



# Castlecomer Credit Union Ltd

86 Kilkenny Street, Castlecomer, Co. Kilkenny  
Phone : 056 4441368 Fax : 056 4440120  
Web : [www.castlecomercu.ie](http://www.castlecomercu.ie) Email : [info@castlecomercu.ie](mailto:info@castlecomercu.ie)

Member Number

Date

## MEMBERSHIP APPLICATION FORM

### Contact Details

Name	<input type="text"/>
Address	<input type="text"/>
Telephone	<input type="text"/>
Email	<input type="text"/>
PPSN	<input type="text"/>

### Membership Details

Date Joined	<input type="text"/>
Startup Account	<input type="text"/>
Deduct DIRT	<input type="text"/>

NO  
PHOTOGRAPH

### Accommodation Details

Accommodation Type	<input type="text"/>	Years	<input type="text"/>
--------------------	----------------------	-------	----------------------

### Employment Details

Employer Name	<input type="text"/>		
Address	<input type="text"/>		
Occupation	<input type="text"/>	Years	<input type="text"/>
Status	<input type="text"/>		

### Personal Details

Date of Birth	<input type="text"/>
Marital Status	<input type="text"/>
No. of Dependents	<input type="text"/>

### Declaration:

- I hereby apply for membership of and agree to abide by the rules of Castlecomer Credit Union Ltd, and declare that I am not or have not been a member of any credit union other than those listed as follows:
- I accept and understand that the balance in the above numbered account in my name will be refunded to me by Castlecomer Credit Union Ltd in the event of my membership application being disapproved.
- The information given by me on this form is true and correct to the best of my knowledge and belief.
- I understand that any false or misleading information given by me in connection with my application for or my membership with the Credit Union may result in termination of my membership, apart from any other legal sanctions that may apply.

Applicant's Signature	<input type="text"/>
Print Name	<input type="text"/>
Date	<input type="text"/>

Witness Signature	<input type="text"/>
Print Name	<input type="text"/>
Date	<input type="text"/>

### Application Status

Taken by	<input type="text"/>
Proposed by	<input type="text"/>
Seconded by	<input type="text"/>
Approved by	<input type="text"/>

Date	<input type="text"/>
Date	<input type="text"/>
Date	<input type="text"/>
Date	<input type="text"/>

OFFICE USE ONLY



## Castlecomer Credit Union Ltd

86 Kilkenny Street, Castlecomer, Co. Kilkenny  
Phone : 056 4441368 Fax : 056 4440120  
Web : www.castlecomercu.ie Email : info@castlecomercu.ie

Member Number

Date

### MEMBERSHIP APPLICATION FORM

#### DATA PROTECTION

(Consent to Use and Disclosure/Data Protection Acts 1988 and 2003 and Section 71 of the Credit Union Act, 1997.)

I understand that under the Data Protection Acts, 1988 and 2003 ("the "DPA"), my consent may be required for the Credit Union to process personal data which it may have in its possession concerning me (including disclosure to third parties). I note that this personal data may include sensitive personal data, such as data about my health, within the meaning of the DPA, the processing of which requires my explicit consent. I also understand that under Section 71 of the Credit Union Act, 1997, the Credit Union, subject to exceptions listed in the Section, shall not disclose or permit to be disclosed, without my consent, any information that concerns an account or transaction of mine with the Credit Union.

For the purpose of assessing my application for membership, assessing any loan applications which I may make to you and generally for administering and monitoring any accounts I have with the Credit Union, including any loan accounts I have from time to time with you, I consent:

