

Account Number:

Dubco Credit Union Limited

Main Office: Little Green Street, Dublin 7

Sub Office: Malahide Road, Coolock, Dublin 5 (for Mondelez employees only)

Tel: 01 887 0400 Fax: 01 887 0499 Email: info@dubco.ie Website: www.dubco.ie




PLEASE ENSURE YOU HAVE INCLUDED 1 DOCUMENT FROM EACH OF THE LISTS BELOW

LIST 1	LIST 2	LIST 3
Proof of ID – must be within date	Proof of Address – must be dated within the last 6 months	Proof of PPS Number
Passport	Utility Bill / Confirmation of Insurance Letter (Home/Car)	P60, P45, P21, Payslip
Driving Licence / Driver Qualification Card	Statement from Bank/Building Society /Credit Union (not Dubco)	PAYE Notice of Tax Credits
EU National Identity Card (EU Country)	Revenue Commissioners Correspondence	Correspondence from Revenue Quoting PPS Number
National Age Card issued by An Garda Síochána	Document issued by Government Department showing your address and your PPS number	Medical Card, Drugs Payment Scheme Card, E111 Card
Firearms Certificate	Voter Polling Card	

Please use ID-Pal to upload your ID, proof of address & PPS number

Install the ID-Pal app on your smartphone which you can do by:

Scanning the QR code -  or going to this page on our website - www.dubco.ie/join and clicking on the ID-Pal button

SECTION 1 - APPLICANT DETAILS

APPLICANT 1

Name PPSN

Home Address Home Phone

Mobile Phone

Date of Birth Dubco member number (if any)

Employment Details - A copy of your payslip may be required (if applicable) as proof of Common Bond*

Employer Name Occupation

Employer Address

From where do you derive your wealth? E.g. employment, savings, investments etc. (the source of wealth)

For what purpose do you require the account? E.g. savings, loans, budgeting etc. (the business relationship)

APPLICANT 2

Name PPSN

Home Address Home Phone

Mobile Phone

Date of Birth Dubco member number (if any)

Employment Details - A copy of your payslip may be required (if applicable) as proof of Common Bond*

Employer Name Occupation

Employer Address

From where do you derive your wealth? E.g. employment, savings, investments etc. (the source of wealth)

For what purpose do you require the account? E.g. savings, loans, budgeting etc. (the business relationship)

SECTION 2 - DECLARATIONS

Please tick the relevant box below:

APPLICANT 1

APPLICANT 2

Are you a Politically Exposed Person or a close associate or family member of a Politically Exposed Person*

Yes No

Yes No

If you believe you are or may be a politically exposed person, or an associate or family member of one, please explain why

I confirm I am and will be the **Beneficial Owner** of the funds in the account*

Yes No

Yes No

If you ticked 'No', please explain why below and give the name and address of the Beneficial Owner

I confirm that I am a **Tax Resident in the Republic of Ireland Only***

Yes No

Yes No

If you ticked 'No', please give the **Tax Identification Number & Country of Tax Residence below (proof of TIN will be required)**

Tax Identification Number

Tax Identification Number

Country of Tax Residence

Country of Tax Residence

I acknowledge receipt of the Depositor Information Sheet*

Yes No

Yes No

I acknowledge receipt of the European Union (Payment Services) Regulations 2018 Sheet*

Yes No

Yes No

SECTION 3 - MARKETING & OTHER PREFERENCES

MARKETING

From time to time, the Credit Union may wish to use your details to inform you of goods and/or services which may be of interest to you.

We consent to the Credit Union informing me of their goods or services that may be of interest to me by:

SMS
Opt In Opt Out

Email
Opt In Opt Out

Telephone
Opt In Opt Out

OTHER PREFERENCES

Please tick the relevant box below:

Please include me in the Monthly Members' Draw (currently €4.25 per month**)

Yes No

Please include me in the Death Benefit Insurance (DBI) Scheme (currently €3.00 per month**)

Yes No

We wish to avail of Online Access via the web and the mobile banking app

Yes No

We wish to receive Quarterly Statements via internet banking

Yes No

We wish to receive an Annual e-AGM Notification (notification of AGM & motions via online services)

Yes No

Were you a member of Dubco previously?

