

- the Card;  
- someone possess the Card with your consent and uses it or gives it to someone else; or  
- you do not co-operate fully with use or others in any investigation concerning the theft or loss of the Card or any attempt to retrieve it.
- 4. Fees and Charges**
- 4.1 You agree to pay all administration fees, any other charges and any government stamp duties levied in respect of the issue, renewal, and use of the card. The Board of Directors reserves the right to implement charges and/ or vary the administration fee at any time. Adequate notice will be given prior to any charges being implemented. Full details of fees and charges can be made available to you upon request.
- 4.2 We may change our fees and charges by giving you notice and we will notify you in a way allowed by law or banking regulations.
- 5. Joint and Several Liability**
- 5.1 If your Account is held in the name of two or more persons at any time, each of you is jointly and severally liable. For example, this means that we can ask all or any one of you alone to:
- pay us any money owing to us in connection with your Account or use of the card;
  - meet any obligation concerning your Account or use of the card.
- 6. Ending this Agreement and Interruption to Services**
- 6.1 You may ask us to end these terms and conditions at any time. But before the terms and conditions can be ended, you must:
- pay everything you owe us in relation to the Card (for example, charges and Government Duty); and
  - destroy any Card you hold by cutting vertically through the chip or magnetic strip and return it to us at 86 Kilkenny Street, Castlecomer, County Kilkenny
- 6.2 We may end this agreement immediately or block any payments on your Account if
- you die
  - you are declared bankrupt or insolvent (under Irish or other law)
  - you seek legal protection from your creditors or enter composition or settlement agreement with your creditors whether under a statutory scheme or otherwise;
  - you have failed security checks;
  - we have reason to suspect there is unauthorised or fraudulent activity on your Account even where we think you are innocent;
  - we are required to do so by law, regulation or direction from an authority we have a duty to obey;
  - you have breached these terms and conditions or the Account terms and conditions; or
  - your Account is overdrawn
- 6.3 We do not have to notify you beforehand if we end this agreement or block

- your Account for any reason listed in Clause 6.2. We are not liable to you or anyone else if we block your Account for any reason listed in clause 6.2. We will tell you how the block on your Account can be removed (if it can be).
- 6.4 The card must be returned to the credit union on request and it may for a valid reason be retained by Castlecomer Credit Union Ltd. or any person acting on the Credit Unions behalf.
- 6.5 The card may be cancelled immediately upon reasonable notice to that effect being given by the Credit Union to the holder or by the holder to the Credit Union. The use of the card may also be suspended without notice for a valid reason in accordance with clause 6.2. In any such case any liabilities incurred by the use of the card prior to such cancellation or suspension shall remain unaffected.
- 6.6 We do not have to provide Cashpoint facilities at all times or during particular hours and we may withdraw any of our Cashpoint facilities at any time.
- 6.7 We are not liable for;
- delay, interruption, error or failure of ATM or Card services, for example for scheduled maintenance;
  - interruption to services not within or reasonable control, for example an Act of God, a failure of electrical power, industrial action, industrial disputes or the failure of technical equipment or software;
  - any loss caused by an unavailable or broken ATM;
  - if you cannot use the card in any circumstances ; or
  - for any delay or failure in performance of any of our obligations in respect of the use of the card.
- 7. Changes to these Terms and Conditions, Account Transaction Fees and Service Charges**
- 7.1 We may add to or change these terms and conditions at any time. We may add new fees and charges at any time.
- 7.2 We may amend or alter any facility on your ATM CU Cash Card at any time.
- 7.3 We will tell you in advance if we add to or change these terms and conditions or if we add new fees and charges or change existing ones or amend or alter any facility on your ATM CU Cash Card. The amount of notice that we will give you will follow the laws and regulations that apply at that time. We will choose the way that we tell you; we can do it by letter, electronic mail, telephone (including recorded message) or by an advertisement in a local newspaper.
- 7.4 If we change or add to these terms and conditions, and you do not wish to accept the change, you may end this contract (there will be no charge for doing this) and return the Card to us but first you must pay us any charge or Government Duty that you already owe in connection with your Card.
- 7.5 If you do not return the Card to us you are deemed to accept the changes

