

## European Union (Payment Services) Regulations 2018 (the “Regulations)

This is your ‘Framework Contract’ with us in relation to the particular payment account referenced below and for the purposes of the Regulations.

Naomh Breandáin Credit Union Limited is regulated by the Central Bank of Ireland.

Contact details for the Central Bank of Ireland are:

Address: New Wapping Street  
North Wall Quay  
Dublin 1  
Telephone: +353 1 224 6000  
Fax: +353 1 671 5550  
Website: [www.centralbank.ie](http://www.centralbank.ie)

### CONTACT DETAILS FOR NAOMH BREANDÁIN CREDIT UNION LIMITED

Address: Dunkellin Street, Loughrea, Co. Galway H62 HE02

Telephone: 091 841773  
Email: [info@naomhbreandancu.ie](mailto:info@naomhbreandancu.ie)  
Website: <https://naomhbreandancu.ie/>  
Register Number: 135CU

Our Business Days are as follows: **Tuesday to Friday 10:00a.m. to 16.30 pm**  
**Sat 10:00 am to 16.00 pm**

### YOUR ACCOUNT

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

Naomh Breandáin Credit Union Limited offers savings and loans to its members through accounts with the following capabilities:

1. Lodging and withdrawing of funds;
2. Transferring funds internally to other accounts;
3. Transferring funds externally via direct credit/electronic fund transfer either on a once off or a scheduled basis;
4. Accepting of inward payments via standing order/direct credit;
5. Acceptance of funds transferred into a members account by Debit Card
6. Direct debits inwards / outwards; and,
7. Online banking via mobile bank application (available on apple app store or google play store), or via web portal. Members must register for this service. The services available include viewing access, internal transfers between member credit union accounts, SEPA Credit transfers, SEPA Instant pay, payee management

1. **Giving an order for payment from your account:** When you give us an order to make a payment from your account, we will need you to provide us with the details of the beneficiary of the payment (i.e., their BIC and IBAN, 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, or by use of a PIN, 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.

Naomh Breandan 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.

2. **Cut-off times:** When we are given an order in relation to a payment on your account, we must be given that order before 11 am 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 11am on a business day for same-day processing, SEPA Instant credit transfers do not have cut-off times and are processed immediately.

3. **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.

4. **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 password 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 the following:

- 4.1 do not write your online PIN down or carry it with your membership book,

- 4.2 do not disclose your PIN to anyone,

- 4.3 never disclose your PIN over the telephone,

- 4.4 keep our telephone number to hand for reporting suspicious account activity.

If you do not protect your payment card or PIN, or you give them to someone else, you may be held liable for unauthorised transactions. If the payment instrument is lost, stolen, misappropriated, or used in an unauthorised manner, you should take the following action:

For Current Account Debit Card - notify us by telephoning 01-693 3333 (24/7 service)

We reserve the right to block your use of a payment instrument for any of the following reasons:

- (a) the security of the payment instrument.

- (b) the suspicion of unauthorised or fraudulent use of the payment instrument.

- (c) (if the payment instrument is connected with the provision by us of credit to you) a significantly increased risk that you may be unable to fulfil your liability to pay; and

- (d) our legal or regulatory obligations, including our national or European Union obligations.

If we block your use of a payment instrument, we will inform you about it (and the reasons for it) by telephone, failing this we will notify you in writing where possible prior to the blocking of the payment instrument and at the latest after it is blocked 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.

5. **Charges:** We only levy a limited number of charges in connection with the accounts that we offer. Details are available upon request from our offices.
6. **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.
7. **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 provided by FEXCO (the 'reference exchange rate'). The reference exchange rate will change daily in accordance with the rate we receive from FEXCO 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 commission (see below) and the total will be the actual exchange rate that is used by us in the currency conversion. You can find out the daily changes to the reference exchange rate by contacting us as set out on page 1 above. The daily rates are also displayed in the outer office area.

**Schedule of Approved Commissions (approved by Central Bank of Ireland)**

Transaction Type	Approved Amount		
	%	Minimum	Maximum
Buy Foreign Note	2%	€1.50	€15.00
Sell Foreign Note	1%	€1.00	€15.00
Buy Foreign Cheque / Travellers Cheque	2%	€1.50	€15.00

Please note that the commission charged on a single transaction should not exceed the commission rates and amounts stated above. However, the commission charged on a single transaction may be less than the commission rates and amounts stated above.

SEPA Instant transactions are processed in EUR only. If a cross-currency transfer is required, it will be processed using standard SEPA credit transfer rules, subject to applicable exchange rates and conversion times.

8. **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 our newsletter, by email, SMS, Facebook, on our website, included in the Annual General Meeting notification or posted on the notice board in the office unless we state otherwise herein. 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 you, 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.
9. **Copy Framework Contract (Regulation 76 Information):** 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.
10. **Unauthorised transactions:** If you become aware of a transaction on your account that is unauthorised or incorrectly executed, 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**

a) you will bear the loss of an unauthorised transaction on your account, 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.

b) 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 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;

c) 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.

d) if we have not, in accordance with applicable legal or regulatory standards applicable to us, required strong customer authentication for any transaction to which you are party as the payer, you will not bear any financial losses relating to any such transaction which is unauthorised unless you have acted fraudulently

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

- (a) your direct debit authorisation did not specify the exact amount of the payment; and
- (b) the amount of the payment exceeded the amount you could reasonably have expected taking into account your previous spending patterns, this Framework Contract and other relevant circumstances; and
- (c) you give us such factual information as we may require; and
- (d) you did not give us consent in advance to the direct debit being taken from your account; and
- (e) 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 inform you of your right to refer the matter to the Financial Services Ombudsman. See clause 17 below for further details.

12. **Unique identifier:** To process a SEPA Credit Transfer or SEPA Instant Credit Transfer, you must provide the recipients 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 IBAN provided by you, we will be taken to have executed it correctly as regards the beneficiary of that order. If you give us an incorrect IBAN, 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.

13. **Our liability if you make a payment out of your account:** If you give us an order to make a payment from your account, via SEPA Credit Transfer or Sepa Instant, 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.

14. **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, Naomh Breandáin 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.

- 15. Security and Fraud Prevention Measures:** Due to the **irreversible nature** of SEPA Instant Credit Transfers, Naomh Breandáin 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.

- 16. 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.

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:

- (a) 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);
- (b) the change is required under law or regulation by a particular date, and there is not enough time to give you the usual notice;
- (c) the change is to introduce a new product or service that you can use in relation to your Account;
- (d) 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
- (e) the change relates to certain benefits that may apply to your Account that are subject to eligibility criteria and their own terms and conditions.

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. 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.

- 17 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.
- 18 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 the internal process, you may refer your complaint to the Financial Services and Pensions Ombudsman. Contact details are as follows: Financial Services and Pensions Ombudsman Bureau, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Tel. (01) 567 7000, E-mail: [info@fspo.ie](mailto:info@fspo.ie).
- 19 Consent:** By maintaining and/or carrying out transactions on this account, you consent to us accessing, processing and retaining personal data necessary for the provision of these payment services. By ticking this box and returning one copy of this Framework Contract to us at the address stated above, you provide such consent.

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