



## MEMBERSHIP APPLICATION INFORMATION

### SECTION 1 - APPLICANT DETAILS

Please enter the details of the person who is applying for membership. Personal information is sought to comply with current legislative and regulatory requirements.

#### PPS NUMBER

We request your PPSN to comply with the Revenue requirements for DIRT reporting. Return of Payments (Banks, Building Societies, Credit Unions and Savings Banks) Regulations 2008 and the Credit Reporting Act 2013.

### SECTION 2 - INTRODUCER

This section is to be completed and signed by the Common Bond holder when a family member of the same household is applying for membership. The Common Bond holder is a member of St. Raphael's Garda Credit Union who is either:

- A member of An Garda Síochána (including sworn and staff members)
- Retired members of An Garda Síochána in receipt of a pension
- Student Gardaí
- Permanent staff of St. Raphael's Garda Credit Union Ltd

The common bond holder must be residing at the same address as the applicant with the exception of parents and grandparents.

### SECTION 3 - ACCOUNT PAYMENTS

To activate the account, a regular payment of at least €5 must be paid into the account. Please add your details to set up direct debit OR payroll deductions to be lodged into the account.

#### DIRECT DEBIT

By signing the direct debit mandate form in section 3, you authorise St. Raphael's Garda Credit Union to send instructions to your bank to debit your account in accordance with the instruction from St. Raphael's Garda Credit Union. As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. Your rights are explained in a statement that you can obtain from your bank

#### PAYROLL DEDUCTIONS

**Organisation Name: St. Raphael's Garda Credit Union Limited.**

By completing the payroll deduction form in section 3, you agree that such contributions will be paid to the above-named organisation on your behalf. Deductions shall continue to be made unless otherwise notified by the above-named organisation and that the rate of deductions may be changed from time to time by the above-named organisation. Beyond making remittance to the organisation concerned equivalent to the amount deducted, the State accepts no further responsibility in the matter. The ultimate responsibility for ensuring that the deductions have in fact been made rest with you, the member.

### SECTION 4 - DOCUMENTS REQUIRED

The Criminal Justice Act, 2010 - 2013 places a statutory obligation on St. Raphael's Garda Credit Union Ltd. to take reasonable measures to establish the identity of any person prior to the establishment of a business relationship with that person, and on an ongoing basis thereafter. To comply with these requirements, you must provide proof of identification with Date of Birth, Proof of Address and proof of PPSN. Spouses and Civil Partners must provide a copy of their Marriage/Civil Partnership Certificate.

**Partners and cohabitants** are required to complete a Certificate of Co-habitation Form, which can be found on the St. Raphael's Credit Union website, based on Section 172(2) of the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010.

### SECTION 5 - PREFERENCES AND DECLARATION

#### OVER-THE- PHONE AUTHORISATION

TO: ST. RAPHAEL'S GARDA CREDIT UNION LIMITED (the 'Credit Union')

1. I refer to my St. Raphael's Garda Credit Union account (s) and mandate on page 1 (hereinafter referred to as "the Mandate") between the Credit Union and myself governing the operation of my account(s) with the Credit Union.
2. Notwithstanding the terms of the mandate or of any future mandate or other agreement or course of dealing between the Credit Union and myself, I hereby request and authorise the Credit Union (but do not oblige the Credit Union) to rely upon and act in accordance with any instruction or communication which may from time to time be or purport to be given by telephone, facsimile or electronic transmission by myself to the Credit Union in relation to the operation of my account(s) with the Credit Union.
3. The Credit Union shall be absolved of any and all responsibility for any loss or liability of any nature (direct or indirect) suffered by me as a result of any error in transmission of any telephone, facsimile or electronic instruction or communication or as a result of the Credit Union acting on any telephone, facsimile or electronic instruction or communication that the Credit Union believes in good faith to have been made by me and the Credit Union is authorised to act without further enquiry upon any telephone, facsimile or electronic instruction or communication believed in good faith by the Credit Union to be an instruction or communication so given or made and no claim of whatsoever nature shall arise against the Credit Union in relation to its actions on foot of any such instruction or communication.
4. The terms of this Authority and Indemnity shall remain in full force and effect unless and until the Credit Union receives (and has reasonable time to act upon) a note of termination from me in writing terminating the terms of this Authority and Indemnity from the date of such note of termination or a specified future date save that such note of termination will not release me from my liability under this Authority and Indemnity in respect of any act performed by the Credit Union in accordance with the terms of this Authority and Indemnity prior to the expiry of such specified date.
5. Any electronic transmissions will be sent only to the email address provided above.

