CLADDAGH
CREDIT UNION

Please find enclosed documents:

(To accompany the Membership Form)

1. The Data Privacy Notice
2. Deposit Guarantee Scheme
3. The European Union (Payment Services) Regulation 2018 Framework Contract
4. Nomination Information Sheet

Claddagh Credit Union Limited

Data Privacy Notice

This Data Privacy Notice is effective as and from 25 May 2018

The purpose of this privacy notice is to explain how Claddagh Credit Union (the "Credit Union", "we", "us" and "our") may process your personal information.

1. Introduction

We are committed to protecting your privacy. This Privacy Notice (together with our website terms and conditions and Cookies Policy) set out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us, details how we collect, use, disclose, transfer and store your personal information.

We reserve the right to amend this Privacy Notice from time to time without prior notice. You are advised to check our website **www.claddaghcu.ie** or Mainguard Street, Westside or Oughterard Branches notice boards regularly for any amendments. 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)

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 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 privacy notice before their personal information is shared with us.

When your Debit Card is issued, Transact Payment Ltd (which is an authorised e-money institution) will **also** be a controller of your personal data. Detailed information on how Transact Payments Ltd use your personal data and how to exercise your rights in respect of their processing of your personal data is available on their Privacy Policy, **https://currentaccount.ie/files/tpl-privacy-policy.pdf**

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 bases to use that information, for example, we use your personal information to process your membership application, to help administer your products 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.

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 Siochana
- to comply with tax regulations that require us to report the tax status of our members
- to verify the personal information provided to us and meet our legal and compliance obligations, including to prevent money laundering, tax avoidance, financing of terrorism and fraud
- to perform credit checks in the event you apply for a loan and to supply information to the Central Credit Register and to use the Central Credit Register when considering loan applications to determine your borrowing options and repayment capacity and/or facilitate other lending institutions to carry out similar checks
- to cooperate and provide information requested in the context of legal and/or regulatory 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 with you through certain mandatory service communications such as providing notice of the AGM
- to undertake systems testing, maintenance and development and in order to ensure network and information security

2.2 To enter into and perform a contract with you for the services or products which you require

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

In order to administer and manage any account you have with the Credit Union, we have to process your 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 counterparty (e.g. if you perform a payment transaction, we pass information on the progress of 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. If you disagree with your information being processed in this manner, you are entitled to exercise your right to object.

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

- to collect due and outstanding debt which may involve passing your personal information to debt collection agencies;
- to keep records of communications, including telephone lines, if required in order to evidence what has been discussed and keep a record of your instructions and to prevent or detect crime
- 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.

2.4 Where you have provided consent

We use your personal information to make you aware of products and services which may be of interest to you where you have consented to us doing so and in accordance with your preferences. You can at any time withdraw that consent using the contact details below.

In the event that you apply for a loan, we may collect and process information on your health. You will be asked for your consent to process this type of personal information.

3. What personal information do we collect about you?

The information we hold about you can vary depending on the products and services you use. This includes personal information which you give to us when you are applying for membership or applying for a product or service, personal information we collect automatically, for instance, your IP address and the date and time you accessed 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, place of birth, identification documents, details of income and source of wealth, nationality and tax identification number
- information obtained from third parties such as credit reference agencies or business information providers

- details of employment status and occupation
- recordings of calls between you and employees of the Credit Union
- CCTV – closed-circuit television is 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 products and services and use our website.

4. How is the personal information 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

5. 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.**

6. How do we use personal information for direct marketing?

From time to time, we would like to make you aware of other products and services that we offer which may be of interest to you. We can do this by using some of the personal information we hold about you. You have a right not to receive such information. You can make changes to your marketing preferences at any time by contacting us at the address below.

7. **Who do we share your personal information with?**

We sometimes share your personal information with trusted third parties who perform important functions for us based on our instructions and applying appropriate confidentiality and security measures. For example, we may share your personal information with the following third parties

- our legal and professional advisers such as auditors and external legal counsel
- trade / representative bodies
- 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
- credit reference, debt recovery or fraud prevention agencies
- payment recipients and other financial institutions.