Yes No

*Please see the Member Information Pack for further information

**At time of printing - subject to change (The Death Benefit Insurance Scheme cost is voted upon at the AGM annually)

- I understand that under the General Data Protection Regulation (GDPR), my consent may be required for the Credit Union to process personal data that 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 GDPR, 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.

ACCOUNT MANDATE

(A) The applicant(s) authorised to operate the account (other than with respect to loans), is:

Please tick one of the following:

i) **One applicant** only (Print Name):

ii) **Either applicant** (necessary if you wish to use online banking):

iii) Only by the signatures of **all applicants**:

(B) The only person entitled to vote in respect of the account is:

Print Name

Note: Where the Board of Directors is satisfied, after considering medical evidence, that an applicant who is incapable by reason of a mental or physical condition to manage and administer the property in the account, the responsibility shall pass to the alternate applicant.

Applicant 1 Signature

Date

Applicant 2 Signature

Date

SECTION 4 - SIGNATURES

- For the avoidance of doubt, this is not an application for credit as defined by the Consumer Credit Act, 1995. However, the information contained in this application together with the Dubco Consents to use and disclosure for the purposes of (i) the General Data Protection Regulation (GDPR) (Data Protection Acts 1988-2018) and s.71, Credit Union Act, 1997, and (ii) the Irish Credit Bureau and any other Credit Institution, may be used in conjunction with any and all future applications for Credit Facilities from Dubco Credit Union Limited the Members may submit.
- Type of Account Opened: Members should be aware that the Account opened will be treated as a 'Special Share Account'. This means that the dividend due on this account will be credited net of DIRT (Deposit Interest Retention Tax) by the Credit Union. The tax applied will be the prevailing rate.
- The Payment Services Information / 'Regulation 76 Information' / 'The European Union (Payment Services) Regulations 2018' sets out the terms and conditions relating to electronic payments to and from Dubco accounts, including Share Accounts, Deposit Accounts, Loan Accounts and Budget (Bill Payment) Accounts.
- I hereby apply for membership of and agree to abide by the rules of Dubco Credit Union Limited and declare that the information given by me on this form is true and correct to the best of my knowledge. I understand that any false or misleading information given by me in connection with my application for membership with the Credit Union may result in termination of my membership, apart from any other legal sanctions that may apply.
- I confirm I will notify the Credit Union in writing of any changes in the information which I have provided and any other relevant/material information of which I may become aware at any time after the date of this Declaration.
- I have read and understand this Membership Pack.

Applicant 1 Signature

Date

Applicant 2 Signature

Date

IF YOU QUALIFY FOR MEMBERSHIP BECAUSE OF A FAMILY RELATIONSHIP TO A FULL MEMBER, THAT FULL MEMBER MUST SIGN BELOW (a full member is someone who qualifies for membership through their employment within the Common Bond* of Dubco Credit Union)

I confirm that the applicant is a member of my family and I propose that s/he becomes a member of Dubco Credit Union Limited. (Dubco may contact me to verify the relationship) I understand that I may be required to update my proof of identity documents.*

Signature of existing full member

Membership/Pay number

Relationship to the applicant

Name of applicant you are related to

SECTION 5 - AUTHORITY AND INDEMNITY FOR TELEPHONE OR ELECTRONIC INSTRUCTIONS

(This allows us to take instructions from you in relation to your account by phone or email)

APPLICANT 1

Instructions by email will only originate from one of the following email addresses:

Personal/Work Email

Should I require you to transfer money from my Dubco account to my bank account by Electronic Funds Transfer, the following details are those I shall confirm when I instruct Dubco Credit Union Limited to do the transfer:

Bank & Address

Name on the Account

BIC

IBAN

APPLICANT 2

Instructions by email will only originate from one of the following email addresses:

Personal/Work Email

Should I require you to transfer money from my Dubco account to my bank account by Electronic Funds Transfer, the following details are those I shall confirm when I instruct Dubco Credit Union Limited to do the transfer:

Bank & Address

Name on the Account

BIC

IBAN

1. I refer to my Dubco account (s) and mandate (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.
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's acting on any telephone, facsimile or electronic instruction or communication 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.
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 save that such 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 time.

