

**First Choice Credit Union Limited**

**Member Account Terms & Conditions**

December 2019

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## Section A – Account Terms & Conditions

This **Section A** sets out the Account Terms & Conditions which applies to all Accounts which you hold with us. Additional terms and conditions may also apply in respect of the type of Account you hold with us except (unless otherwise stated in this Agreement) a Current Account.

### 1. Definitions & Interpretation

1.1 In these Terms & Conditions, the following terms shall have the meanings assigned to them below:

**Access Code** means any personal identification number, access code or other personalised security features or procedures issued to or used by you in connection with the Account, the Online Account Service and /or any payment card or other payment instrument issued in respect of the Account;

**Account** means any account (whether a share or a non-fixed term deposit account) in your name (whether solely or jointly) that you hold with us except (unless otherwise stated in this Agreement) a Current Account;

**Account Number** means up to a six (6) digit number created and issued by us to identify internally an account held with us in the name of one or more individual member(s) of First Choice Credit Union;

**Account Statement** means a statement for your Account as issued to you which contains such information particulars regarding your Account as provided for under Clause 6.3 of these Account Terms & Conditions;

**Account Terms & Conditions** means the terms & conditions set out in this Section A;

**Acts** means the Credit Union Acts 1997 to 2012;

**Agreement** means the terms and conditions set out in Sections A to D hereof, the Online Account Service Terms of Use, any signing instructions given by you in respect of your Account and any other agreement or terms and conditions relating to your Account or which may be incorporated into the Agreement from time to time;

**Bank** means any bank or credit institution,

credit union, payment institution, electronic money institution or other payment service provider;

**Business Day** means a day on which banks in Ireland are generally open for business as required for the execution of Transactions other than a Saturday, Sunday, Public Holiday or 1<sup>st</sup> May of each year;

**BIC** means a valid Bank Identification Code;

**First Choice Credit Union, we, us and our** each mean First Choice Credit Union Limited;

**Cleared** shall have the meaning assigned to that term in Clause 9.12 of these Account Terms & Conditions; and cognate terms such as “**Clear**” and “**Uncleared**” shall be construed accordingly;

**Current Account** means any personal current account that you hold in your name (whether solely or jointly) with us, and through which account daily payment Transactions may be made or conducted;

**Cut-Off Time** means the latest time by which Payment Orders must be received on each Business Day in order to be processed on such Business Day;

**Common Bond** means the common bond of First Choice Credit Union as determined in accordance with the Acts and the Rules;

**Daily Limit** means the maximum aggregate daily limit (if any) applicable to Transactions on your Account as referred to in Clause 8.9 of these Account Terms & Conditions;

**Data Protection Acts** means the Data Protection Acts 1988 to 2018 inclusive and any statutory regulations made thereunder;

**Data Protection Regulation** means Regulation (EU) 2016/679 of the European Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

**Deposit Guarantee Scheme** means the

deposit guarantee protection scheme in Ireland administered by the Central Bank of Ireland under regulations implementing Directive 2014/49/EU of 16th April 2014 as such scheme relates to and covers (inter alia) 'eligible deposits' held with credit unions;

**DIRT** means Deposit Interest Retention Tax;

**EPC** means the European Payments Council;

**Fees & Interest Schedule** means the document entitled "*Schedule of Fees, Charges & Interest*" published by us and as updated or amended from time to time, which is available upon request from any of our Offices (if any);

**IBAN** means a valid International Bank Account Number;

**Ireland** means the Republic of Ireland;

**Joint Account** means an Account held in the name of two or more persons with us;

**Joint Account Holders** means the persons in whose name a Joint Account is held;

**Member** means a member for the time being of First Choice Credit Union, and **Membership** shall be construed accordingly;

**Non-Business Day** means any day other than a Business Day;

**Office** means an office of First Choice Credit Union, details of which are set out in Clause 22.1;

**Online Account Services** means the computerised online system provided by First Choice Credit Union to enable you to access your Account, to give Payment Orders and to use such other services as we may make available from time to time through that system;

**Online Account Service Terms of Use** means the Terms of Use which apply for the time being in respect of the Online Account Service published by us and as updated or amended from time to time, a copy of which is available upon request from any of our Offices;

**Opening Hours** means in respect of any Office, the opening hours during which such Office shall be open to Members as set out in Clause 23.1 of these Account Terms & Conditions;

**Paper Items** means cheques, bank drafts and other negotiable or non-negotiable paper payment items drawn on a Bank and which are recognised or effective in law and which are in a form acceptable to us;

**Passbook** means a book or written statement issued or made available to you in respect of your Account in accordance with the Rules for the purposes of recording Transactions carried out on your Account;

**Payer** means the person who makes or authorises a Transaction;

**Payee** means the person who is the intended recipient of a Transaction;

**Payment Order** means an instruction requesting the execution of a Transaction;

**Personal Data** means the personal data (as such terms is defined in Article 4(1) of the Data Protection Regulation) which we hold in relation to a Member (as an individual) arising from the provision to such Member, and that Member's use, of an Account as well as any Passbook and payment card issued to that Member relating to such Account;

**Privacy Notice** means the privacy policy document published on our web site or otherwise made available to our Members, and which sets out our policy as to the use and processing of Personal Data;

**Rules** means the Rules of First Choice Credit Union as updated or amended from time to time;

**Share** means a share of €1.00 in First Choice Credit Union;

**Transaction** means (as applicable) any act, initiated by the Payer or the Payee, of placing on or transferring or withdrawing funds from your Account, which shall include without limitation any lodgement, Credit Transfer, Direct Debit or Standing Order;

**you and your(s)** means the person or persons in whose name(s) an Account or Joint Account (as applicable) is held, and shall include any person who has been authorised by you to issue Payment Orders, receive information or to otherwise act on your behalf in relation to your Account;

**Payment Order** means an instruction requesting

the execution of a Transaction;

**Personal Data** means the personal data (as such terms is defined in Article 4(1) of the Data Protection Regulation) which we hold in relation to a Member (as an individual) arising from the provision to such Member, and that Member's use, of an Account as well as any Passbook and payment card issued to that Member relating to such Account;

**Privacy Notice** means the privacy policy document published on our web site or otherwise made available to our Members, and which sets out our policy as to the use and processing of Personal Data;

**Rules** means the Rules of First Choice Credit Union as updated or amended from time to time;

**Share** means a share of €1.00 in First Choice Credit Union;

**Transaction** means (as applicable) any act, initiated by the Payer or the Payee, of placing on or transferring or withdrawing funds from your Account, which shall include without limitation any lodgement, Credit Transfer, Direct Debit or Standing Order; and

**you** and **your(s)** means the person or persons in whose name(s) an Account or Joint Account (as applicable) is held, and shall include any person who has been authorised by you to issue Payment Orders, receive information or to otherwise act on your behalf in relation to your Account.