## PRIZE DRAW TERMS & CONDITIONS

1. Each draw is open to the members of St. Raphael's Garda Credit Union Limited ("the Credit Union"), provided that each member makes the full subscription to the relevant draw and is over 18 years of age when the draw takes place. Any staff member who is directly involved with the operation of the prize draw is not entitled to be a participant.
2. Participants in the Draw will subscribe, in advance, to the Draw at the following respective rates, with all participants being recorded on our system:
  - a. Where the subscription is made by deduction from weekly payroll... €1.50 per week
  - b. Where the subscription is made otherwise than by deduction from weekly payroll... €6.50 per month:
    - i. Members who have paid their contribution within the 30 days (31 days depending on month) before the draw is run are included in the draw.
    - ii. Members who notify us in writing to leave the draw are excluded 30 days from last payment therefore would be included in a draw should it take place within the 30 days following their final payment.
3. The Prize Draw is funded directly by member subscriptions and is operated on a break-even basis with all member subscriptions being disbursed as prizes. St. Raphael's Garda Credit Union do not make any contributions to the Prize Draw fund.
4. The funds for the relevant Draws will be accounted for separately from the funds arising from the usual functioning of the Credit Union and the operation of the Prize Draw will be subject to periodic review as deemed necessary by Internal and/or External Audit.
5. Prizes will be cash prizes and such other prizes as the Board of Directors of the Credit Union from time to time determines, having regard to the extent of the prize fund available from the subscriptions to the Draw and after deductions for expenses. Participants shall be notified from time to time of the prizes available and any variation in the extent of such prizes via the St. Raphael's Garda Credit Union website.
6. All prize winners will be notified of their win via phone call and subsequently a letter will be sent to the member confirming details of their prize.
7. Prizes for the Draw shall be supplied by such company or supplier as the Board of Directors of the Credit Union may in its absolute discretion from time to time determine.
8. The Credit Union will not be liable, nor will it accept any liability, whatsoever arising, for any defects, mechanical or otherwise, in any of the prizes.
9. The Board of Directors of the Credit Union will in its absolute discretion from time to time determine the following: (a) The prizes to be won in each Draw; (b) The frequency of Draws; and (c) The date and location of each Draw.
10. Participants agree to have their name and county published on St Raphael's website and social media sites.
11. Each participant is limited to winning one prize in each Draw.
12. Every participant in each Draw who is deemed to be a winner of a prize in the Draw and who, at the time of such winning, is in arrears in any payments due by him/her to the Credit Union in any manner whatsoever (including in respect of any joint account and including any arrears due as a guarantor), shall not be entitled to claim or receive such prize unless and until all such payment arrears have been discharged in full.
13. Participants in the relevant Draws shall be bound by these Rules and participation in the Draws includes acceptance of these Rules;
14. The Board of Directors of the Credit Union will interpret these Rules and any other matters arising out of the operation of their relevant Draws.
15. Any dispute or difference about the interpretation of these Rules or arising in connection with, out of, or under these Rules or from the operation of the relevant Draws, shall be dealt with in accordance with the procedures specified in the Appendix to these Rules.
16. These Rules (including the subscription rates specified in Rule 2) may be amended from time to time by the Board of Directors and participants shall be notified of any amendments in a manner deemed acceptable by the Credit Union.

## APPENDIX

### PROCEDURES FOR DEALING WITH DISPUTES

Any dispute or difference about the interpretation of the Rules for the Prize Draws or arising in connection with, out of, or under those Rules or from the operation of the relevant Prize Draws shall be dealt with in accordance with the following procedures:

1. The dispute or difference shall be referred to an officer or officers of the Credit Union appointed by the Board of Directors of the Credit Union whose duty it shall be to discuss the matter with the relevant member or members who are in dispute with the Board of Directors of the Credit Union or other relevant authority involved in operating the Prize Draws and, where possible, to resolve the dispute or difference.
2. If, following discussion under the procedures at (1) above, the dispute or difference is not resolved to the satisfaction of the relevant member or members, any such dispute or difference which arises or occurs between any of the relevant parties in relation to anything or matter arising under, out of, or in connection with the interpretation of the Rules for the Prize Draws or from the operation of the Prize Draws shall be determined by an Arbitrator appointed by the Chartered Institute of Arbitrators – Irish – Branch in accordance with the provisions of the Arbitration Act 2010 (as amended, extended or replaced from time to time).