1. (i) to you seeking information concerning applications for loans and my credit history from the date of my original consent from any Credit Union and for that purpose you may disclose any relevant information in any loan application which I may make to you or which you may have concerning me to any Credit Union;  
(ii) to any Credit Union disclosing information to you concerning applications for loans and my credit history from the date of my original consent with any such Credit Union;  
(iii) to you disclosing of any information in any application (including loan applications) or in respect of any account or transaction of mine with the Credit Union from the date of my original consent to officers or employees of the Irish League of Credit Unions for the purpose of fulfilling our requirements and under the Savings Protection Scheme if such scheme is operated on behalf of the Credit Union by the Irish League of Credit Unions; and  
(iv) to the processing of any information relating to me, either contained in this form or any other form or application, for the purpose of assessing applications and administering any accounts I maintain with the Credit Union.  
(v) in the processing of information in accordance with law, such as the Criminal Justice Acts, or the Credit Union Act, 1997.
2. From time to time, the Credit Union, or third parties selected by the Credit Union, may use your details to inform you of goods and/or services which may be of interest to you. The use of your details for marketing purposes will depend on the preferences that you express below:

☐ **Opt in (marketing by email, text message and fax)**

I consent to the credit union, or third parties selected by the credit union, informing me of goods or services that may be of interest to me.

☐ **Opt Out (other forms of marketing)**

Please tick the box opposite if you do **not** want the credit union or third parties selected by the credit union, to inform you by phone or letter, of goods or services that may be of interest to you.

Please note that you have the right to access personal data held about you by the credit union and to correct any inaccuracies in such data.

Member Signature

X

Witness Signature

Print Name

Print Name

Date

Date

#### Member Identification

OFFICE USE ONLY



## Castlecomer Credit Union Ltd

86 Kilkenny Street, Castlecomer, Co. Kilkenny  
Phone : 056 4441368 Fax : 056 4440120  
Web : [www.castlecomercu.ie](http://www.castlecomercu.ie) Email : [info@castlecomercu.ie](mailto:info@castlecomercu.ie)

Member Number

Date

### MEMBERSHIP APPLICATION FORM

#### Tax Residency for the purposes of the Common Reporting Standard

- If you are tax resident in another country, please provide your Tax Identification Number ("TIN") and Country of Tax Residence:

1. TIN*	<input type="text"/>	Country of tax Residence*	<input type="text"/>
2. TIN*	<input type="text"/>	Country of tax Residence*	<input type="text"/>

I confirm that the information provided is true and correct to the best of my knowledge, and that if my circumstances change, I will notify the credit union:

Member Signature

Date

- If you are not tax resident in another country, please sign the following:

I wish to declare that I am not resident for tax purposes in any other country, and that if my circumstances change, I will notify the credit union:

Member Signature

Date

\* Mandatory Field

\*\* This information is being sought for the purposes of reporting obligations under the Common Reporting Standard (CRS), as provided for by Section 891F of the Taxes Consolidation Act 1997. The information required to be reported under the CRS, including name, address, TIN, account number, account balance and payments on the account will be provided to the Revenue Commissioners and may be exchanged securely with another Competent Tax Authority in your jurisdiction of tax residence, but such information will at all times be treated with the strictest confidentiality as required by the Data Protection Acts 1988 & 2003. Only data that is legally required to be reported will be provided to the Revenue Commissioners. For more information on this, please speak to your credit union, contact Revenue at [aeoi@revenue.ie](mailto:aeoi@revenue.ie) or see <http://www.oecd.org/tax/transparency/automaticexchangeofinformation.htm>

#### Deposit Guarantee Scheme

I acknowledge receipt of the Depositor Information Sheet

Member Signature

Date





## Castlecomer Credit Union Ltd

86 Kilkenny Street, Castlecomer, Co. Kilkenny  
Phone : 056 4441368 Fax : 056 4440120  
Web : [www.castlecomercu.ie](http://www.castlecomercu.ie) Email : [info@castlecomercu.ie](mailto:info@castlecomercu.ie)

Member Number	<input type="text"/>
Date	<input type="text"/>

### MEMBERSHIP APPLICATION FORM

#### Supplementary Membership Application Information

All Credit Unions are obliged to comply with the legislation that Government has enacted to combat money laundering and the financing of terrorism. This legislation is called the 'Criminal Justice (Money Laundering and Terrorist Financing) Act, 2010' and the 'Criminal Justice Act, 2013'.