1.2 In these Account Terms & Conditions:

1.2.1 the masculine shall import the feminine and vice versa;

1.2.2 the singular shall include the plural and vice versa;

1.2.3 references to a person shall include both legal and natural persons;

1.2.4 references to any statute, regulation or other form of legislation shall be taken as a reference to it as it may be amended, varied or replaced from time to time; and

1.2.5 the headings are used only for ease of reference, and shall not be used in interpreting these Account Terms & Conditions.

## 2. Membership

All matters in relation to applications and qualifications for and/or cesser of Membership in First Choice Credit Union, as well as the exercise of any voting rights or of rights of Membership, shall be determined in accordance with the Rules

## 3. Account Opening

3.1 Only such person(s) who has/have been admitted as a Member shall be entitled to open an Account.

3.2 An Account may be opened in your name by completing the appropriate application form for the Account type concerned.

3.3 You will be required to provide us with such documentation and identification as we may reasonably require to enable us to comply with our customer due diligence obligations under applicable anti-money laundering, payments and taxation legislation before opening and using your Account.

3.4 If your Account (or the balance on such Account) is one which constitutes an 'eligible deposit' under the Deposit Guarantee Scheme, then at the time of your opening such Account and annually thereafter we will provide or make available to you information on such scheme in the form of a '*Depositor Information Sheet*'. You will be required at the time of opening of such Account to provide us with a signed acknowledgment of receipt of such *Depositor Information Sheet*'.

## 4. Operating your Account

4.1 You are required to maintain a credit balance on your Account at all times.

4.2 You must ensure that there are sufficient Cleared and available funds in your Account to pay or discharge all Transactions, interest, fees and charges which are payable from or due on your Account.

4.3 You authorise us to accept and act on any Payment Orders issued or authorised by you in relation to the Account. Subject to and in accordance with the requirements of the

Agreement, Payment Orders may be given to us:

- in person at any of our Offices (during the Opening Hours of the applicable Office);
- through the Online Account Service;
- by post;

or in such other manner as we may inform you of from time to time.

- 4.4 You are solely responsible for ensuring the accuracy and completeness of all Payment Orders which you give to us. We shall have no liability or responsibility whatsoever for any delay, errors, non-execution or incorrect execution of or affecting any Transaction which resulted from any incompleteness, inaccuracy or error in or relating to any Payment Order given to us.
- 4.5 We may sometimes contact you by telephone or in writing to seek confirmation of any Payment Orders received from you otherwise than in person or in writing, but we shall not be obliged to do so on any particular occasion no matter how many times we have done so in the past.
- 4.6 You may authorise us to provide information to, and accept Payment Orders and other instructions in relation to your Account from, nominated third parties by notice in writing. We are entitled to accept and act upon all such Payment Orders and other instructions received from such nominated third parties until such time as we receive written revocation of such authorisation. We shall be entitled to give effect to any Payment Orders or other instructions from such nominated third parties which were received by us prior to our receipt of your written revocation unless you specifically instruct us otherwise and provide us with details of the particular Payment Orders or other instructions to be refused.
- 4.7 We may require you, or any other person duly nominated by you in relation to the Account in accordance with Clause 4.6 of these Account Terms & Conditions, to provide us with appropriate proof of

identity before accepting any Payment Orders or giving out any information, in relation to the Account.

- 4.8 In the event that any amount is incorrectly credited to or made available on your Account (including in respect of any Paper Item lodged to your Account which has not Cleared) we shall be entitled to debit such amount from and make any other corrective entries required to your Account without notice to you.
- 4.9 You are liable for the repayment to us of any debt which is owing on or in relation to your Account.
- 4.10 No withdrawal may be made from your Account at a time when you have any outstanding liability to First Choice Credit Union (including any contingent liability) unless permitted in accordance with the requirements of the Rules and the Acts.
- 4.11 Where you hold more than one Account with us, we shall be entitled without notice to set off balances between each and every such Account to satisfy all and any sums owing by you to us.
- 5. No Overdraft**
- 5.1 No overdraft facilities shall be provided or available on your Account. No payment through your Account will be permitted or processed if it would cause or result in your Account to become overdrawn.
- 5.2 The amount of any overdraft on your Account together with interest thereon (as applicable) shall, unless otherwise discharged, be payable by you upon demand being made by us in writing.
- 6. Passbooks & Account Information**
- 6.1 The issue of a Passbook in respect of your Account (including the issue of any duplicate or replacement Passbook) shall be carried out in accordance with the Rules.
- 6.2 Information on the current balance on your account, as well as the information specified in Clause 6.5 of these Account Terms & Conditions in relation to individual Transactions executed on your Account, shall be made available to you via the Online

Account Service or in any of our Offices.

6.3 A statement for your Account shall be issued to you whether by post, online or in person at any of our Offices and for such period (whether on a monthly, quarterly, bi-annual or annual or other periodic basis) as may be determined by us from time to time. Each statement shall include the following information in respect of your Account:

- (as applicable) a statement that your Account (or the balance on such Account) is one which constitutes an 'eligible deposit' under the Deposit Guarantee Scheme;
- the balance on your Account as at close of business on 30th September in the year concerned;
- any fees or charges applied to your Account during the period covered by the statement; and
- the information specified in Clause 6.5 of these Account Terms & Conditions in relation to individual Transactions executed on your Account during the period covered by the statement.

6.4 No Account Statement shall be required to be issued for or in respect of any period in which there have been no Transactions on your Account or where the information to be included in such Account Statement is available to you through the Online Account Service. You can request us at any time (not more than once in any three month period) to issue you by post a paper copy of your latest Account Statement.

6.5 Each Account Statement issued to you shall specify (as applicable) the following information in respect of each Transaction on the Account within the period concerned covered by the statement:

- the amount of the Transaction;
- a reference enabling the Transaction to be identified;
- the value date of the Transaction;
- the amount of any fees or charges

payable in relation to the Transaction; and

- the person paying out or receiving (as applicable) the monies on behalf of First Choice Credit Union.