- which we tell you about under Clause 7.3 on their effective date.
- 8. Identification**
- 8.1 We have obligations under law and regulations concerning the prevention of money laundering and terrorist financing as well as complying with taxation requirements. For this reason we will require you to furnish up to date ID and address verification when you make an application for the card and when your ID or address verification has expired.
- 9. Keeping us Informed**
- 9.1 You need to keep us updated with your contact information so that we can communicate with you safely and quickly. If you don't tell us promptly about a change in your details, you may not receive information that could be important or it may be accessed by someone else.
- 9.2 When you tell us that your situation or details are changing, we may ask you to confirm this in a certain manner (such as in writing) or to comply with any other procedures. Examples of things you should keep us updated on are your name or directors' names, your postal, email or registered office address, where you are resident; and your phone number.
- 10. Reading this Document**
- 10.1 Each of these terms and conditions is separate from the others. If any term or condition is illegal or cannot be enforced now or in the future, the rest of the terms and conditions will remain in full force and effect.
- 10.2 In these terms and conditions we sometimes give an example of something covered by a clause or definition. We do this to assist you. The meaning and scope of these terms and conditions is never limited by these examples.
- 10.3 The index and headings used in these terms and conditions are there to assist you and do not form part of the legal agreement between you and us.
- 10.4 A reference to a "person" includes a human being, corporation, partnership or organisation.
- 10.5 A reference in the singular includes a reference to the plural and vice versa where this makes sense (for example, "person" can mean "persons", and "persons" can mean "a person").
- 11. Disputes or Unauthorised Transactions**
- 11.1 If there is a dispute about your Account or Card, you accept that the records kept by us or on our behalf are sufficient evidence of your Card's use.
- 11.2 You should check your statement on receipt and contact us without delay if you think there is any unauthorised or incorrectly executed transaction on your Account. If you are registered with the Online Account Service we recommend you check your Account transactions regularly and report any disputed transactions, errors or omissions to us without delay. Delay means we may not be able to compensate you for any

- loss you may have suffered as a result of disputed or unauthorised transactions.
- 12. Making a Complaint**
- 12.1 We want to provide you with excellent service at all times and hope we do not give you grounds for complaints. However, if you wish to make a complaint please follow these steps:
- Contact our local branch and discuss your complaint. If you wish to make a formal complaint please ask for a copy of our Member Complaint Process which sets out the process for members complaints thereon.
  - Once we have completed our Member Complaints Process and if you are still not happy with the outcome you may be able to refer your complaint to the Financial Services Ombudsman. Contact details are as follow: Financial Service Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo-call 1890 662090, Tel. (01) 662 0699, Fax (01) 662 0890, email: enquiries@financialombudsman.ie
- 13. Jurisdiction**
- 13.1 These terms and conditions are any matter arising from the Card or your Account are governed by the laws of Ireland. The courts of Ireland have exclusive jurisdiction connection with them.
- 13.2 Any references to law or taxation in these terms and conditions are accurate on the print date but are to be read to reflect later changes in law or taxations.
- 14. Disclosure and Processing under Data Protection Acts.**
- 14.1 We may disclose any information relating to you or your account to any person for the purpose of controlling card fraud or any party involved in card or PIN issuing or card transactions processing including our IT Service Provider and our card issuing company. We will not disclose information about you or your account other than to our agents, except where permitted by law.
- 14.2 For information in relation to how we collect personal information about you, how we use it and how you can interact with us about it, see our data protection notice in branch and online. It may change from time to time.
- 14.3 We will access, process and retain personal information about you, your Card and any payment instruction we receive in respect of your Card, in order to provide our services.
- 14.4 Any documents or records in any format that we have (including any electronic records of the use made of your Card even if such electronic records were originally held by us in paper form), may be retained, produced or relied on by us as evidence of facts or events related to dealings relating to your card.