## COMMUNICATIONS

You can update your preferences at any time by contacting us by letter. Please note, the Credit Union may still contact you where there is a legal or legitimate interest basis for that contact

## TAX RESIDENCY

\*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 in accordance with applicable data protection laws. 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>

## DATA PRIVACY

Note: The details provided in this application form together with any other information that is furnished to us in connection with this application will be retained and processed by St. Raphael's Garda Credit Union Limited in accordance with the Privacy Notice which is included with this application form.

## SECTION 6 - FORM OF NOMINATION

A nomination is an instruction whereby a member nominates a beneficiary to receive their property in the credit union upon their death. Property includes shares, deposits, loans and insurance proceeds. By completing a form of nomination, it enables your family to have access to your funds without having to wait for legal matters, such as Grant of Probate, to be sorted first. The maximum amount payable is €23,000. Any balances exceeding €23,000 will form part of your estate.

## RETURN YOUR APPLICATION FORM TO:

Membership  
St Raphael's Garda Credit Union  
FREEPOST DN7079  
1 – 2 Fox & Geese,  
Naas Road, Dublin 22

# St. Raphael's Garda Credit Union Limited

## Data Privacy Notice

This Data Privacy Notice is effective as and from 11 November 2019

### 1. Introduction

The purpose of this Data Privacy Notice is to explain how St. Raphael's Garda Credit Union limited (the "Credit Union", "we", "us" and "our") may process your personal information.

A Data Privacy Notice is a document that every organisation who controls and processes personal information must make available. This Data Privacy Notice (together with our Cookies Policy) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. It details how we collect, use, disclose, transfer and store your personal information.

This Data Privacy Notice may be updated from time to time and the current version of this Data Privacy Notice shall be displayed on our website. Such amendments will not be made retrospectively.

We will always comply with the General Data Protection Regulation 'GDPR' when dealing with your personal data. Further details on the GDPR can be found at Office of the Data Protection Commissioner's dedicated GDPR website ([gdprandyou.ie](http://gdprandyou.ie)).

For the purposes of the 'GDPR', we will be the "controller" of all personal data which we hold about you. You can find our contact details at the end of this Data Privacy Notice.

If you are providing personal information on behalf of a third party, you must ensure that the third party receives a copy of this Data Privacy Notice before their personal information is shared with us (e.g. minors).

### 2. Why do we collect and use your personal information?

We gather and process your personal information for a variety of reasons and rely on a number of different legal basis to use that information. For example, we use your personal information to process your membership application, to help administer your accounts and services, to ensure we provide you with the best service possible, to prevent unauthorised access to your account and to meet our legal and regulatory obligations, further details are set out in this document.

#### 2.1. To comply with a legal obligation

We are required to process your personal information to comply with certain legal obligations, for example:

- to report and respond to queries raised by regulatory authorities, law enforcement and other government agencies such as the Central Bank of Ireland and An Garda Síochána;
- to comply with tax regulations that require us to report the tax status of our members;
- to verify the personal information provided to us in order to meet our legal and compliance obligations, including to prevent money laundering, tax evasion, financing of terrorism and fraud;
- to supply information to the Central Credit Register and in the event you apply for a loan, to perform credit checks with the Central Credit Register to determine your borrowing options and repayment capacity;
- to co-operate with and provide information requested to legal and/or regulatory authorities in the context of investigations or proceedings;
- to keep records of communications and member account activities;
- to maintain a register of members of the Credit Union;
- to administer our internal operational requirements (including credit, compliance and risk management, system development, staff training, accounting and for audit purposes);
- to communicate certain information to you such as providing notice of the AGM;
- to undertake systems testing, maintenance and development in order to ensure network and information security.

#### 2.2. To enter into and perform a contract with you for the services which you require

In order to consider your application for membership of the Credit Union and to process any product/service applications you may make, we have to gather and process some personal information.

Examples of processing include the administration of accounts, payments, deposits, lending and credit decisions. As part of this process, we may be required to pass some personal information to an intermediary or counter-party (e.g. if you perform a payment transaction, we pass information on the transaction to the payee concerned).