6.6 All or any of the information specified in Clause 6.5 of these Account Terms & Conditions, as well as the update balance on your Account, may also be recorded in a receipt issued to you at the time of your giving a Payment Order in any of our Offices in relation to the Transaction concerned (which receipt shall constitute due notice to you of particulars of the Transaction(s) listed therein).

6.7 Any Account Statement issued by us to you will be sent to the postal address which you have provided to us or made available to you online. In the event that you change your postal address, you should immediately notify us of your new address in writing. You are required to verify any change in your postal address by providing us with a current utility bill in your name for your new address.

6.8 You should ensure that you review any Account Statement issued by us to you as soon as practicable after receipt to ensure that there have been no unauthorised Transactions. We may not accept any liability for unauthorised Transactions where you fail to do so.

## **7. Fees & Charges**

7.1 The fees and charges (if any) payable by you in respect of the operation of your Account and/or any Transactions to or from your Account are set out in the Fees & Interest Schedule (if any).

7.2 Any changes to the Fees & Interest Schedule shall be made in accordance with Clause 14 of these Account Terms & Conditions.

7.3 We shall be entitled to debit all fees and charges payable by you in respect of your Account and/or any Transactions to or from your Account on the date or dates we select. We shall be entitled to do so, even if this would cause your Account to become overdrawn or increase the amount of any overdraft on your Account (as applicable). You hereby agree and consent to us debiting your Account for all such fees and charges payable by you.

7.4 The amount of any fees or charges in respect of any Transaction which are to be paid into your Account may be deducted before crediting the amount of such Transaction to your Account. Alternatively, we may debit the amount of any such fees or charges to your Account on a separate basis after the amount of any such Transaction has been credited to your Account.

## **8. Transactions on Your Account**

8.1 You may submit a Payment Order in any manner provided for under the Agreement. The receipt of a completed Payment Order shall constitute your consent to the execution of all Transactions specified in the Payment Order.

8.2 Payment Orders which are received by us on a non-Business Day shall be deemed to have been received by us on the next Business Day.

8.3 Payment Orders may only be sent by post where they are accompanied by a completed Payment Order Form or letter and addressed to our Castlebar Office. Payment Orders may not be given to us by telephone or email and none such shall be accepted by us.

8.4 To submit Payment Orders via post or email, you must have registered your telephone number with us to enable us to contact you to confirm your instructions and carry out the requisite verification. We reserve the right not to execute Payment Orders until such time as we have made contact with you in accordance with this Clause 8.4.

8.5 The Cut-Off Time for receipt of Payment Orders shall be 3.30pm on each Business Day, unless otherwise stated in respect of a particular Transaction type. Payment Orders which are received after the applicable Cut-Off Time for the Transaction type concerned shall be deemed to be received by us on the next Business Day.

8.6 Payment Orders requesting the execution of any Transaction on your Account on a future dated basis shall be deemed to have been received by us on the Transaction execution date specified therein.

8.7 Instructions to execute any Transaction from your Account shall be processed on the Business Day on which we are deemed to have received the related Payment Order. We shall ensure that the amount of the Transaction shall be credited to the Bank of the Payee of the Transaction (as specified in the Payment Order received by us) by the end of the following Business Day. An extra Business Day may be required to process paper initiated Transactions however.

8.8 Save unless otherwise provided herein, only Transactions which are to be denominated or Executed in Euro may be executed on your Account.

8.9 We shall credit the amount of any Transactions made to your Account on the Business Day on which it is received, provided that the applicable Cut-Off Time for the Transaction type concerned has not passed. Where the amount of the Transaction is received on a Non-Business Day or after the applicable Cut-off Time has passed, the amount of the Transaction shall be credited to your Account on the next Business Day.

8.10 Unless we advise you otherwise, your Account will be subject to such maximum aggregate daily limit as is specified on our website from time to time in relation to withdrawals or other Transaction(s) executed or paid from your Account on any given Banking Day. No Transaction may be executed or carried out which would cause this limit to be exceeded without our prior agreement or approval (which shall be given at our absolute discretion).

8.11 We may refuse to execute any Transaction payable from your Account if:

- any underlying or associated Payment Order given to us is incomplete, inaccurate, contradictory or is not made in accordance with the requirements of the Agreement;
- we do not receive any confirmation required for the purposes of Clause 4.5, or the identification particulars required for the purposes of Clause 4.7, of these Account Terms & Conditions;

- the amount of such Transaction is greater than the amount of the Cleared and available funds on your Account;
- to do so would cause the Daily Limit to be exceeded;
- to do so would (in our reasonable opinion) cause us, or would likely to cause us, to be in breach of any legal, statutory or regulatory obligation to which we are subject;
- any of the circumstances in Clause 15.2 of these Account Terms & Conditions apply.

8.12 We are not required to give you any prior notice of the refusal to execute any Transaction. Where we are permitted by law so to do, we shall notify you subsequently of such refusal, as well as the reasons for such refusal and the procedure for correcting any factual mistakes that may have led to the refusal, either in person or by telephone or through our Online Account Service or by post or by other means as we consider fit.

8.13 You may transfer funds between your Accounts (or any of them as applicable including your Current Account) at any time using the Online Account Service or in person at any of our Offices, subject to any other restrictions on your Account from time to time.

8.14 We shall not be obliged to process Payment Orders instructed on a given Business Day in any particular order. Where there are insufficient Cleared and available funds on your Account to execute all Transactions represented by the Payment Orders received on a given Business Day, we shall be entitled to prioritize Payment Orders in such manner as we consider appropriate in our absolute discretion (including prioritizing any loan repayments or fees or other amounts due and payable to us).

8.15 Your attention is drawn to the restrictions that apply under the Rules to any withdrawal of your Shares or the value thereof and of any deposits held by you with us, which such restrictions apply as if set out herein in full.

## 9. Lodgements

9.1 Lodgements of cash or Paper Items may be made to your Account by you or any third party at any of our Offices during the Opening Hours for such Office. We reserve the right to refuse any lodgement however where such lodgement is made in breach of any condition of the Agreement or may cause us to be in breach of any statutory, regulatory or other legal obligation to which we are subject.