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 cooperate by law or otherwise through a legal process with Irish and EU Regulatory and Enforcement Bodies such as the Central Bank of Ireland, an Garda Siochana, 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. For more information about the European Commission’s decisions 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**

8. **CUOnline**

As a member of Claddagh Credit Union, you can access your account online using CUOnline facility through our website **www.claddaghcu.ie**. Once registered for CUOnline, you can view messages, change some basic settings e.g. phone number and view balances. During your access to CUOnline, we will collect information about you and your use of our services, for example we will be able to identify you as a member, what pages you navigate and your actions while logged in.

9. 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. In particular, it is not mandatory that our members sign up to receive marketing communications.

10. 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.

11. How long do we keep your personal information?

We need to keep 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 and in case of claims. We will also keep some of it in case of queries from you. The criteria we use to determine data retention periods for your personal information includes the following

- 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)

- Retention in case of claims. We will retain some of it for the period in which you might legally bring claims against us

- 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.

If you would like further information about our data retention policy, you can contact us using the details below.

12. Your rights under data protection laws

Your rights are as follows (noting that these rights do not apply in all circumstances)

- The right to be informed about the processing of your personal information

- The right to have your personal information corrected if it is inaccurate and to have incomplete personal information completed

- The right to object to processing of your personal information
- The right to restrict processing of your personal information
- The right to have your personal information erased (the right to be forgotten)
- The right to request access to your personal information and to obtain information about how we process it
- The right to move copy or transfer your personal information (data portability).

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.

13. How to contact us

If you have any questions about this privacy notice or your personal information, please contact our Data Protection Officer at **dpo@claddaghcu.ie**

14. Updates

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

THE DEPOSIT GUARANTEE SCHEME

DGS ELIGIBILITY COVERAGE – INFORMATION SHEET TEMPLATE

Deposit Guarantee Scheme – Depositor Information Scheme

Basis information about the protection of your eligible deposits

Eligible deposits in Claddagh Credit Union Ltd 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 institutions failure:	20 working days (4)
Currency of reimbursement:	Euro, of for branches of Irish Banks operating in other EEA Member states, the currently of that state
To contact Claddagh Credit Union Ltd for enquiries relating to your account: To contact the DGS for further information on compensation:	Claddagh Credit Union Ltd 8 / 9 Mainguard Street Galway H91 YA72 091 537200 Email: Info@claddaghcu.ie Deposit Guarantee Scheme Central Bank of Ireland New Wapping Street North Wall Quay Dublin 1 D01 F7X3 0818 681681 Email: Info@depositguarantee.ie
More information:	www.depositguarantee.ie
Acknowledgement of receipt by the depositor:	To we want this to be included as currently not signed for?

The Deposit Guarantee Scheme

Additional Information

(1) Your 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.

(2) If 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 a maximum €100,000 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.
This method will also be applied if a credit institution operates under different trademarks. This means that all eligible deposits with one or more of these trademarks are in total covered up to €100,000.

(3) In 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 business partnership, association or grouping of 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 under www.depositguarantee.ie

(4) The responsible Deposit Guarantee Scheme is Deposit Guarantee Scheme, Central Bank of Ireland, New Wapping Street, North Wall Quay, Dublin 1, Tel: 0818 681681, Email: info@depositguarantee.ie it will repay your deposits (up to €100,000) within 20 working days until December 2018; within 15 working days from the 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 7 working days depositors will be given access to an appropriate amount of their covered deposits to cover the cost of living within 5 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 Deposit Guarantee Scheme. Exceptions for certain deposits are stated on the website of the responsible 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).

Regulation 76

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

Claddagh Credit Union Limited is regulated by the Central Bank of Ireland.

Central Bank of Ireland contact details are:

Address: New Wapping Street, North Wall Quay, Dublin 1

Telephone: +353 (1) 2244000

Fax: +353 (1) 6716561

Website: www.centralbank.ie

****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 Union's website****

Contact details for Claddagh Credit Union are:

Address: 8/9 Mainguard Street, Galway. H91 YA72

Telephone: 353 (91) 537200

Email: info@claddaghcu.ie

Website: www.claddaghcu.ie

Registered Number: 381 CU (the Central Bank's register can be accessed on its website www.centralbank.ie).

