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

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

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| Mulcair Credit Union Ltd is regulated by the Central Bank of Ireland.  Contact details for the Central Bank are:  Address: PO Box 559 Telephone: +353 1 224 4000  Dublin 1 Fax: +353 1 671 5500  D01 F7X3 website [www.centralbank.ie](http://www.centralbank.ie) |

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| Contact details for the credit union are:  Address: Mulcair Credit Union Ltd, Cork Road, Newport, Co Tipperary Telephone: 061 378 099  Mulcair Credit Union Ltd, Murroe, Co Tipperary. Telephone: 061 386 022  Mulcair Credit Union Ltd, Rearcross, Co Tipperary Telephone: 062 792 64  Email: [info@mulcaircu.ie](mailto:info@mulcaircu.ie)  Website: [www.mulcaircu.ie](http://www.mulcaircu.ie)  Opening hours: Newport: Mon, Tue & Thur 10am - 5pm, Fri 10am - 7.30pm, Sat 10am - 1pm  Murroe: Fri 10.30am - 1.15pm, 2pm - 6.30pm  Rearcross: Fri 4pm - 7pm, Sat 10.30am - 12.30pm  All offices are closed on Wednesdays. |

**YOUR ACCOUNT**

The following is a description of the main characteristics of the payment services on your credit union account:

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| This credit union offers accounts to its members with the following capabilities:   1. Counter lodgements and withdrawals 2. Acceptance of inward payments by debit card over the telephone 3. Acceptance of inward payments by standing order or direct credit 4. Direct debits outwards 5. Online banking via PC or mobile phone, including view access, intra-credit union account transfer, SEPA transfers to other payment institutions and payee management. |

1. **Giving an order for payment from your account:** When you give us an order to make a payment from your account, we will need you to provide us with the details of the beneficiary of the payment (i.e. their account number and sort code, together with any relevant identification details for the payment serviceprovider (‘**PSP’**) with which they hold their account). Depending on how you place your order with us (i.e. online, in our offices, by telephone etc) we may also need you to verify that order by signature, by use of a password, or by use of a PIN, depending on the type of account that you hold. All of this information,taken together, is known as the ‘**unique identifier’** that you must give us. In giving us that unique identifier, you will be consenting to our execution of thatorder 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 contacting your bank orfinancial institution that the standing order originates from. 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.

1. **Cut-off times:** When we are given an order in relation to a payment on your account, we must be given that order before 2.30pm on any business day for all electronic payment types. 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.
2. **Execution times:** We have up to the end of the first business day following the date of deemed receipt under 2 above to so credit that amount. If the order is initiated by paper we have an extra business day to do this.
3. **Spending limits and payment instruments:** If we give you a payment instrument on your account (i.e. use of online banking with a password, fund transfer and Bill pay etc you may separately agree spending limits with us for use of a particular payment instrument. If we give you such a payment instrument for your account, you must, as soon as you receive it, take all reasonable steps to keep its personalised security features safe. If the payment instrument is lost, stolen, misappropriated or used in an unauthorised manner, you should notify the Credit Union immediately at +(353) 01 830 5177 during office hours.

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 yourobligations 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) when you contact the credit union reporting their card/PINlost/stolen unless giving you that information would compromise our security or would be prohibited by law.

1. **Charges:** The credit union does not currently levy charges on any of the accounts that we offer. However, you shall be liable for any charges incurred by the credit union in relation to returned cheques and recalled standing orders/direct debits on your accounts. Charges incurred in this manner will be notified to you in writing on the business day that they are debited from your account. Details of these charges are available on request. These charges are incorporated by reference into this Framework 76 Information.
2. **Interest rates:** If an interest rate applies to your account, you are told this when you open your account and that interest rate is incorporated by reference into this Framework 76 information. You can obtain confirmation of that interest rate by contacting us as set out on page 1 above.
3. **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 that is determined by FEXCO international payments. The reference exchange rate will change daily (please ask for the current exchange rate at the time of the transaction) 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 and add a fixed amount of 1% commission and the total will be equalto the actual exchange rate that is used by us in the currency conversion plus 1% commission. You can find out the daily changes to the reference exchangerate by contacting us as set out on page 1 above.
4. **Giving you information:** If we need to give you information or notice of any matters relating to this Framework 76 Information, we will do so by placing a notice in writing in any credit union office and on our website unless we state otherwise herein. Such information or notice will be given to you promptly upon therequirement to do so arising.
5. **Copy of this Framework 76 Information:** For as long as you hold any account with us, you have the right to receive, at any time and on request by you, a copy of this Framework 76 information on paper or, if possible, by secure email.
6. **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**:
7. you will bear the loss of an unauthorised transaction on your account, up to a total of €150, if the unauthorised transaction resulted from

* the use of a lost or stolen payment instrument or
* your failure to keep the personalised security features of that payment instrument safe;

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

1. you will not bear any financial consequences resulting from the use of a lost, stolen or misappropriated payment instrument once you have notified us in accordance with this Framework 76 Information that it has been lost, stolen or misappropriated.
2. **Refunds of direct debits:** If a direct debit is taken from your account but:
3. your direct debit authorisation did not specify the exact amount of the payment; and
4. the amount of the payment exceeded the amount you could reasonably have expected taking into account your previous spending patterns, this Framework 76 Information and other relevant circumstances; and
5. you give us such factual information as we may require; and
6. you did not give us consent in advance to the direct debit being taken from your account; and
7. 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.

1. **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 betaken 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.
2. **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 correctexecution 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 beenin 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 tracethe transaction and notify you of the outcome.
3. **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 isat 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.
4. **Duration, changes and termination:** Your contract with us, as detailed in this Framework 76 Information, is of indefinite duration. If we want to change any part of this Framework 76 Information, we will give you at least two months’ written notice of the proposed change whererequired 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 monthperiod 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 notifyus in writing and you will be allowed to change your contract with us in relation to the account to which this Framework 76 Information relates immediately andwithout 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 havethe right to apply that changeimmediately and write to you soon afterwards confirming that change. We can change an exchange rate immediately and withoutnotice if that change is based upon the reference exchange rate agreed in this Framework 76 Information. You may terminate your contract with us in relationto the account to which this Framework 76 Information relates on one month’s notice in writing. We may terminate our contract with you in relation to the account to which this Framework 76 Information relates on giving you two months’ notice in writing.
5. **Governing law and language:** This Framework 76 Information shall be governed by and construed in accordance with the laws of Ireland, and all communicationbetween us and you during our contractual relationship shall be conducted in English.
6. **Redress**: If you have a complaint in relation to the matters governed by the Framework 76 Information, you may be able to refer your complaint to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 D02 Vh29, tel. (01) 567 7000, e-mail: [info@fspo.ie](mailto:info@fspo.ie).
7. **Consent**: By maintaining and/or carrying out transactions on this account, you explicitly consent to us accessing, processing and retaining personal data necessary for the provision of these payment services.
8. **Data Protection:** We are committed to protecting the privacy and security of your personal data. Our privacy notices describe how we collect and use personal data about you during and after your relationship with us. They also set out your rights in respect of your personal data. (Our Privacy Notices are available on our website or by request from our office).

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