In accordance with this legislation we are required to obtain answers from all our members to the following questions. We should be grateful if you would tick the relevant boxes on this form. The explanation of the terminology used is given at the back of this form.

Please tick (✓) the relevant box to answer the following questions:

1. Are you a Politically Exposed Person (PEP) as defined in Section 37 (10) of the Criminal Justice (Money Laundering and Terrorist Financing) Act, 2010?

Yes ☐ No ☐

If the answer is 'Yes', please explain why here:

---

---

---

2. Are you the beneficial owner of the funds in your shares/deposit account?

Yes ☐ No ☐

If the answer is 'No', please explain why here:

---

---

---

I will promptly notify the Credit Union of any changes in the information which I have provided and confirm that I will inform the Credit Union in writing of the details of such changes and any other relevant/material information of which I may become aware at any time after the date of this Declaration.

Member Signature	<input type="text"/>	Date	<input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Print Name	<input type="text"/>		
Witness Signature	<input type="text"/>	Date	<input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Print Name	<input type="text"/>		



## Castlecomer Credit Union Ltd

86 Kilkenny Street, Castlecomer, Co. Kilkenny  
Phone : 056 4441368 Fax : 056 4440120  
Web : www.castlecomercu.ie Email : info@castlecomercu.ie

Member Number

Date

### MEMBERSHIP APPLICATION FORM

#### Supplementary Membership Application Information

##### Explanation of terms used overleaf

##### Politically Exposed Person' (PEP)

'Politically exposed person' means an individual who is, or has at any time in the preceding 12 months been, entrusted with a prominent public function, including either of the following individuals ( but not including any middle ranking or more junior official):

- (a) a specified official;
- (b) a member of the administrative, management or supervisory body of a state-owned enterprise;

'Specified official' means any of the following officials(including any such officials in an institution of the European Communities or an international body):

- (i) a head of state, head of government, government minister or deputy or assistant government minister;
- (ii) a member of a parliament;
- (iii) a member of a supreme court, constitutional court or other high level judicial body whose decisions, other than in exceptional circumstances, are not subject to further appeal;
- (iv) a member of a court of auditors or of the board of a central bank;
- (v) an ambassador, chargé d'affairs or high-ranking officer in the armed forces.

Section 37 (10) of the CJA 2010

##### Close Associate

In this section 'close associate' of a politically exposed person includes any of the following persons:

- a) Any individual who has joint beneficial ownership of a legal entity or legal arrangement, or any other close business relations, with the politically exposed person;
- b) Any individual who has sole beneficial ownership of a legal entity or legal arrangement set up for the actual benefit of the politically exposed person;

Section 37 (10) of the CJA 2010

##### Immediate Family Member

'Immediate family member' of a politically exposed person includes any of the following persons:

- a) Any spouse of the politically exposed person;
- b) Any person who is considered to be equivalent to a spouse of the politically exposed person under the national or other law of the place where the person or politically exposed person resides;
- c) Any child of the politically exposed person;
- d) Any spouse of a child of the politically exposed person;
- e) Any person considered to be equivalent to a spouse of a child of the politically exposed person under the national or other law of the place where the person or child resides;
- f) Any parent of the politically exposed person;
- g) Any other family member of the politically exposed person who is of a prescribed class;

Section 37 (10) of the CJA 2010

'The Minister may prescribe a class of family member of a politically exposed person, for the purposes of paragraph (g) of the definition of "immediate family member" of a politically exposed person in subsection (10), only if the Minister is satisfied that it would be appropriate for the provisions of this section to be applied in relation to members of the class, having regard to any heightened risk, arising from their close family relationship with the politically exposed person, that such members may be involved in money laundering or terrorist financing'.

