

Regulation 76 Notice

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

This is that part of your ‘Framework Contract’ with us which contains information specified under Regulation 76 of the Regulations to be given to you in relation to the particular account referenced below. It is in addition to any other terms and conditions as may comprise or form part of your Framework Contract with us and are applicable to such account (and/or any payments made or applied on such account) as we may advise you of from time to time.

***This document relates to the Credit Union’s provision of payment services excluding current accounts, the terms of which are separate and available on the Credit Unions website.**

Heartland Credit Union Ltd is regulated by the Central Bank of Ireland.

Contact details for the Central Bank are:

Address: New Wapping Street, North Wall Quay, Dublin 1
Telephone: +353 1 224 6000
Fax: +353 1 671 5550
Website: www.centralbank.ie

Contact details for the Credit Union are:

Address: Summerhill, Carrick on Shannon, Co Leitrim
Telephone: 071 96 21828
Email: marketing@heartlandcu.ie
Website: www.heartlandcu.ie

Opening Hours:

Carrick-on-Shannon Office

Saturday	Closed
Sunday	Closed
Monday	10 a.m. – 1 p.m., 2 – 5 p.m.
Tuesday	10 a.m. – 1 p.m., 2 – 5 p.m.
Wednesday	10 a.m. – 1 p.m., 2 – 5 p.m.
Thursday	10 a.m. – 1 p.m., 2 – 5 p.m.
Friday	10 a.m. – 1 p.m., 2 – 5 p.m.

Annaduff Office

Saturday	Closed
Sunday	Closed
Monday	Closed
Tuesday	Closed
Wednesday	10 a.m. – 1 p.m., 2 – 6 p.m.
Thursday	Closed
Friday	10 a.m. – 1 p.m., 2 – 5 p.m.

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Saturday	10.30 a.m. – 12.30 p.m.
Sunday	Closed
Monday	Closed
Tuesday	11 a.m. – 3 p.m.
Wednesday	Closed
Thursday	11 a.m. – 3 p.m.
Friday	10.30 a.m. – 1.30 p.m., 2 – 5 p.m.

Each of the above, other than a Saturday or a Public Holiday in Ireland, being a “Business Day” for the purpose of the Framework Contract.

YOUR ACCOUNT

The following is a description of the main characteristics of the payment services on your Credit Union account. This Credit Union offers payment accounts to its members with the following capabilities:

- lodging and withdrawing funds,
- transferring funds internally to other accounts,
- acceptance of funds transferred into a member’s account by standing order, payroll deduction, direct debit or over the telephone by debit or credit card,
- one-off electronic transfers of funds in/out of the member’s account,
- payment of a utility or other bill from a member’s account or on foot of a withdrawal,
- transacting business online.

1. Giving An Order for Payment from Your Account

When you give us an order to make a payment from your account, we will need you to provide us with the details of the beneficiary of the payment (i.e. their account number and sort code, or 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. online, in our offices, by telephone etc.) we may also need you to verify that order by signature, by use of a password, or by use of a PIN, depending on the type of account that you hold. All of this information, taken together, is known as the ‘unique identifier’ that you must give us. In giving us that unique identifier, you will be consenting to our execution of 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. 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.

Heartland Credit Union now offers SEPA Instant Credit Transfers (SCT Inst), this allows members to make euro-denominated payments within 10 seconds across SEPA-participating financial institutions. These transactions can be executed 24/7/365, including weekends and holidays. To use SEPA Instant, members must provide the recipient's IBAN and confirm transaction authorisation through online channels or in-office verification. We will notify you when an outgoing SEPA Instant Credit Transfer has been processed, indicating whether or not it was successful. If we do not receive confirmation within 10 seconds that the payment was successful, we will restore your Account to the state it would have been in had the transaction not taken place. If we subsequently receive confirmation that the transaction was actually successful, and the payment has been made, we reserve the right to debit your account and make any other necessary adjustments.

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 10.30 a.m. on any Business Days unless otherwise stated in respect of a particular payment transaction type. 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 of an order under 2 above to credit the amount of that order to the beneficiary's payment service provider. If the order is initiated by paper, we will have an extra Business Day to do this.

- **Standard SEPA Credit Transfer:** Funds are credited to the beneficiary's Payment Service Provider (PSP) **by the end of the next business day.**
- **SEPA Instant Credit Transfer:** Transactions are completed within 10 seconds, ensuring real-time payment availability.

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.), 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 personalised security credentials safe including the following:

- do not write your online PIN down or carry it with your membership book,
- do not disclose your PIN to anyone,
- never disclose your PIN over the telephone,
- keep our telephone number to hand for reporting suspicious account activity.

If you do not protect your payment card or PIN, or you give them to someone else, you may be held liable for unauthorised transactions. If the payment instrument is lost, stolen, misappropriated or

used in an unauthorised manner, you should notify us by telephoning 071 9621828 during our business hours (as set out above), and outside of business hours you should provide notification that your details have been compromised by emailing marketing@heartlandcu.ie. A contact telephone number should be included in this email. We reserve the right to block your use of a payment instrument for any of the following reasons:

- the security of the payment instrument;
- the suspicion of unauthorised or fraudulent use of the payment instrument;
- (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 liability to pay; and
- our legal or regulatory obligations, including our national or European Union obligations.

If we block your use of a payment instrument, we will inform you about it (and the reasons for it) by telephone, failing this we will notify you in writing where possible prior to the blocking of the payment instrument and at the latest, after it is blocked 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

Current fees in place:

- Cheques lodged to Shares incur €1 fee.
- Cheques lodged to Loan no fee.
- Cheque issued for share withdrawal to third party €2.00.
- Cheque issued as a loan no fee.
- Entrance fee €5.00.
- Affiliation fee payable is set at AGM currently €1.75.
- Bank Charges incurred by the Credit Union caused by payment defaulting or by member instruction may be passed on to the member, i.e. stopping of a cheque or cheque returning unpaid.

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 on page 1 above.

7. Exchange Rates

SEPA Instant transactions are processed in EUR only. If a cross-currency transfer is required, it will be processed using standard SEPA credit transfer rules, subject to applicable exchange rates and conversion times.

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 by one of the following methods: in writing, by secure email, by SMS text, by placing notice on the notice Board in our Offices, including notice in our AGM Booklet etc. 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 (in respect of which you are the payer) executed on your account at least once a month and free of charge and in a manner that allows you to store and reproduce the information unchanged.

9. Regulation 76 Information

For as long as you hold your account with us, you have the right to receive, at any time and on request by you, a copy of this Regulation 76 Information on paper or, if possible, by secure email.

10. Payment Errors & Unauthorised Transactions

If money is paid into your account in error, you agree to let us reverse the payment and correct the entries in your account without having to contact you. If you become aware of a transaction on your account that is unauthorised or incorrectly executed, or if your payment instrument 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:**

- 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 loss, 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,
- 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, to keep the payment instrument and personalised security credentials safe, to use the payment instrument 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.

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.

If we have not, in accordance with applicable legal or regulatory standards applicable to us, required strong customer authentication for any transaction to which you are party as the payer, you will not bear any financial losses relating to any such transaction which is unauthorised unless you have acted fraudulently.

11. Refunds of Direct Debits

If a direct debit is applied to 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, the conditions of this Framework Contract and any other relevant circumstances; and
- c. you give us such factual information as we may require to prove (a) and (b) above; 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 provided or made available information to you about the payment at least four weeks before the debit date,

then you may request a refund from us of that direct debit for up to 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 inform you of your right to refer the matter to the Financial Services & Pensions Ombudsman, as to which please refer to clause 18 below for further details.

12. Unique Identifier

To process a SEPA Credit Transfer or SEPA Instant Credit Transfer, you must provide the recipient's International Bank Account Number (IBAN). This is the unique identifier required to ensure the correct execution of the payment. If an incorrect IBAN is provided, the transaction may be rejected or misdirected, and recovery efforts will follow standard non-execution procedures.

If you give us an order to make a payment from your account and we execute it in accordance with the unique identifier (IBAN) provided by you, 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 payment order, we will without undue delay refund the amount of such order 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 make immediate efforts to trace the transaction and notify you of the outcome. If we refuse to execute a payment transaction, we will notify you of the refusal and, if possible, of the reasons for such refusal 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 into 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. Irrespective of whether we are liable or not in the circumstances, we will make immediate efforts to trace the transaction and notify you of the outcome. If a SEPA Instant Credit Transfer is received into a member's account, the Credit Union will ensure that funds are immediately credited and available for use, in accordance with **EU Regulation 2021/1230**. If there are any delays due to system outages or security checks, the Credit Union will notify the affected member immediately.

15. Security and Fraud Prevention Measures

Due to the **irreversible nature** of SEPA Instant Credit Transfers, Heartland Credit Union has implemented enhanced fraud detection and monitoring measures. Members are encouraged to verify recipient details before initiating a SEPA Instant Credit Transfer, as unauthorised transactions may not be recoverable.

When making a SEPA Credit Transfer or SEPA Instant Credit Transfer you may be asked to verify the unique identifier and beneficiary details provided. This is known as Verification of Payee, and it is important that you check the response provided by the PSP of the beneficiary. If you tell us to proceed with a payment following the Verification of Payee response, we will rely on the details provided by you and will have no liability to you if the details provided were incorrect.

If the Verification of Payee service is not available when it should be or if it incorrectly indicates a match resulting in the incorrect execution of the transaction, we will refund you and restore your account to the state it would have been in if the transaction not taken place.

For further details regarding SEPA Instant Credit Transfers and compliance with **PSD2 and SEPA Scheme Rules**, members can contact our support team or visit the Credit Union's website.

16. 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 usually give you at least two months' written notice of the proposed change where required by law to do so (other than changes to our Phone Number). 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.

There are certain circumstances where we may give you shorter notice than two months or where we will not tell you about changes or tell you about changes after we make them. This may happen where:

- a. the change is in your favour (e.g. where we reduce fees and charges on your Account or change an interest or exchange rate in your favour);
- b. the change is required under law or regulation by a particular date, and there is not enough time to give you the usual notice;
- c. the change is to introduce a new product or service that you can use in relation to your Account;

- d. the change has no impact on the operation of your Account (for example, we make a change to a term we use to describe something in this Agreement); or
- e. the change relates to certain benefits that may apply to your Account that are subject to eligibility criteria and their own terms and conditions.

We can also 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 months' notice in writing.

17. 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.

18. 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 refer your complaint to the Financial Services & Pensions Ombudsman. Contact details are as follows: Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2 D02 VH29, Tel.: (01) 5677000, Email: info@fspoi.ie.

19. Consent

By maintaining and/or carrying out transactions on your account, you explicitly consent to us accessing, processing, and retaining personal data necessary for the provision of these payment services.