9.2 A lodgement receipt specifying the account number or IBAN of your Account must be completed and signed by the person making any lodgement to your Account. We may also require appropriate identification to be produced.

9.3 You should ensure that you review the lodgement receipt on completion to ensure that the details contained therein are accurate and complete. We do not accept any liability for inaccuracies, incompleteness in or affecting any lodgement made to your Account.

9.4 We shall conduct checks on any bank note contained in any lodgement made to your Account. If we find any suspected counterfeit or fraudulent bank note in any lodgement, we shall be entitled to refuse and retain such bank note and the value of such note will not be credited to your Account. If upon investigation the bank note concerned is found to be genuine, we shall credit the value of such bank note to your Account, and, where applicable, restore your Account to the state it would have been credited on the Business Day of receipt.

9.5 If any bank note contained in any lodgement which has already been credited to your Account is subsequently found to be counterfeit or fraudulent, we shall be entitled to debit the amount of such bank note from your Account and, where applicable, restore your Account to the state it would have been had the counterfeit or fraudulent bank note not been so credited.

9.6 Cash lodgements received by us prior to the Cut-Off Time will be credited to your Account for interest purposes and made available to you on the Business Day on which they are

received by us.

- 9.7 Any funds or Paper items in a currency other than euro which are to be lodged or otherwise credited to your Account must be converted to euro at the exchange rate for that currency on the Business Day on which the funds are to be credited to your Account. You will be liable for any foreign exchange charges payable in respect of any such conversion.
- 9.8 We shall generally only accept Paper Items denominated in Euro and drawn on a Bank in Ireland which are addressed to you personally for lodgement to your Account.
- 9.9 We may accept Paper Items denominated in other currencies and/or drawn on Banks outside of Ireland at our absolute discretion and on the terms of the Paper Item concerned (subject to and the extent permissible by any applicable law), but shall not be obliged to do so under any circumstances (even if we have done so in the past). You will indemnify us against any loss or damage we may suffer as a result of doing so.
- 9.10 We shall not accept Paper Items payable to third parties for lodgement to your Account.
- 9.11 Any Paper Item lodged to your Account shall be sent by us to the Bank on which it is drawn for collection and payment. The Bank concerned must either Clear the Paper Item for payment or else return it unpaid.
- 9.12 Any Paper Item lodged to your Account, as well as the proceeds of any such Paper Item, shall not be considered to be Cleared until such time as we have received value for such Paper Item from the Bank on which it is drawn, and any applicable period during which it may be returned unpaid has elapsed.
- 9.13 It can take up to 10 Business Days for a Paper Item drawn on a Bank in Ireland to be Cleared and paid to us. It may take considerably longer for a Paper Item drawn on Banks outside of Ireland to be Cleared and paid to us however
- 9.14 The amount of a Paper Item lodged to your

Account will usually be credited to your Account for interest purposes and added to the balance of your Account on the Business Day on which it is received by us for lodgement. This does not mean that the Paper Item has Cleared however and it may still be returned unpaid by the Bank on which it is drawn.

- 9.15 The amount of the Paper Item will not be available (for withdrawal or the execution of Transactions etc.) to you until the Paper Item has been Cleared and payment received by us unless otherwise agreed by us.
- 9.16 If a Paper Item is returned to us unpaid for any reason (including in circumstances where we have already made the amount of the Paper Item available to you), then we shall (and shall be entitled to) reverse any credit made to your Account in respect of that Paper Item and recalculate the balance of your Account accordingly. You hereby agree and consent to us so debiting your Account for the amount of such unpaid Paper Item.
- 9.17 You will indemnify us for any loss which we may suffer as a result of accepting any Paper Items lodged to your Account. We may debit any amounts owing to us pursuant to this Clause 9 to your Account without notice to you. You hereby agree and consent to us so debiting your Account for all such amounts.

## **10. Notification of Unauthorised or Incorrectly Executed Transactions**

You must notify us of any unauthorised or incorrectly executed Transactions on your Account without undue delay on becoming aware of such Transactions and in any event not later than 13 months after the debit date of the Transaction concerned. The requirement to notify us within 13 months shall not apply however where we have failed to provide you with the required information in respect of the Transaction concerned in accordance with Clause 6 of these Account Terms & Conditions.

## **11. Liability for Unauthorised Payment Transactions**

- 11.1 Subject to Clauses 11.2, 11.3 and 12.2 of these Account Terms & Conditions, if you

notify us that an unauthorised Transaction has been made from your Account in accordance with Clause 10 of these Account Terms & Conditions, we shall refund the amount of the unauthorised Transaction to your Account and restore your Account to the state it would have been in had the unauthorised Transaction not occurred.

11.2 You shall be liable for the first €50 of any loss suffered in respect of any Transaction which was incurred as a result of:

- the use of a lost, stolen or misappropriated payment instrument issued in respect of or in connection with your Account; or
- a failure on your part to keep any Access Code safe.

11.3 You shall not be entitled to a refund of an unauthorised Transaction where:

- the unauthorised Transaction has been incurred as a result of any fraud on your part; or
- you have failed to notify us of the occurrence of the unauthorised Transaction in accordance with Clause 10 of these Account Terms & Conditions; or
- you have, intentionally or through gross negligence, failed to comply with any obligations which you may have in respect of the use any payment instruments issued in respect of or in connection with your Account.

You shall be liable without limitation for all losses and financial consequences which result from any such unauthorised Transaction.

11.4 If we have not in accordance with applicable law and regulatory standards applied or required strong customer authentication for any unauthorised Transaction in respect of which you are the payer, you shall not be liable for the losses and financial consequences which result from such unauthorised Transaction(s) unless you have acted fraudulently.

11.5 We may keep records of any Transactions

executed on your account on paper, microfilm, electronically or such other means as we consider appropriate. In the event of any dispute arising between us in relation to any Transaction(s), you agree that such records shall be evidence of the matters contained therein in the absence of any obvious error.

## **12. Incorrectly executed and non-Executed Payment Transactions**

12.1 Subject to Clauses 12.2 and 13.2 of these Account Terms & Conditions, in the event of the incorrect execution or non-execution of:

- any Transaction which you instruct us to make from your Account; or
- any Payment Order which we receive from an Originator requesting the execution of a Direct Debit,

we shall (to the extent applicable) and without undue delay refund the amount of the incorrectly or non-executed Transaction to your Account and restore your Account to the state it would have been had such incorrectly executed or non-executed Transaction not taken place.

