

**EUROPEAN COMMUNITIES (PAYMENT SERVICES) REGULATIONS 2009 (the “Regulations”)
Revised under Payment Services Directive (Directive (EU) 2015/2366) (PSD2) 13th January 2018**

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

Termonfeckin Credit Union Limited Credit Union Limited is regulated by the Financial Regulator.

Contact details for the Financial Regulator are:

Address:	New Wapping Street	Telephone:	890 777 777
	North Wall		01 224 5800
	Dublin	Website:	www.centralbank.ie

CONTACT DETAILS FOR TERMONFECKIN CREDIT UNION LIMITED

Address: **Big Street, Termonfeckin, Co Louth**
Telephone/Fax: **041 9822095**
Email: **manager@termonfeckincu.ie**
Website: www.termonfeckincu.ie

Register Number: **90**


Our Business Days are as follows:

Monday & Tuesday	11.00 - 12.00
Thursday	18.00 – 20.00
Friday	14.00 – 16.00 and 1800 – 20.00

YOUR ACCOUNT

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

- ✓ Lodging and withdrawing fund
- ✓ Transferring funds internally to other accounts
- ✓ Acceptance of funds transferred into a member’s account by standing order

1. **Charges:** We only levy a limited number of charges in connection with the accounts that we offer. Details of these charges are available on request. These charges are incorporated by reference into this Regulation 53 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 Regulation 53 information. You can obtain confirmation of that interest rate by contacting us as set out above.
3. **Exchange rates:** There is no facility to take payments on your account including a withdrawal by you from your account which involves a currency conversion being made by us.
4. **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. We will give notice on our website www.termonfeckincu.ie and  Termonfeckin Credit Union. Such information or notice will be given to you promptly upon the requirement to do so arising.
5. **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.
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:**

- (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 (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 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.

7. **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.
8. **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.
9. **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
10. **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)6620890, E-mail: enquiries@financialombudsman.ie.