances where we may give you shorter notice than two months or where we will not tell you about changes or tell you about changes after we make them. This may happen where:

- (i) the change is in your favour (e.g. where we reduce fees and charges on your Account or change an interest or exchange rate in your favour);
- (ii) the change is required under law or regulation by a particular date, and there is not enough time to give you the usual notice;
- (iii) the change is to introduce a new product or service that you can use in relation to your Account;
- (iv) the change has no impact on the operation of your Account (for example, we make a change to a term we use to describe something in this Agreement); or
- (v) the change relates to certain benefits that may apply to your Account that are subject to eligibility criteria and their own terms and conditions.

You may terminate your contract with us in relation to the account to which this Framework Contract relates on one month's notice in writing. We may terminate our contract with you in relation to the account to which this Framework Contract relates on giving you two months' notice in writing.

Governing law and language: This Framework Contract shall be governed by and construed in accordance with the laws of Ireland, and all communication between us and you during our contractual relationship shall be conducted in English.

Redress: If you have a complaint in relation to the matters governed by this Framework Contract you can write to us, and we will deal with your complaint in accordance with our obligations under the Regulations. If you are not satisfied with the outcome of this internal process, you may refer your complaint to the Financial Services Ombudsman. Contact details are as follows: Financial Services and Pensions Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 D02 VH29. Tel. (01) 567 7000 E-mail: info@fspo.ie

Data Protection: We must process certain personal data relating to you for the purpose of providing these payment services under this Framework Contract. Our lawful basis is the “processing is necessary for the performance of a contract” (Article 6 (1)(b) GDPR). For further information on how we fulfil our obligations as a Data Controller please see our Privacy Policy be going to www.cairdecu.ie