Dubco Credit Union Limited reserves the right to request you to attend their office in person for such purposes and requirements as may be deemed necessary by Dubco Credit Union Limited.

Applicant 1 Signature

Date

Applicant 2 Signature

Date



SECTION 6 - HOW TO FUND YOUR NEW DUBCO ACCOUNT

Once off

A member of our staff will contact you to arrange a lodgement to your new account; e.g. counter lodgement, card payment, EFT, etc.

OR

Ongoing

Payment by:

Direct debit

Payroll deduction

If you ticked payroll deduction, enter your pay number here

Frequency:

Weekly

Fortnightly

Monthly

HOW MUCH WOULD YOU LIKE PAID INTO YOUR DUBCO ACCOUNT?

Total amount

€

Allocated as follows:

Special share account

€

Monthly members' draw

€

Other

€

Account of another family member

€

(if applicable, provide the member number for this account)

DIRECT DEBIT MANDATE - only complete if direct debit ticked above (signature below confirms mandate)

Creditor: Dubco Credit Union Limited, Little Green Street, Dublin 7. Creditor Identifier: IE98-ZZZ3-038-18

Please provide the details of the account you will use to fund your Dubco account:

Name on the Account

BIC

IBAN

Preferred Collection Date

For Office Use Only – Unique Mandate Reference

SIGNATURE (To be signed by the person funding the new account)

By signing below, I hereby authorise you to implement the payment mandate selected at the top of this page;

Payroll mandate

Deduct the sums above from my pay/pension each payday until further notice. The money so deducted is to be credited to my account(s) with Dubco Credit Union Limited. This mandate replaces any existing authorisation to transfer funds to Dubco Credit Union Limited.

Name of Applicant providing the payroll deduction

Or

Direct debit mandate

(A) Send instructions to my bank to debit my account and

(B) For my bank to debit my account in accordance with the instructions from Dubco Credit Union Limited.

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.

Applicant Signature

Date

PLEASE SEND YOUR COMPLETED MEMBERSHIP APPLICATION AND ANY SUPPORTING DOCUMENTS BY FREEPOST TO;

Dubco Credit Union Ltd

PO Box 12941

Freepost FDN5267

Dublin 7



TO BE RETAINED FOR YOUR OWN RECORDS

COMMON BOND

Membership of Dubco is open to all permanent, continuous and contract employees of Dublin City Council and Kildare County Council together with retirees from Dublin City Council and Kildare County Council; all permanent, continuous and contract administrative staff of the City of Dublin Education & Training Board (CDET), Dublin Institute of Technology (DIT) and IMPACT Union; all permanent, continuous and contract employees of the Local Government Management Agency (LGMA), Musgrave Operating Partners Ireland (MOPI), Mondelez Ireland and Dubco Credit Union Limited; together with members of the families of any of the previously mentioned members.

FAMILY MEMBER

"Member of the family", in relation to any person, means that person's parent, grandfather, grandmother, father-in-law, mother-in-law, spouse or civil partner, cohabitant, son, daughter, grandson, granddaughter, brother, sister, half-brother, half-sister, uncle, aunt, nephew, niece, first cousin, step-son, step-daughter, step-brother, step-sister, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

BENEFICIAL OWNERSHIP

The beneficial owner of the funds is the person to whom the funds in this new Dubco account will belong to i.e. the member.

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, Tax Identification Number, 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 or see www.oecd.org/tax/transparency/automaticexchangeofinformation

POLITICALLY EXPOSED PERSON (PEP)

What is a Politically Exposed Person (PEP)? - A Politically Exposed Person (PEP) is a person who holds, or has held at any time in the last year a prominent public function including:

- A head of state, head of Government, Government minister, deputy or assistant Government minister;
- A member of parliament;
- 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;
- A member of a court of auditors or the board of a central bank;
- An ambassador, chargé d'affaires or high-ranking officer in the armed forces;
- A member of the administrative, management, or supervisory body of a state-owned enterprise.

WHAT IS A CLOSE ASSOCIATE?

A close associate is defined by the Irish legislation to include any of the following persons:

- Any individual who has joint beneficial ownership of a legal entity, or a legal arrangement, or close business relationship, with a PEP;
- Any individual who has sole beneficial ownership of a legal entity, or legal arrangement set up for the actual benefit of a PEP.

DEPOSIT GUARANTEE SCHEME INFORMATION

Basic information about the protection of your eligible deposits:	
Eligible deposits in Dubco Credit Union Limited are protected by:	The Deposit Guarantee Scheme ("DGS") ¹
Limit of Protection:	€100,000 per depositor, per institution (Where Applicable) ²
If you have more eligible deposits at the same institution:	All your eligible accounts at the same credit institution are "aggregated" and the total is subject to the limit of €100,000.
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:	15 working days ⁴
Currency of reimbursement:	Euro or, for branches of Irish banks operating in other EEA Member States, the currency of that State.
To contact Dubco Credit Union Limited for enquiries relating to your account:	Dubco Credit Union Limited, Little Green Street, Dublin 7 Tel: 01 8870400 Fax: 01 8870499 Email: info@dubco.ie
To contact the DGS for further information on compensation:	Deposit Guarantee Scheme Central Bank of Ireland, New Wapping Street, North Wall Quay, Dublin 1 Tel: 1890 777777 Email: info@depositguarantee.ie
More Information:	www.depositguarantee.ie

¹Your 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 €100,000.

²If 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 €100,000 per individual 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.

³In case of joint accounts, the limit of €100,000 applies to each depositor. However, 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. More information can be obtained from www.depositguarantee.ie

⁴The responsible Deposit Guarantee Scheme is: Deposit Guarantee Scheme, Central Bank of Ireland, New Wapping Street, North Wall Quay, Dublin 1, Tel: 1890-777777, Email: info@depositguarantee.ie. It will repay your deposits (up to €100,000); 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 since the time to claim reimbursement may be barred after a certain time limit. Further information can be obtained from www.depositguarantee.ie.

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 FOR THE PURPOSES OF THE REGULATIONS.

Dubco Credit Union Limited is regulated by The Central Bank of Ireland.

Contact details for the Central Bank of Ireland are:

Address: Registry of Credit Unions Central Bank of Ireland New Wapping Street North Wall Quay, Dublin 1	Telephone: +353 1 224 6000 Fax: +353 1 671 5550 Email: enquiries@centralbank.ie Website: www.centralbank.ie
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Contact details for Dubco Credit Union are:

Address: Little Green Street Dublin 7	Telephone: +353 1 887 0400 Fax: +353 1 887 0499 Email: info@dubco.ie Website: www.dubco.ie
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Our business days are as follows: Monday to Friday 10:00am – 4:30pm

YOUR ACCOUNT

The following is a description of the main characteristics of payment services on your Credit Union account.

Dubco Credit Union Limited offers savings accounts (Shares, Deposits and Budget Plan Accounts and any other accounts that may be introduced) and loan accounts to its members with the following features:

- Lodging and withdrawing funds (including mandated payroll amounts)
- Transferring funds internally to other accounts
- Acceptance of funds transferred internally from other accounts
- Acceptance of funds transferred into a member's account by standing order
- Acceptance of funds transferred into a member's account by bank lodgement book (electronic transfer)
- Acceptance of funds transferred into a member's account by direct debit
- Transferring funds out of a member's account on foot of a standing order
- Transferring funds out of a member's account on foot of a direct debit
- Once off electronic transfers of funds in and out of a member's account
- Any other transfers that may be completed not referred to above
- Payment of utility bills from a members 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 BIC and IBAN, 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. by email, in our offices, by telephone, facsimile, etc) we may also need you to verify that order by signature or by use of a password, 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 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 10:00am 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. 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 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:

- (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 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 that we offer. Details of these charges are available in our offices or on request.