Please complete your details below and return this application form in person to Castlecomer Credit Union Ltd.



First Name:		
Surname:	Date of Birth: / /	
Address:		
Tel Home: Mobile (08 )		
Credit Union Main Account Number:		

First Name:	
Surname:	Date of Birth: / /
Address:	
Tel Home:	Mobile (08 )
Credit Union Main Account Number:	

- ☐ I wish to apply for a Castlecomer Credit Union Ltd. ATM CU Cash Card which will be used to operate a Castlecomer Credit Union Ltd. ATM CU Cash account and authorise Castlecomer Credit Union Ltd. to honour withdrawals made using the card. I hereby agree to pay all fees and charges levied by Castlecomer Credit Union Ltd. in respect of the issue, renewal and use of the card.
- ☐ I acknowledge that by signing the Application Form for the ATM CU Cash Card and the Terms and Conditions herein.

I/We acknowledge that I/We have received, read and understand the terms and conditions of use included in the leaflet and agree to be bound by them.

Signature:	Date:
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Signature:	Date:
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**Please Note:**  
Both your PIN and ATM CU Cash Card will be posted directly to you. Your ATM CU Cash Card will be posted separately to the PIN number.

PRIVACY NOTICE	
I acknowledge that I have received the Castlecomer Credit Union Limited Gerneral Privacy Notice.	
Signature:	Date:
Signature:	Date:

## FOR OFFICE USE ONLY

**Section A** - to be completed by the teller who takes the application form from the member

### I.D. AND ADDRESS VERIFICATION DETAILS:

Already on file: ☐ Yes ☐ No

Scanned and uploaded: ☐ Yes ☐ No ☐ N/a

- ☐ I confirm that the applicant(s) is/are known to me / I confirm that I verified the applicant(s) identification/signature (cross out the statement that is not relevant).
- ☐ I confirm that I verified the applicant(s) details as included on this application form to the corresponding information on the member's account on the Progress system.
- ☐ I confirm that I set up an 'ATM A/c' for the above applicant(s) on the Progress system.

Teller Signature:	
Print Name:	Date:

**Section B** - to be completed by the teller who applies for the ATM CU Cash Card:

- ☐ I confirm that I applied for the ATM CU Cash Card on the Progress System.

Teller Signature:	
Print Name:	Date:

**Section C** - to be completed by the teller who issued the letter containing the ATM CU Cash Card to the applicant(s)

- ☐ I confirm that I posted the letter containing the ATM CU Cash Card to the above applicant(s).

Teller Signature:	
Print Name:	Date:

**Section D** - to be completed by the teller who issued the "PIN number" letter to the applicant(s)

- ☐ I confirm that I posted the PIN number letter to the above applicant(s).
- ☐ Also I confirm that the fully completed and signed "Application for ATM CU Cash Card" form together with the terms and conditions leaflet was correctly scanned onto the member(s) account on the Progress system

Teller Signature:	
Print Name:	Date:

### NOTES:

- The same officer cannot complete the actions set out in Sections A and B above.
- The same officer cannot complete the actions set out in Sections C and D above.

## ATM CU CASH CARD - Terms and Conditions Version 1 (October 2020)

The Castlecomer Credit Union Ltd., ATM CU Cash Card is available to our members. The ATM CU Cash Card can be used anytime, day or night to withdraw money from your ATM CU Cash Account or to check balances. We have called it CU Cash because quite simply it is your Credit Union cash that you are withdrawing.

You can use our ATM CU Cash Card to withdraw money from your ATM CU Cash Account which is operated as a sub account under your membership number.