12.2 We shall not have any liability to you in respect of an incorrectly executed or non-executed Transaction which you instruct or authorise us to make where:

- we can prove to you, and where applicable the Payee's Bank, that the Payee's Bank received the amount of the Transaction;
- you have failed to notify us of the incorrectly executed or non-executed Transactions in accordance with the requirements of Clause 10 of these Account Terms & Conditions;
- the execution of the Transaction has been refused by us in accordance with Clause 8.10 of these Account Terms & Conditions;
- the non-execution or defective execution is the result of abnormal and unforeseeable circumstances which are

beyond our reasonable control, the consequences of which would have been unavoidable despite all effort to the contrary;

- the non-execution or defective execution arose as a result of any error, inaccuracy or incompleteness in or affecting any Payment Order given to us;
- the non-execution or defective execution arose as a result of a breach of your obligations under these Account Terms & Conditions or the Agreement; or
- the non-execution or defective execution arose as a result of other legal obligations to which we are subject.

12.3 Regardless of whether or not we are liable to you for the incorrect execution or non-execution of a Transaction, we shall make immediate efforts immediately to trace the Transaction and notify you of the outcome.

12.4 A Transaction shall be considered to have been executed correctly where it has been executed in accordance with the BIC and IBAN specified in the Payment Order provided to us.

12.5 Subject to Clause 13.2 of these Account Terms & Conditions, we shall be liable to you for any charges for which you are responsible and interest to which you are subject as a consequence of the non-execution or defective execution of a Transaction for which we are liable.

### 13. Our Liability

13.1 To the maximum extent permissible by law, and save as otherwise provided herein, we shall have no liability whatsoever in respect of, and shall be indemnified by you against, any loss, damage or liability incurred by you or any other person arising out of or in connection with the operation by you of your Account or any Transactions to or from your Account in the absence of any breach of these Terms of Conditions, wilful default, fraud or negligence on our part.

13.2 We shall have no liability to you whatsoever for (and you shall have no claim against us in respect of) any losses incurred and/or adverse financial or reputational

consequences suffered by you as a result of:

- o any fraud on your part; or
- o any failure on your part, whether intentionally or through gross negligence, to comply with any obligations which you may have in respect of the use of any payment instruments issued in respect of or in connection with your Account or any provision of the Agreement relating to the use of the Online Account Service; or
- o any actions relating to your Account authorised or occasioned by your nominated representative pursuant to Clause 4.6; or
- o arising from any use of your Account that is contrary to this Agreement; or
- o arising from any fraud or theft which you have (only) reported to us over 13 months after such event; or
- o as constitutes a loss of profit or business or any increased cost or expense or any indirect, consequential, special or punitive loss; or
- o arising from any failure of network services or settlement services or data processing services; or
- o arising from any change to your contact details that you have not told us about.

13.3 We shall not be liable to any person for any loss of profit, consequential loss or indirect loss or damage whatsoever and howsoever occasioned to or suffered or incurred as a result of the operation by you of your Account or any Transactions to or from your Account.

13.4 We shall be entitled to engage and use such intermediaries, agents and other third parties as we see fit for the purposes of executing any Transaction to or from your Account, facilitating the collection of cheques or otherwise to enable and facilitate the operation of your Account. Any such intermediary, agent or other third party shall be subject to appropriate

confidentiality obligations.

13.5 We shall have no liability whatsoever in respect of any delay or failure to perform any of our obligations to you under, or otherwise fail to comply with, the Agreement, which such delay or failure is due to or as a result of abnormal or unforeseeable circumstances beyond our reasonable control, or of any acts or omissions on our part which we consider necessary or appropriate to enable us to comply with any legal or regulatory obligations to which we are subject (including under in relation to anti- money laundering, terrorist financing, fraud prevention, or as a result of any condition or direction imposed upon us by the Central Bank of Ireland).

#### 14. Amendments

14.1 We may make amendments to these Account Terms & Conditions or otherwise to the Agreement from time to time for various reasons.

14.2 We shall notify you at least two months' before any proposed amendments to these Account Terms & Conditions or otherwise to the Agreement (unless we are otherwise required or permitted by law to give shorter notice), specifying the proposed date on which such amendments shall enter into force.

14.3 We may notify you of any proposed amendment to these Account Terms & Conditions in any one or more of the following ways:

- in writing or by email;
- by notice published in a national or local newspaper in circulation within the area covered by the Common Bond;
- by notice displayed prominently in our Offices; or
- by notice displayed on our website.

14.4 If you do not accept the proposed amendments to these Account Terms & Conditions, you may close your Account without any additional charge by notifying us in writing. If you do not so notify us prior to

the proposed date on which the amendments are to enter into force, you shall be taken to have accepted the proposed amendments.

14.5 We shall be entitled to change the rate of any debit or credit interest which applies to your Account from time to time and at our absolute discretion.

14.6 We shall give you notice of any proposed change in the applicable interest rate in accordance with Clause 14.2 of these Account Terms & Conditions. We shall not however be obliged to give any prior notice in respect of changes to interest rates which are more favourable to you.

#### 15. Termination

15.1 These Account Terms & Conditions are not subject to any minimum term and will continue in full force and effect until such time as your Account is closed, and without prejudice to any antecedent breach on your part of these Account Terms & Conditions.

15.2 We may close or suspend your Account immediately, or with less than two months' notice, or block any payments from your Account, in any of the following circumstances:

15.2.1 if you are declared bankrupt or insolvent under the laws of Ireland or any other jurisdiction;

15.2.2 you enter into any scheme of arrangement or compromise or settlement agreement with your creditors (including under the Personal Insolvency Act 2012);

15.2.3 (in the case of corporate customers) any steps are taken to appoint a receiver, examiner, administrator or liquidator or similar officer over or in respect of your company or its business;

15.2.4 any judgment is obtained against you and remains unpaid for a period of 14 days;

15.2.5 if any form of attachment or receiving order is made against you;