### 2.3. To enable the Credit Union to function as a business

In certain circumstances, we process your personal information on the basis of the legitimate interests of the Credit Union. In doing so, we ensure that the impact of the processing on your privacy is minimised and that there is a fair balance between the legitimate interests of the Credit Union and your privacy rights.

Examples of situations in which your personal information is processed based on our legitimate interests, include:

- to keep records of communications and record telephone calls in order to evidence what has been discussed and keep a record of your instructions and to prevent or detect crime;
- to tell credit reference and credit registration agencies about your dealings with us including details of your credit facilities and your credit history with us. To search for details of your credit history and information at credit bureaus/agencies;
- to perform research and analysis aimed at improving our products, services and technologies;
- to establish, exercise and safeguard our rights, including where necessary to take enforcement action and to respond to claims made against the Credit Union;
- to collect due and outstanding debt which may involve passing your personal information to debt collection agencies;
- to inform you about services, products or special offers we may introduce from time to time. You can opt out of receiving this information by contacting us in writing at the below address.

### 2.4. Where you have provided consent

In the event that you apply for a loan, we may require certain sensitive personal information on your health. You will be asked for your consent to process this type of sensitive personal information. You do not have to provide this information but it may not be possible to provide you with the loan requested if you do not.

## 3. What personal information we collect about you

The information we hold about you can vary depending on the accounts and services you use. This includes personal information which you give to us when you are applying for membership or applying for a new account or service. It also includes personal information we collect automatically, for instance, your IP address, the date and time you access our services when you visit our website, and personal information we receive from other sources like credit referencing agencies. The personal information we collect about you may include:

- home address, date of birth, full name, marital status, place of birth, identification documents, garda number, number of dependents, home ownership status, telephone number, email address, signature, eligibility for membership, details of income and source of wealth, nationality and tax identification number;
- details of employment status and occupation;
- sensitive personal information concerning your health;
- information on power of attorney or wardship appointments;
- information obtained from third parties such as credit reference agencies or business information providers;
- information that we gather from publicly available sources such as biographies held on the Internet;
- recordings of calls between you and employees of the Credit Union;
- closed circuit television may be used in and around our premises for the purposes of security and preventing crime, therefore we may have images of you captured by our CCTV cameras;
- information relating to member transactions (such as dates, amounts, currencies, payer and payee details);
- information we learn about you from the way you operate our services and use our website.

## 4. How the personal information is collected

We collect personal information from a number of sources, including:

- information we receive directly from you or from a person acting on your behalf;
- information we obtain from third parties such as credit reference, debt recovery or fraud prevention agencies, which may have originated from publicly accessible sources;
- information that we gather from publicly available sources such as the Internet.

## 5. How we use Cookies

We may obtain information about your general internet usage by using a cookie file which is stored on your browser or the hard drive of your computer. Cookies are small pieces of information, stored in simple text files, placed on your computer by a website. Cookies can be read by the website on your subsequent visits so that you can access information in a faster and more efficient way. The information stored in a cookie may relate to your browsing habits on the web page, or a unique identification number so that the website can "remember" you on your return visit. Generally speaking, cookies do not contain personal data from which you can be identified, unless you have separately furnished such information to the website. Some of the cookies we use are essential for the website to operate. For more information on how to manage cookies, including how to disable cookies please visit: [www.aboutcookies.org](http://www.aboutcookies.org).

## 6. Who we share your personal information with

We share your personal information with trusted third parties who perform important functions for us based on our instructions and apply appropriate confidentiality and security measures, for example:

- a. our legal and professional advisers such as auditors and external legal counsel;
- b. any sub-contractors, agents or service providers engaged by the Credit Union (including their employees, directors and officers), such as back up and server hosting providers, IT software and maintenance providers, document storage providers and suppliers of other back office functions;
- c. credit reference, debt recovery or fraud prevention agencies;
- d. payment recipients and other financial institutions, including insurance providers;
- e. guarantors;
- f. joint account holders.

We may also share your personal information with any third parties to whom you have instructed us to share your information with.

We are required to co-operate by law with Irish and EU regulatory and enforcement bodies such as the Central Bank of Ireland, An Garda Síochána, the courts, fraud prevention agencies or other bodies. We are also required to report personal and account information to Irish Revenue for interest reporting, CRS and FATCA purposes.