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. Giving you information: If we need to give you information or notice of any matters relating to this Framework Contract, we will do so in writing unless we state otherwise herein. 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.

8. Copy Framework Contract: 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 Framework Contract on paper or, if possible, by secure email.

9. 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 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 the use of a lost, stolen or misappropriated payment instrument unless (i) the lost theft or misappropriation was not detectable to you prior to the payment and you have not acted fraudulently or (ii) 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; or (ii) 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) 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 instrument 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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, 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 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 Framework Contract. You may terminate your contract with us in relation to the account to which this Framework Contract relates on one month's 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 month's notice in writing.

15. 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.

16. Redress: If you have a complaint in relation to the matters governed by the 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 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, Email: enquiries@financialombudsman.ie

17. 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.

Dubco Credit Union is regulated by the Central Bank of Ireland

DATA PRIVACY INFORMATION AND CONSENT

Your Rights: National and European Data Protection Legislation provides you data protection rights and imposes rules on those working with data about you. By obtaining, storing, and processing data for the purposes of carrying out its business activities, Dubco Credit Union is a Data Controller.

This section explains what Dubco will do with your information including sensitive personal data.

The personal information requested from you is needed to enable Dubco to effectively supply and/or administer our products and services to you. The information that you give may be held by Dubco in electronic or printed files, or both.

Examples of how we may use your information:

- To administer the products and services that we supply to you and any future agreements that we may have with you and, to manage and develop Dubcos relationship with you.
- For direct marketing purposes, if we have your consent.
- To carry out searches (including verifying your identity and/or a credit search) and to give information to credit reference agencies for assessing applications for credit and credit related services and for ongoing credit review.
- Credit reference agencies will record details of each type of search Dubco makes whether your application proceeds. We may use credit scoring techniques and other automated decision-making systems to assist in assessing your application.
- To give details of your financial indebtedness owing to Dubco and how you conduct your agreement(s)/ account(s), to credit reference agencies on a regular basis.
- To give your personal details to debt collection agencies and/or third-party processors and contractors, who act on behalf of Dubco, if it is necessary for the performance of a contract and/ or to protect the legitimate interests of Dubco.
- To prevent and detect fraud or other criminal activity and to trace those responsible. If you give us false or misleading information and we suspect fraud or other criminal activity, we will record this and may report the incident to the relevant regulatory authorities.
- To carry out statistical analysis and market research or to instruct a third party to perform this on our behalf.

By going ahead with this application or through any other communication with Dubco in relation to its products and services, Dubco may process your personal data as indicated above.

You can opt in or out of marketing any time. If you wish to change your preferences at any time, please contact the Member Services Team.

You have the right to obtain a copy of personal information we hold about you at any time. You can exercise this right by sending a written request to the Data Protection Officer. If any of your personal information held by us is inaccurate or incorrect, please let us know and we will correct it.

For Data Protection Queries:

Data Protection Officer, Dubco Credit Union, 2-3 Little Green Street, Dublin 7. Phone 01-8870-400

For full details on your rights as a data subject you should visit Dubco's website and read our privacy information or contact the Office of the Data Protection Commissioner:

**Data Protection Commissioner
Canal House, Station Road, Portarlington, R32 AP23, Co. Laois
Website: www.dataprotection.ie
Tel: +353 57 8684800
Tel: +353 (0)761 104 800
Lo Call Number: 1890 252 231
Fax: +353 57 868 4757
E-mail: info@dataprotection.ie**

Dubco Credit Union Limited

Main Office: Little Green Street, Dublin 7

Sub Office: For Mondelez employees only - Malahide Road, Coolock, Dublin 5

Tel: 01 887 0400 **Fax:** 01 887 0499 **Email:** info@dubco.ie **Website:** www.dubco.ie

 [DubcoCreditUnion](#)  [DubcoCU](#)  [Dubco Credit Union](#)  [dubco.cu](#)