### FREEDOM AND CONVENIENCE

This service allows us to be more responsive to the demands and pressures of everyday life. Having an ATM CU Cash Card gives you flexibility to decide when you want to withdraw cash from the Credit Union. You are no longer tied to our office opening hours. Of course you are still welcome to use our 'Over the Counter' service in the normal manner but just think of the freedom this innovation will give you:

- 24 hour instant access to our cash
- Available 365 days a year
- No more time wasted queuing for counter withdrawals
- Daily withdrawal up to €500 of available funds
- Account balance enquiry

### CHARGES

With the ATM CU Cash Card there are no transaction fees and no hidden charges. An annual fee of €10 per card is applicable.

The Board of Directors reserves the right to vary the above fees and charges at anytime. Adequate notice will be given to ATM CU Cash Card holders prior to any changes to the above fees and charges being implemented.

### WHERE CAN YOU USE OUR ATM CU CASH CARD

The ATM CU Cash Card is exclusive to Castlecomer Credit Union Ltd. members and can be used only at the cash point located outside the Castlecomer branch.

### HOW TO APPLY FOR YOUR ATM CU CASH CARD

You must first open an ATM CU Cash Account by completing an application form and returning it in person to Castlecomer Credit Union Ltd. You will be required to furnish up to date ID and address verification with your application.

Castlecomer Credit Union Ltd. reserves the right to refuse any application.

### HOW TO USE YOUR ATM CU CASH CARD

Using the ATM CU Cash Card is easy - following these steps:

- Insert your card into the machine where indicated.
- Enter your PIN and press the ENTER button to continue.
- Select the service you require Cash Withdrawal or Balance Enquiry.
- Your transactions will be processed; any

cash requested will be dispensed. Please ensure to take your card and receipt with you. You should retain the receipt for your own records.

### WHAT TO DO IN EVENT OF LOSS OR THEFT ETC.

You must take every possible care to prevent loss, theft and fraudulent use of your ATM CU Cash Card and to prevent other persons knowing your PIN. In the event that your card is lost, stolen or in the possession of an unauthorised person or your PIN becomes known to others, you must take immediate steps to cancel your card by contacting the Credit Union on (056) 4441368 or attending the office of Castlecomer Credit Union Ltd., during office hours.

### TERMS & CONDITIONS OF USE

#### 1. Definitions:

The following definitions shall apply:

- "the Credit Union" "Castlecomer Credit Union Ltd". "we", "us" and "our" each mean Castlecomer Credit Union Ltd.
- "Account" means your Credit Union ATM CU Cash Account in your name which you hold with us.
- "Cash point" means an automated teller or cash machine provided by Castlecomer Credit Union Limited.
- "Banking Day" means any day on which we are open for business in Ireland other than a Saturday, Sunday or bank holiday; and "non-Banking Day" means any other day.
- "Card" means the ATM CU Cash Card, personal to you, that we give you to allow you to make withdrawal transactions on your Account and any card which renews, replaces or supplements it.
- "Card Use" means any use of a Castlecomer Credit Union Ltd., ATM CU Cash Card
- "ATM CU Cash Card" means "Card issued by Castlecomer Credit Union Ltd., and any card which renews, replaces or supplements it.
- "Cut-off time" means the latest time in any Banking Day that we can process a particular Account transaction, request or instruction on that Banking Day.
- "Member" means any individual that holds an ATM CU Cash Card for personal use not connected with his/her trade, business or profession.
- "PIN" means a personal identification number that you use with your ATM CU Cash Card which is allocated to you by a computer process and is required in order to make a transaction on the ATM CU Cash Card.
- "Your account" means your Castlecomer Credit Union Ltd., ATM CU Cash account.
- "The holder" means the person named on a Castlecomer Credit Union Ltd. ATM CU Cash Card.
- "we", "us", "our" and "the credit union" means Castlecomer Credit Union Limited, having its office at 86 Kilkenny Street, Castlecomer, County Kilkenny,

Ireland and its successors, and legal or equitable transferees or assignees".

- "you" and "your(s)" means the person or persons whose name appears on the ATM CU Cash Card.