Section 37 (11) of the CJA 2010



## Castlecomer Credit Union Ltd

86 Kilkenny Street, Castlecomer, Co. Kilkenny  
Phone : 056 4441368 Fax : 056 4440120  
Web : [www.castlecomercu.ie](http://www.castlecomercu.ie) Email : [info@castlecomercu.ie](mailto:info@castlecomercu.ie)

Member Number

Date

### Deposit Guarantee Scheme - Depositor Information Sheet

#### Personal information

Member Number

Address

Member Name

#### Basic information about the protection of your eligible deposits

Eligible deposits in Castlecomer Credit Union Ltd are protected by:

the Deposit Guarantee Scheme ("DGS") <sup>1</sup>

Limit of protection:

EUR 100,000 per depositor per credit institution <sup>2</sup>

If you have more eligible deposits at the same credit institution:

All your eligible deposits at Castlecomer Credit Union Ltd are 'aggregated' and the total is subject to limit of EUR 100,000 <sup>2</sup>

If you have a joint account with other person(s):

The limit of EUR 100,000 applies to each depositor separately <sup>3</sup>

Reimbursement period in case of credit institution's failure:

20 working days <sup>4</sup>

Currency of reimbursement:

Euro

To contact Castlecomer Credit Union Ltd for enquiries relating to your account:

Castlecomer Credit Union Ltd  
86 Kilkenny Street  
Castlecomer  
Co. Kilkenny

Tel: 056 4441368

Fax: 056 4440120

Web : [www.castlecomercu.ie](http://www.castlecomercu.ie)

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

To contact the DGS for further information on compensation:

Deposit Guarantee Scheme  
Central Bank of Ireland  
PO BOX 11517  
Spencer Dock  
North Wall Quay  
Dublin 1

Tel: 1890-777777

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

More information:

[www.depositguarantee.ie](http://www.depositguarantee.ie)

Acknowledgement of receipt by the depositor:



## Castlecomer Credit Union Ltd

86 Kilkenny Street, Castlecomer, Co. Kilkenny  
Phone : 056 4441368 Fax : 056 4440120  
Web : [www.castlecomerctu.ie](http://www.castlecomerctu.ie) Email : [info@castlecomerctu.ie](mailto:info@castlecomerctu.ie)

Member Number

Date

## Deposit Guarantee Scheme - Depositor Information Sheet

### Additional Information

#### <sup>1</sup> Scheme responsible for the protection of your deposit

Your deposit is covered by a statutory Deposit Guarantee Scheme. If insolvency of your credit institution should occur, your eligible deposits would be repaid up to EUR 100,000.

#### <sup>2</sup> General limit of protection

If a covered deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are repaid by a Deposit Guarantee Scheme. This repayment covers at maximum EUR 100,000 per person per credit institution. This means that all eligible deposits at the same credit institution are added up in order to determine the coverage level. If, for instance, a depositor holds a savings account with EUR 90,000 and a current account with EUR 20,000, he or she will only be repaid EUR 100,000.

This method will also be applied if a credit institution operates under different trademarks. This means that all eligible deposits with one or more of these trademarks are in total covered up to EUR 100,000.

#### <sup>3</sup> Limit of protection for joint accounts

In case of joint accounts, the limit of EUR 100,000 applies to each depositor.

However, eligible deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of Eur 100,000.

In some cases eligible deposits which are categorised as "temporary high balances" are protected above Eur 100,000 for six months after the amount has been credited or from the moment when such eligible deposits become legally transferable. These are eligible deposits relating to certain events which include:

- (a) certain transactions relating to the purchase, sale or equity release by the depositor in relation to a private residential property;
- (b) sums paid to the depositor in respect of insurance benefits, personal injuries, disability and incapacity benefits, wrongful conviction, unfair dismissal, redundancy, and retirement benefits;
- (c) the depositor's marriage, judicial separation, dissolution of civil partnership, and divorce;
- (d) sums paid to the depositor in respect of benefits payable on death; claims for compensation in respect of a person's death or a legacy or distribution from the estate of a deceased person.