We may disclose personal information relating to our members to any third party in the event of a transfer or merger (or potential transfer or merger) of the Credit Union.

The people and organisations that we may share your personal information with may be located in a country that does not have data protection laws which provide the same level of protection as the laws in Ireland. Some countries already have adequate protection for personal information under their applicable laws. In other countries safeguards will be applied to maintain the same level of protection as the country in which the products and services are supplied. These safeguards may be contractual agreements with the overseas recipient or it may require the recipient to subscribe to international data protection frameworks. The Credit Union will always ensure safeguards (i.e. appropriate contractual clauses) are in place transferring any personal data to third countries. For more information about the European Commission's decision on the adequacy of the protection of personal information in countries outside the EEA, please visit: [https://ec.europa.eu/info/law/law-topic/data-protection\\_en](https://ec.europa.eu/info/law/law-topic/data-protection_en)

## 7. Is providing your personal information obligatory?

We are unable to enter into or administer the relationship with you without some personal information about you. In cases where providing your personal information is optional we will make this clear.

## 8. Updates to your personal information

If any of the personal information you have given to us should change, such as your contact details, please inform us without delay. Similarly, if we have collected personal information about you that you consider to be inaccurate, please inform us. Our contact details are below.

## 9. How long we keep your personal information for

We need to keep/store your personal information for as long as necessary to fulfil the purposes for which it was collected (as described above). Even when you close your account with us, we must retain some of your personal information in order to comply with legal and regulatory requirements. The criteria we use to determine data retention periods for your personal information includes the following:

- retention in accordance with legal and regulatory requirements. We will retain some of it after our agreement with you has come to an end, based on our legal and regulatory requirements;
- retention in case of queries. We will retain some of it in case of queries from you (for instance, if you submit an application for a product or service and if that is unsuccessful);
- legal disputes or some other type of dispute with another person or each other.

## 10. Your rights under data protection laws

You have several enhanced rights in relation to how we use your information including the right to:

- be informed how we use your personal information, access your information and receive copies of your information;
- request that inaccurate/incomplete information is corrected and updated;
- in certain circumstances have your information deleted or our use of your data restricted;
- withdraw consent at any time where processing is based on consent. If you withdraw your consent, it will not affect the lawfulness of processing based on your consent before it is withdrawn;
- exercise the right to data portability (e.g. obtain a copy of your information which we hold and transfer to another provider);
- object to use of your personal data for direct marketing purposes.

In addition, you have the right to complain to the Office of the Data Protection Commissioner which has enforcement powers and can investigate compliance with data protection laws. If you wish to exercise any of these rights you can contact us using the details below.

## 11. Updates

This Data Privacy Notice may be updated from time to time and the current version of this Data Privacy Notice shall be displayed on our website.

## How to Contact Us

If you have any questions about this privacy notice or your personal information, please contact:  
Data Protection Officer, St. Raphael's Garda Credit Union Limited, 1-2 Fox & Geese, Naas Road, Dublin 22 or  
enquiries@straphaelscu.ie



DEPOSIT GUARANTEE SCHEME - DEPOSITOR INFORMATION SHEET

Basic information about the protection of your eligible deposits

Eligible deposits in St Raphael's Garda Credit Union Limited are protected by:	the Deposit Guarantee Scheme ("DGS") (1)
Limit of protection:	€100,000 per depositor per credit institution (2)
If you have more eligible deposits at the same credit institution:	All your eligible deposits at the same credit institution are 'aggregated' and the total is subject to the limit of €100,000 (2)
If you have a joint account with other person(s):	The limit of €100,000 applies to each depositor separately (3)
Reimbursement period in case of credit institution's failure:	20 working days (4)
Currency of reimbursement:	Euro or, for branches of Irish banks operating in another member state of the EEA, the currency of that member state.
To contact St. Raphael's Garda Credit Union Limited for enquiries relating to your account:	St. Raphael's Garda Credit Union Limited 1-2 Fox & Geese Naas Road Dublin 22  Tel: 0818 247365 or 01-4273900 Fax: 01-6856718 Email: <a href="mailto:enquiries@straphaelscu.ie">enquiries@straphaelscu.ie</a> Web: <a href="http://www.straphaelscu.ie">www.straphaelscu.ie</a>
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: 0818 681 681 Email: <a href="mailto:info@depositguarantee.ie">info@depositguarantee.ie</a>
More information:	<a href="http://www.depositguarantee.ie">www.depositguarantee.ie</a>

## Additional Information

### (1) Scheme responsible for the protection of your deposit

Your deposit is covered by a statutory deposit guarantee scheme. If insolvency should occur, your eligible deposits would be repaid up to €100,000.

### (2) 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 the DGS. This repayment covers at maximum €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 €90,000 and a current account with €20,000, he or she will only be repaid €100,000.

### (3) Limit of protection for joint accounts

In case of joint accounts, the limit of €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 €100,000.

In some cases eligible deposits which are categorised as "temporary high balances" are protected above €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 at [www.depositguarantee.ie](http://www.depositguarantee.ie)

### (4) 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 eligible deposits (up to €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 the Deposit Guarantee Scheme. Exceptions for certain deposits are stated on the website of the 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.



# 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).

St. Raphael's Garda Credit Union Limited is regulated by the Central Bank of Ireland

## Contact details for the Central Bank of Ireland:

Address: PO Box 559, New Wapping Street, North Wall Quay, Dublin 1.  
Telephone: +353 1 224 6000  
Fax: + 353 1 671 5550  
Website: [www.centralbank.ie](http://www.centralbank.ie)

## Contact details for the St. Raphael's Garda Credit Union:

Address: 1- 2 Fox & Geese, Naas Road, Dublin 22.  
Telephone: 0818 247365 or + 353 1 4273900  
Fax: + 353 1 6856718  
Email: [enquiries@straphaelscu.ie](mailto:enquiries@straphaelscu.ie)  
Website: [www.straphaelscu.ie](http://www.straphaelscu.ie)  
Register Number: 55 CU  
Sub office details: Garda College, Templemore, Co. Tipperary. (Monday to Thursday)

Our Business Days are as follows:  
Monday to Saturday inclusive.  
While our offices are open for business Monday to Saturday inclusive, business days for the purpose of the regulation are Monday to Friday, excluding public holidays

## YOUR ACCOUNT

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

St Raphael's Garda Credit Union Limited offers accounts to its members with the following capabilities.

Lodging and withdrawing funds; transferring funds internally to other accounts; acceptance of funds transferring into and out of member's accounts by standing order / direct debit; electronic fund transfers in and out of a members account; payment of utility/bill from a member's account; transacting business online and operating budget accounts.

### 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 IBAN and BIC, 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, sending email / fax or calling into our offices up to close of business on the Business Day before the funds are to be debited from your account. In exceptional cases, we may allow you to withdraw your consent after the times specified above, but our specific agreement will be required and we will not be obliged to do this.

### 2. Cut-off times:

When we are given an order in relation to a payment on your account, we must be given that order before 11.50 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:

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 so.

### 4. Payment instruments:

If we give you a payment instrument for your account, you must, as soon as you receive it, take all reasonable steps to keep its personalised security features credentials safe. If the payment instrument is lost, stolen, misappropriated or used in an unauthorised manner, you should notify us by telephone, email, in writing or calling our office, as soon as you become aware.

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

- the security of the payment instrument;
- if we suspect that it is, or has been, used in an unauthorised or fraudulent manner;
- (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
- our legal and regulatory obligations, including our national and European Union obligations.

If we block your use of a payment instrument, we will tell you about it (and the reasons for it) by telephone, email or post or text unless giving you that information would compromise our security or would be prohibited by law. You may request that we unblock the payment instrument and we will do so, or replace the payment instrument, once the reason for blocking no longer exists.

### 5. Charges:

We only levy a limited number of charges in connection with the accounts we offer. They are as follows:

- Non payment of direct debit collection incurs a charge of €4.50.

### 6. Interest rates:

If an interest rate applies to your account, you are told this when you open your account and that interest rate is incorporated by reference into this Framework Contract. You can obtain confirmation of that interest rate by contacting us as set out above.

### 7. Exchange rates:

If any payment on your account (including a withdrawal by you from your account) involves a currency conversion being made by us, we will use a reference exchange rate, provided by our exchange rate provider FEXCO (the 'reference exchange rate'). The reference exchange rate will change daily 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 provided by FEXCO, and the total will 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.

#### **8. Giving you information:**

If we need to communicate with you, give you information or notice of any matters relating to this Framework Contract, we will do so in writing or by placing a notice in our office and on our website. Such information or notice will be given to you promptly upon the requirement to do so arising. You may request that we provide or make available to you certain information (prescribed by law) relating to individual payment transactions executed on your account at least once a month and free of charge, in a manner that allows you to store and reproduce the information unchanged.

#### **9. Copy Framework Contract:**

As long as you hold this account with us, you have the right to receive, at any time and on request by you, a copy of this Framework Contract on paper or, if possible, by secure email.

#### **10. Unauthorised transactions:**

If you become aware of a transaction on your account that is unauthorised or incorrectly executed or if your payment instruction is lost, stolen or misappropriated, you must tell us without undue delay and in any event, within thirteen months of such a transaction being debited from your account. You will be entitled to rectification from us if that transaction was unauthorised or incorrectly executed. If the transaction was unauthorised, we will refund the amount of it to you and, if necessary, restore your account to the state that it would have been in if the unauthorised transaction had not taken place provided that:

- (a) you will bear the loss of an unauthorised transaction on your account, up to a total of €50, if the unauthorised transaction resulted from the use of a lost, stolen or misappropriated payment instrument unless (1) the loss, theft or misappropriation was not detectable to you prior to the payment and you have not acted fraudulently or (2) the loss was caused by actions or lack of action by us or any of our employees, agents or third parties acting on our behalf.
- (b) you will bear all losses relating to an unauthorised transaction on your account if you incurred those losses by acting fraudulently or by failing, intentionally or with gross negligence, or if you failed to take all reasonable steps to keep the payment instruction and personalised security credentials safe, to use the payment instruction in accordance with any terms that we tell you are applicable to it, and to notify us without undue delay of it being lost, stolen, misappropriated or used in an unauthorised manner.
- (c) so long as you have not acted fraudulently, you will not bear any financial consequences resulting from the use of a lost, stolen, or misappropriated payment instruction once you have notified us in accordance with this Framework Contract that it has been lost, stolen or misappropriated.
- (d) if we have not required strong customer authentication, in accordance with applicable legal or regulatory standards, you will not bear any financial losses unless you have acted fraudulently.

#### **11. Refunds of direct debits:**

If a direct debit is taken from your account but:

- (a) your direct debit authorisation did not specify the exact amount of the payment; and
- (b) the amount of the payment exceeded the amount you could reasonably have expected taking into account your previous spending patterns, this Framework Contract and other relevant circumstances; and
- (c) you give us such factual information as we may require; and
- (d) you did not give us consent in advance to the direct debit being taken from your account; and
- (e) neither we nor the beneficiary of the direct debit made information available to you about the transaction at least four weeks before the debit date, then you may request a refund from us of that direct debit for an eight week period following the debit date. We will then have ten Business Days to refund you, or give you reasons for our refusal to refund you and your right to refer the matter to the Financial Services and Pensions Ombudsman, see clause 17 for further details.

#### **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. If we refuse to execute a payment transaction we will provide the reasons to you and the procedure for correcting any factual mistakes that may have led to the refusal unless prohibited by law or regulatory requirements.

#### **14. Our liability if you receive a payment 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 Framework Contract, is of indefinite duration. If we want to change any part of the information provided herein which is required by Regulation 76 (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 you do not notify us within that two month period that you do not accept the proposed change, you will be deemed to have accepted it. If you do not want to accept the proposed change, you must notify us in writing and you will be allowed to terminate your contract with us in relation to the account to which this Framework Contract relates immediately, having discharged any outstanding amounts due 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 Framework Contract. You may terminate your contract with us in relation to the account to which this Framework Contract relates on one months' notice in writing. We may terminate our contract with you in relation to the account to which this Framework Contract relates on giving you two months' notice in writing.

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

This Framework Contract shall be governed by and construed in accordance with the laws of Ireland, and all communication between us and you during our contractual relationship shall be conducted in English.

#### **17. Redress:**

If you have a complaint in relation to the matters governed by this Framework Contract, you can write to us and we will deal with your complaint in accordance with our obligations under the Regulations. If you are not satisfied with the outcome of this internal process, you may be able to refer your complaint to the Financial Services and Pensions Ombudsman. Contact details are as follows:

Financial Services and Pensions Ombudsman Bureau,  
Lincoln House, Lincoln Place, Dublin 2.  
Tel. (01) 567 7000, E-mail: info@fspo.ie