#### 2. Using your Card.

- 2.1 We may agree to provide you with a Card in your name. It is for your sole use.
- 2.2 These terms and conditions apply to your Card and tell you how it works.
- 2.3 We may provide you with, and we may keep a record of, documents which form part of this Agreement in either electronic or paper form. The following also apply to your Card:
  - The Credit Union Act, 1997-2012 and any regulatory requirements made there under.
  - Applicable Financial Services law and practice.
  - The Schedule of fees and charges for members.
  - The Terms and Conditions of your Account.
  - The Registered Rules of Castlecomer Credit Union Limited.
- 2.4 You can use your Card with the PIN to withdraw cash from your Account at Cash points at our branches that provide CU Cash points.
- 2.5 This ATM CU Cash Card is exclusive to Castlecomer Credit Union Limited members.
- 2.6 We set daily transaction limits for Card transactions. This current limit is €500. These limits may change from time to time and are available on request at any time.
- 2.7 Members must be over the age of sixteen to avail of the ATM CU Cash Card service.
- 2.8 The ATM CU Cash Card may only be used in accordance with these terms and conditions of use and any other instructions given to you by the Credit Union.
- 2.9 The ATM CU Cash Card cannot be used for groups, societies or club accounts. The credit union reserves the right (in its sole discretion) to issue an ATM CU Cash Card to business accounts for cash lodgement purposes only.
- 2.10 An ATM CU Cash Card can only withdraw money from your ATM CU Cash Account.
- 2.11 Castlecomer Credit Union Ltd., may debit the account in respect of which the ATM CU Cash Card has been issued with all amounts disbursed by the use of the card except for any transaction effected after you have notified the Credit Union in accordance with condition 3.3 that the card has been lost, mislaid, stolen or used in an unauthorised or irregular manner.
- 2.12 You may not use the card so as to create indebtedness to the Credit Union, which has been previously authorised by Castlecomer Credit Union Ltd. Any indebtedness arising from the use of the card will be liable to interest charges at the standard credit union

lending rate.

- 2.13 You are responsible for ensuring the correctness and accuracy of all payments instructions and Castlecomer Credit Union Ltd., does not accept any responsibility or liability in respect of same.
- 2.14 When you carry out an ATM withdrawal, we deduct the amount from your Account. You cannot stop an ATM CU Cash Card transactions.
3. Protecting your Card and PIN
  - 3.1 You must keep the PIN secret, memorise it and take the greatest possible care to prevent anyone knowing your PIN or using it fraudulently or without your permission. You should never write down the PIN in a place where you also keep the Card or where it can be easily linked to your Card.
  - 3.2 You should always protect your Card and take the greatest possible care to ensure it is not lost, mislaid, stolen or used in an unauthorised way or irregular manner.
  - 3.3 In the event that our Card is lost, stolen or in possession of an unauthorised person or your PIN becomes known to others you must take immediate steps to cancel the card by contacting the Castlecomer Credit Union Ltd office during listed business hours on 056 4441368 or attending the office of Castlecomer Credit Union Ltd., during listed business hours. We may ask you to confirm this notification in writing within seven days (or 21 days if you are abroad). You must not use the ATM CU Cash Card again.
  - 3.4 You are responsible for your Card and you must ensure that you protect it in line with this Clause 3. If you do not do so, you will be liable for any loss suffered as a result.
  - 3.5 We will send Statements, your ATM CU Cash Card and PIN number to the address we have for you. You must tell us immediately in writing if you change your address. If you change our address and do not tell us immediately there is a risk that correspondence from us to you may be intercepted which could result in fraud and it may make it more difficult for us to investigate disputed or fraudulent transactions on your Account.
  - 3.6 You can limit your own losses if you tell us immediately when your Card has been lost, stolen or used without your permission. The same applies if you believe someone else know your PIN.
  - 3.7 You are not liable for any transactions carried out after you report an issue Card during the credit union's listed business hours.
  - 3.8 You will be liable for the full amount of the unauthorised transactions if they were made:
    - because of any fraud or gross negligence by you;
    - the Card was lost or stolen and the PIN became available to the finder or thief or someone else had access to