More information can be obtained under [www.depositguarantee.ie](http://www.depositguarantee.ie)

#### <sup>4</sup> Reimbursement

The responsible Deposit Guarantee Scheme is:

Deposit Guarantee Scheme, Central Bank of Ireland, PO BOX 11517, Spencer Dock, North Wall Quay, Dublin 1. Tel: 1890-777777. Email: [info@depositguarantee.ie](mailto:info@depositguarantee.ie). Website: [www.depositguarantee.ie](http://www.depositguarantee.ie).

It will repay your deposits (up to EUR 100,000) within 20 working days until 31 December 2018; within 15 working days from 1 January 2019 until 31 December 2020; within 10 working days from 1 January 2021 to 31 December 2023; and within 7 days from 1 January 2024 onwards, save where specific exceptions apply.

Where the repayable amount cannot be made available within seven working days depositors will be given access to an appropriate amount of their covered deposits to cover the cost of living within five working days of a request. Access to the appropriate amount will only be made on the basis of data provided by the credit institution. If you have not been repaid within these deadlines, you should contact the Deposit Guarantee Scheme.

### Other important information

In general, all retail depositors and businesses are covered by Deposit Guarantee Schemes. Exceptions for certain deposits are stated on the website of the responsible Deposit Guarantee Scheme. Your credit institution will also inform you on request whether certain products are covered or not. If deposits are eligible, the credit institution shall also confirm this on the statement of account.





## Castlecomer Credit Union Ltd

86 Kilkenny Street, Castlecomer, Co. Kilkenny  
Phone : 056 4441368 Fax : 056 4440120  
Web : [www.castlecomercu.ie](http://www.castlecomercu.ie) Email : [info@castlecomercu.ie](mailto:info@castlecomercu.ie)

Member Number

Date

### EUROPEAN COMMUNITIES (PAYMENT SERVICES) REGULATIONS 2009 (the “Regulations”)

#### REGULATION 53 INFORMATION (this is your ‘framework contract’ with us in relation to the particular account for the purposes of the Regulations).

This Credit Union Limited is regulated by the Central Bank of Ireland. Contact details for the Central Bank are:

**Address:**

PO Box 559

Dame Street

Dublin 2

**Telephone:**

+353 1 224 6000

**Fax:**

+353 1 671 6561

**Website:**

[www.centralbank.ie](http://www.centralbank.ie)

#### CONTACT DETAILS FOR CASTLECOMER CREDIT UNION LTD

**Address:**

86 Kilkenny Street

Castlecomer

Co. Kilkenny

**Telephone:**

056 4441368

**Fax:**

056 4440120

**Email:**

[info@castlecomercu.ie](mailto:info@castlecomercu.ie)

**Website:**

[www.castlecomercu.ie](http://www.castlecomercu.ie)

**Register Number:**

0229CU

**Sub-Offices:**

List suboffices here

**Our Business Days are as follows:**

Monday 9am - 5pm

Tuesday 9am - 5pm

Wednesday 9am - 5pm

Thursday 9am - 5pm

Friday 9am - 5pm

Saturday 9am - 5pm

#### YOUR ACCOUNT

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

FOR EXAMPLE:

Share Account

Special Share Account

Deposit Account

Direct Debit

Standing Order

Electronic Funds Transfer (EFT)



## Castlecomer Credit Union Ltd

86 Kilkenny Street, Castlecomer, Co. Kilkenny  
Phone : 056 4441368 Fax : 056 4440120  
Web : www.castlecomercu.ie Email : info@castlecomercu.ie

Member Number

Date

### 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 account number and sort code, together with any relevant identification details for the payment service provider ('PSP') with which they hold their account). Depending on how you place your order with us (i.e. online, in our offices, by telephone etc) we may also need to you 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 [telephoning us or calling into our offices – to be confirmed] 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.

### 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 \_\_\_\_ a.m./p.m. 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.