Our Business Days are as follows:

Monday 9.30am – 5.00pm

Tuesday 10.30am – 5.00pm

Wednesday 9.30am – 5.00pm

Thursday 9.30am – 5.00pm

Friday 9.30am – 5.00pm

Saturday 9.30am – 5.00pm

YOUR ACCOUNT

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

Accounts subject to payment services: Share Accounts, Deposit Accounts, Loan Accounts. Payment services include: lodging cash, laser payments, cheque lodgements, direct debits, standing orders, credit transfers to the above accounts and facilitation of withdrawals from the above accounts; payment services from the above accounts internally to other accounts, to other financial institutions, 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, 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 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 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 3.30pm 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 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, 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:

(a) do not write your online PIN or Password down or carry it with your membership book,

(b) do not disclose your PIN, Password or account details to anyone,

(c) never disclose your PIN, Password or account details over the telephone,

(d) keep our telephone number to hand for reporting suspicious account activity. Notify us by telephoning 091 537200 during our business hours (set out on Page 1 of this document), and outside of business hours you should provide notification that your details have been compromised by emailing; info@claddaghcu.ie. A contact telephone number should be included in this email.

If you do not comply with this contract or act negligently and someone else finds or knows your PIN, Password or Security Credentials, they could potentially use your account without your permission. You may be responsible for any subsequent loss suffered (See Section 10).

If the payment instrument is lost, stolen, misappropriated or used in an unauthorised manner, you should notify us by phone immediately (091 537200). 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 or regulatory obligations, including our national or 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 letter 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. These charges are incorporated by reference into this Regulation 76 Information.

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 - 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 as determined by our foreign exchange service provider (Fexco). The reference exchange rate will change 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 and the total will equal the actual exchange rate that is used by us in the currency conversion. You can find out changes to the reference exchange rate by contacting us as set out on page 1 above.

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, email, or telephone 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.

9. 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.

10. Unauthorised transactions - 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:**

(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 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.

(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 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;

(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.

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, and 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 that your right to refer the matter to:

Financial Services and Pension Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. See clause 17 below 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, and 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, 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 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 refer your complaint to the Financial Services Ombudsman, contact details are

    Financial Services and Pensions Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin, 2.

    Telephone: (01) 567 7000

    E-mail: info@fspo.ie

18. **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. By ticking the box on the Membership application form for receipt of this Framework Contract and associated information for the purpose of this regulation, you provide such consent.

YOUR NOMINATION

Branch Offices: 8 / 9 Mainguard Street, Galway

8 Westside Shopping Centre, Galway

Bridge Street, Oughterard, Co Galway

Tel: 091 537200 / Email: info@claddaghcu.ie / Web: www.claddaghcu.ie

Important Notice

- A nomination must be in writing. You may obtain a nomination form from this office.
- The statutory maximum amount that can pass under a nomination is currently €23,000. Any amount in excess of this balance will form part of your estate.
- If you elect not to complete a nomination, the proceeds of your account will form part of your estate on your death and will be dealt with under the terms of you will, under the rules of intestacy if you make no will, or under the small payments provision*.
- **You may revoke or vary your nomination at any time by completing a new nomination form.**
- **A nomination is not revocable or variable by the terms of your will or by a codicil to your will.**
- **A nomination is automatically revoked when your nominee dies before you.** In this case, you should consider completing a new nomination. If you do not, your property in the credit union will form part of your estate.
- A nomination is **automatically revoked by your subsequent marriage.**
- **Where your personal circumstances change (e.g. marriage, divorce, or separation) you should review your nomination at that time.**
- The nominated property does not form part of a deceased person's estate.
- A person under 16 years of age cannot make a valid nomination.

***Small Payments Provision:** Where **no valid nomination exists** and the amount in your account is under €15,000 in total (including insurance. Etc.) the board of directors of the credit union may, without letters of administration or probate of any will, distribute your property in the credit union to such persons as appears to the board to be entitled by to receive it.