- 15.2.6 if you are in breach of these Account Terms & Conditions or any other agreement with us;
- 15.2.7 if you default in payment of any sum due or owing to us under these Account Terms & Conditions or any other agreement with us;
- 15.2.8 if any representation, warranty or statement you make to us is or becomes untrue;
- 15.2.9 if required to do so by law, regulation or at the direction of any regulatory body with appropriate jurisdiction;
- 15.2.10 if we have reasonable grounds to suspect that your Account is being or has been used by any person to commit or facilitate fraud or other illegal activity;
- 15.2.11 on your death;
- 15.2.12 on the cesser of your Membership of First Choice Credit Union;
- 15.2.13 on your becoming incapacitated or no longer being capable of managing your own affairs; or
- 15.2.14 if you have failed our security checks as conducted from time to time.
- 15.3 Subject to the Rules and the Acts, we may also close your Account for any other reasons whatsoever by giving you not less than two months' notice in writing to include (without limitation) where the balance on your Account is less than €100 and you have not carried out any Transactions on your Account for a period of 12 months or longer..
- 15.4 Subject to the Rules and the Acts, you may close your Account at any time by giving us written instruction.
- 15.5 Upon the closure of your Account, you must immediately pay all sums owing on your Account (including any overdraft, interest or fees and charges payable) and return to us all property belonging to us which you may hold.
- 15.6 The closure of your Account shall be without prejudice to any of our respective rights and obligations under these Account Terms & Conditions and/or the Agreement, including without limitation to any continuing indebtedness which you may have to us, and/or to any indebtedness which you may have to us under these Account Terms & Conditions.
- 16. Joint Accounts**
- 16.1 We shall be entitled to accept Payment Orders to effect Transactions and withdrawals from a Joint Account from any one Joint Account Holder, unless we have been otherwise instructed by the Joint Account Holders in writing.
- 16.2 We shall be entitled to rely on any signed written instruction received from the Joint Account Holders unless and until we receive new instructions in writing from the Joint Account Holders.
- 16.3 All correspondence and notices in relation to a Joint Account shall be sent or served by us to the first named Joint Account Holder, unless we have been otherwise instructed in writing by the Joint Account Holders.
- 16.4 The Joint Account Holders shall be jointly and severally liable for all outstanding balances, debts, fees, charges, interest and arising on or with respect to their Joint Account or any Transactions executed on their Joint Account, subject to and in accordance with these Account Terms & Conditions.
- 16.5 On the death of any Joint Account Holder, all of their interest in the Joint Account shall become the property of the surviving Joint Account Holders.
- 16.6 The Joint Account Holders may close a Joint Account at any time by giving us notice in writing in accordance with the latest signing and payment authorization instructions received.
- 17. Online Account Service**
- 17.1 Access to and use of the Online Account Service shall be subject to prior registration for use of the Online Account Service, and shall be in accordance with the Online

Account Service Terms of Use at all times.

17.2 We are authorised to accept and act upon any Payment Orders given by you (or any person authorised or permitted by you to access the Online Account Service on your behalf) in respect of your Account.

17.3 No Payment Order issued by you through the Online Account Service shall be accepted or processed by us unless (inter alia) you have sufficient Cleared funds in your Account to meet the amount in full of such Payment Order.

#### **18. Communications**

18.1 All communications with you shall be in the English language.

18.2 Save as may otherwise be provided herein, we may communicate with you by post, fax, email, telephone (including SMS messaging), through the Online Account Service and/or in person, subject to any applicable legal or regulatory requirements. We may for security and/or operational reasons relating to your Account monitor and/or record communications between you and us, and you hereby consent to same.

18.3 You must notify us immediately in writing of any change to your postal or email address. If you fail to do so, there is a risk that any correspondence or other items which we may send to you (including your CU Cash Card) may be intercepted, which could result in fraud or in unauthorised use of your Account

18.4 Any demand or other legal notice or process in respect of this Agreement may be served by us on you personally or by being left at or posted to your address last known to us. Any notice or demand so served shall be deemed to have been served on you:

- when served (if served on you personally);
- when left at your address last known to us; or
- two days after posting (if sent by post),

and in providing service by post it shall be sufficient to show that the notice was properly addressed and posted notwithstanding that it was in fact delivered or was returned

undelivered.

#### **19. Deposit Interest Retention Tax**

19.1 DIRT will apply to credit interest and/or dividends paid on your Account unless you are exempt from DIRT. Eligibility for any exemption from DIRT shall be determined in accordance with applicable legislation.

19.2 At the time of us applying any credit interest and/or dividends to your Account, we shall at the same time deduct from your Account the amount of DIRT (to the extent applicable).

19.3 The rate of DIRT payable in respect of credit interest and/or dividends paid on your Account shall be determined in accordance with applicable DIRT legislation.

#### **20. Data Protection**

20.1 We will comply with our obligations as a data controller under the Data Protection Regulation and the Data Protection Acts in relation to any Personal Data on or relating to you which we may collect, hold or process in connection with the provision to you, and operation of, your Account.

20.2 You may request a copy of any personal data which we hold on or relating to you in writing at any time, subject to payment of the applicable fee. We will access, process and retain Personal Data about you, your Account and any Payment Order we receive in relation to your Account in order to provide our account and payment services relating to your Account.

20.3 For information in relation to how we collect your Personal Data, how we use your Personal Data and how you can interact with us about your Personal Data, please refer to our Privacy Policy (which may change from time to time) as provided to you as part of membership onboarding and otherwise as available at our Office and on our web site.

20.4 Any documents or records in any format that we have (including any electronic records of the use made of your Account even if such records were originally held by us in paper form) may be retained, produced and relied on by us as evidence of facts or events related to dealings on your Account.

## 21. About Us

First Choice Credit Union is registered as a credit union under the Credit Union Act 1997 (Registration Number C13797). First Choice Credit Union is regulated by the Central Bank of Ireland having its address at PO Box, 559, Dame Street, Dublin 2.

## 22. Contact Details

22.1 Our Head Office is located at Credit Union Office, Market Square, Castlebar, County Mayo, F23 NW25

22.2 . Our Branch Offices are located at:

- The Square, Balla, County Mayo, F23 WN22;
- Achill Sound, Achill, Co. Mayo, F28 DH68;
- Clare Street, Ballyhaunis, County Mayo, F35 DA36.

22.3 Our contact details are as follows:

Tel: +353 094 9022969

Fax: +353 94 9022483

Website: [www.firstchoicecreditunion.ie](http://www.firstchoicecreditunion.ie)

Email: [info@fccu.ie](mailto:info@fccu.ie)

For further contact information, please refer to our web site.

## 23. Office Opening Hours

23.1 The Opening Hours for each of our Offices are as follows:

### Castlebar Head Office:

Monday –Wednesday, Friday: 10am-5.30pm  
Thursday: 10am – 2pm  
Saturday: 10am – 4.00pm  
Sunday: Closed

### Branch Offices: Balla Office

Monday & Thursday: Closed  
Tuesday & Friday: 10am – 1.30pm,  
2.30pm– 5.30 pm  
Saturday: 10am – 12.30pm, 1pm – 4pm  
Sunday: 11.30am – 12.30pm

### Branch Office Ballyhaunis Office

Monday – Friday: 10am – 1.30pm, 2.30pm to 5.30pm  
Saturday: 10am – 1pm  
Sunday: Closed.

## 24. Miscellaneous

24.1 In the event that we agree to provide you with additional services or facilities in connection with your Account from time to time, the provisions of such additional services or facilities shall be subject to such terms and conditions as may be notified to you at the time such additional services or facilities are first provided. In the event that there is any conflict between these Account Terms & Conditions and those additional terms and conditions, those additional terms and conditions will prevail.

24.2 A copy of these Account Terms & Conditions, and all other documents which constitute the Agreement, is available upon request free of charge at any of our Offices and is also available for download from our website.

24.3 If any provision of the Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Agreement, which shall remain in full force and effect.

24.4 No waiver of any clause or other provision of the Agreement on our part shall be deemed a further or continuing waiver of such clause or other provision of or any other clause or provision.

24.5 To the extent permitted by law, we may assign, novate or transfer our rights, benefits and/or obligations in relation to this Agreement and we may impart any information concerning you or the Account to any actual or proposed assignee, novatee or transferee (and you hereby consent in advance to any such novation or transfer).

24.6 To the extent permitted by law, this Agreement shall constitute the entire agreement between us and you in relation to the subject matter of this Agreement.

## 25. Redress & Complaints

25.1 If you wish to make a complaint, you may refer the complaint in the first instance to the Complaints Officer for the time being for First Choice Credit Union who shall endeavour to resolve the complaint. We will endeavour to respond to your initial complaint within one Business Day. If for whatever reason the Complaints Officer is unable to resolve your

complaint, you may formally refer the matter to us in writing by completing a Complaints Form which is available at any of our Offices.

any dispute or matter arising in connection with the Agreement or generally with your Accounts.

25.2 On receipt of the Complaints Form, your complaint will be referred in the first instance to the complaints sub-committee for the time being for First Choice Credit Union. The complaints sub-committee shall investigate, discuss and wherever possible resolve the complaint. If for whatever reason the complaints sub-committee is unable to resolve your complaint, you may forward your complaint to the Secretary for the time being of First Choice Credit Union and request that he/she forward your complaint to the Board of Directors for the time being of First Choice Credit Union. The Board of Directors shall investigate, discuss and wherever possible resolve your complaint.

25.3 We will endeavour to reach a final resolution of your complaint within 45 days of receipt of same by us.

25.4 In the event that you are not fully satisfied with how we deal with your complaint, you may refer your complaint to the Financial Services and Pensions Ombudsman (provided that you come within the jurisdiction of that office) at 3<sup>rd</sup> Floor, Lincoln House, Lincoln Place, Dublin 2. For further information in relation to the Financial Services and Pensions Ombudsman (including information in relation to the jurisdiction of the Financial Services and Pensions Ombudsman), please see [www.fspo.ie](http://www.fspo.ie).

25.5 A copy of our Member Disputes and Complaints Policy is available in any of our Offices.

## **26. Governing Law**

26.1 The Agreement is subject at all times to the Rules and the Acts. In the event of any conflict between the provisions of the Rules and/or the Acts and the Agreement, the provisions of the Rules and/or the Acts (as applicable) shall prevail.

26.2 The Agreement is governed by and shall be construed in accordance with Irish law.

26.3 You hereby agree to submit to the exclusive jurisdiction of the Irish courts in relation to

## Section B - Payment Services Terms & Conditions

This **Section B** sets out Payment Services Terms & Conditions as applicable to any additional payment services which may be available to you, depending on the type of Account which you hold, and the terms on which such payment services shall be provided. These Payment Services Terms & Conditions are to be read in conjunction with the Account Terms & Conditions, which form part of these Payment Services Terms & Conditions. In the event of any inconsistency between these Payment Services Terms & Conditions and the Account Terms & Conditions, then the provisions of these Payment Services Terms & Conditions shall prevail.

### 1. Interpretation

#### 1.1 In these Payment Services Terms & Conditions:

**Account Terms & Conditions** means the terms and conditions set out in Section A of these Terms & Conditions;

**Cash Card Account** means a non interest bearing non fixed term deposit account held with us as so named/titled, and which account is enabled (via cash card) for ATM cash withdrawals and the making of cash and/or cheque lodgements;

**Creditor** has the meaning assigned to that term under the SEPA Direct Debit Rules;

**Credit Transfer** means a payment service which is provided in accordance with the SEPA Credit Transfer Rules for crediting a Payee's account on a once off basis pursuant to a Payment Order given by the Payer;

**Direct Debit** means a payment service which is provided in accordance with the SEPA Direct Debit Rules for debiting a Payer's payment account and which is initiated by the Payee on the basis of the Payer's consent;

**Deposit Account** means an interest bearing non fixed term deposit account held with us as so named/titled, and which account is enabled to make and receive payments including (inter alia)

Credit Transfers and Direct Debits;

**Payment Services Terms & Conditions** means the terms and conditions set out in this Section B;

**SEPA** means the Single Euro Payments Area as defined (by the EPC) as being the area where citizens, companies and other economic actors will be able to make and receive payments in euro within all Member States, whether between or within national boundaries under the same basic conditions, rights and obligations, regardless of their location;

**SEPA Credit Transfer Rules** means the rulebook setting out the rules and business standards for the SEPA Credit Transfer Scheme as varied or amended from time to time;

**SEPA Credit Transfer Scheme** means the payments scheme operated by or under the auspices of the EPC for making credit transfers denominated in euro within or across SEPA;

**SEPA Direct Debit Rules** means the rulebook setting out the rules and business standards for the SEPA Core Direct Debit Scheme as the same may be varied or amended from time to time;

**SEPA Direct Debit Scheme** means the core direct debit payments scheme operated by or under the auspices of the EPC for making direct debits denominated in euro within or across SEPA;

**Share Account** means a share account held by you with us, the balance of which account represents the par value of your Shares in First Choice Credit Union; and

**Standing Order** means a payment service for crediting a Payee's account by Credit Transfer on a recurring basis pursuant to a Payment Order given by the Payer.

1.1 Words & phrases used in the Account Terms & Conditions shall have the same meaning when used in these Payment Services Terms & Conditions unless otherwise stated.

## 2. Credit Transfers

2.1 Payments may be made by way of Credit Transfers to or from the following account types to others accounts located in a Bank in SEPA

- Share Account;
- Deposit Account;
- Cash Card Account.

2.2 In order to make a Credit Transfer, you must provide us with a Payment Order containing the following details:

- the amount of the Credit Transfer;
- a valid BIC and IBAN for the account to be credited; and
- the full name of the Payee and such other details of his or her identity as we reasonably require.

The Payment Order may be completed either in any of our Offices by completing a Credit Transfer Form or by using the Online Account Service. The completed Payment Order shall constitute your consent to the execution of the Credit Transfer.

2.3 A Payment Order requesting the execution of a Credit Transfer cannot be revoked or cancelled after it has been deemed to have received by us.

2.4 Unless otherwise agreed with you, we shall be entitled to allocate the amount of any such Credit Transfer to any of your Account(s), or to any loan account you hold with us, as we may determine in our absolute discretion.

## 3. Standing Orders

3.1 Recurring payments of fixed amounts may be made from the following account types to another payment account held in a Bank in SEPA by means of a Standing Order:

- Share Account;
- Deposit Account;
- Cash Card Account.

3.2 In order to make payments by way of Standing Order, you must provide us with

the following details:

- the amount of the Standing Order;
- a valid BIC and IBAN for the account to be credited;
- the name of the Payee and such other details of his or her identity as we reasonably require;
- the frequency of the Standing Order payments;
- the number of Standing Order payments to be made;
- if applicable, the end date for the last Standing Order to be made.

The Payment Order may be given in any of our Offices by completing a Standing Order Form or (if applicable) using the Online Account Service. The Payment Order so given shall constitute your consent to the execution of the Standing Order payments.

3.3 You may cancel a Standing Order by giving us a written cancellation instruction by not later than the close of business on the Business Day before the next Standing Order payment is due to be made. If the cancellation instruction is received after this time, we will make the next Standing Order payment in accordance with the terms of the Payment Order given to us, but shall cancel all subsequent payments to be made under the Standing Order.

3.4 We may cancel a Standing Order in the event that there are insufficient Cleared and available funds in your Account to pay the Standing Order on any occasion. We shall advise you in the event that the Standing Order is cancelled by us.

## 4. Direct Debits

4.1 You may authorise payments to be collected by Creditors from any of the account types specified in Section 4.2 by Direct Debit by signing a Direct Debit Mandate in favour of an Originator.

4.2 Direct Debit payments may be made from the following account types:

- Share Account;
  - Deposit Account;
  - Cash Card Account.
- 4.3 By signing a Direct Debit Mandate in favour of a Creditor, you authorise us to pay the amount of any Direct Debits from your Account which are requested pursuant to a Payment Order submitted by the Creditor in accordance with the Direct Debit Mandate and the SEPA Direct Debit Rules.
- 4.4 A Direct Debit Mandate must include the BIC and IBAN for your Account.
- 4.5 You can instruct us in writing:
- to set a limit on the value of any Direct Debit payments which may be made from your Account;
  - to set a limit on the frequency at which Direct Debits payments may be made to any Originator from your Account;
  - to block all Directs Debit payments from your Account;
  - to block any Direct Debit payments to any one or more specified Originators from your Account;
  - to only permit Direct Debit payments to one or more specified Originators from your Account.

Any instructions to block any Direct Debit payments (whether generally or to a particular Originator) must be received by us not later than the Business Day before the next applicable Direct Debit payment is due to be made from your Account.

- 4.6 You may cancel a Direct Debit by sending a written instruction to us specifying the name of the Creditor by not later than the Business Day before the next Direct Debit payment is due to be paid in accordance with Payment Order which we receive from the Creditor. If the cancellation instruction is received after this time, we will make the next Direct Debit payment in accordance with the terms of the Payment Order received by us, but shall cancel all subsequent Direct Debit payments to be made to the Creditor. You must also

contact the Creditor to cancel the Mandate which you gave to them.

- 4.7 You may instruct us to refuse to pay a particular Direct Debit which is due to be made to a Creditor (without cancelling all future payments to that Creditor). Any such instruction must be provided to us in writing not later than the Business Day before the next Direct Debit payment is due to be paid in accordance with Payment Order which we receive from the Creditor. If the cancellation instruction is received by us after this time, we shall make the Direct Debit payment concerned to the Creditor in accordance with the Payment Order which we have received.
- 4.8 You may obtain a refund of any authorised Direct Debit payment made from your Account by sending a written request to us within eight weeks of the date on which the Direct Debit payment was made. We shall be under no obligation to provide you with a refund where the refund request is received by us outside this eight week period. You may be liable to the Creditor for the amount of any authorised Direct Debit payments which are refunded to you in accordance with the underlying agreement which you have with the Creditor.
- 4.9 If a Direct Debit is applied to your Account but:
- your Direct Debit authorisation did not specify the exact amount of the payment; and
  - the amount of the payment exceeded the amount you could reasonably have expected taking into account your previous spending patterns, the conditions of this Agreement and any other relevant factual circumstances; and
  - you give us such factual information as we may require to prove each of the above matters; and
  - you did not give us consent in advance to the Direct Debit being applied to your Account, and
  - neither we nor the beneficiary of

the Direct Debit provided or made available information to you about the Direct Debit payment 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 either to refund you the amount of such Direct Debit, or give you reasons for our refusal to make such refund to you and of your right to make a complaint in that regard in the manner provided for in Clause 25 of this Agreement.

4.10 We are not a party to any underlying agreement which you may have with the Creditor, and shall have no liability whatsoever in respect of any goods or services to which any Direct Debit payment relates.

4.11 We may cancel a Direct Debit in the following circumstances:

- the Account Identifier is invalid or incorrect;
- the Account is closed or dormant;
- there are insufficient Cleared and available funds on your Account; or
- the Transaction is unauthorized.

We shall advise you in the event that the Direct Debit is cancelled by us.

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