### 3. Execution times:

Once we are deemed to have received an order under 2 above, you agree that we have up to the end of the third Business Day following the date of deemed receipt under 2 above to credit the amount of that order to the beneficiary's PSP. On or after 1 January 2012, 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, in both cases we will have an extra Business Day to do this.

### 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 [include any other types of payment instruments which may be used]), 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 its personalised security features safe. If the payment instrument is lost, stolen, misappropriated or used in an unauthorised manner, you should notify us by [ • ] ['at all times' contact details to be inserted]. 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) if we suspect that it is, or has been, used in an unauthorised or fraudulent manner; (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 obligations to pay; and (d) our national or community obligations. If we block your use of a payment instrument, we will tell you about it (and the reasons for it) by [ • ] [to be confirmed how this will be done] unless giving you that information would compromise our security or would be prohibited by law.

### 5. Charges:

We only levy a limited number of charges in connection with the accounts that we offer. Details of these charges are available [in our offices, on our website or on request – to be confirmed]. These charges are incorporated by reference into this Regulation 53 Information.

### 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 Regulation 53 information. 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 [to be confirmed what this is] (the 'reference exchange rate'). The reference exchange rate will change [daily – to be confirmed] and this is the basis on which we will calculate the actual exchange rate. On the date on which we effect the currency conversion, we will take the reference exchange rate that applies on that date, add a fixed amount of [ • ] [amount to be confirmed] and the total will be equal 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.

### 8. Giving you information:

If we need to give you information or notice of any matters relating to this Regulation 53 Information, we will do so in writing unless we state otherwise herein. Include other methods credit union use – personal to member. Such information or notice will be given to you promptly upon the requirement to do so arising.

### 9. Copy Regulation 53 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 Regulation 53 information 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 that 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, up to a total of €75, if the unauthorised transaction resulted from (a) the use of a lost or stolen payment instrument or (b) your failure to keep the personalised security features of that payment instrument safe;

(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 a gross lack of reasonable care, to keep the payment instrument and its security



## Castlecomer Credit Union Ltd

86 Kilkenny Street, Castlecomer, Co. Kilkenny  
Phone : 056 4441368 Fax : 056 4440120  
Web : [www.castlecomercu.ie](http://www.castlecomercu.ie) Email : [info@castlecomercu.ie](mailto:info@castlecomercu.ie)

Member Number

Date

features safe, to use it in accordance with any terms that we tell you are applicable to it, and to notify us promptly of it being lost, stolen, misappropriated or used in an unauthorised manner;

(c) 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 Regulation 53 Information that it has been lost, stolen or misappropriated.

### **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 Regulation 53 Information 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.

### **12. Unique identifier:**

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

### **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, 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.

### **14. Our liability if you receive a payment in to 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.

### **15. Duration, changes and termination:**

Your contract with us, as detailed in this Regulation 53 Information, is of indefinite duration. If we want to change any part of this Regulation 53 Information (other than our telephone number), we will give you at least two months' written notice of the proposed change where required by law to do so. If we change our Business Days of opening, we will give you one month's written notice. 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 your contract with us in relation to the account to which this Regulation 53 Information relates immediately and without charge before the end of that two month period. If we change an interest rate or an exchange rate in a way that is more favourable to you, we have the right to apply that change immediately and write to you soon afterwards confirming that change. We can change an exchange rate immediately and without notice if that change is based upon the reference exchange rate agreed in this Regulation 53 Information. You may terminate your contract with us in relation to the account to which this Regulation 53 Information relates on one months notice in writing. We may terminate our contract with you in relation to the account to which this Regulation 53 Information relates on giving you two months notice in writing.

### **16. Governing law and language:**

This Regulation 53 Information shall 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/Irish (delete as appropriate).

### **17. Redress:**

If you have a complaint in relation to the matters governed by the Regulation 53 Information, you may be able to refer your complaint to the Financial Services Ombudsman. Contact details are as follows: Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 Lo-call 1890 662090, Tel. (01) 662 0699, Fax (01) 662 0890, E-mail: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie).