Health Services Staffs Credit Union
HSSCU

Registered Office:
5 High Street, Christchurch, Dublin 8, D08X7T1
Tel: 01 677 8648 or 0818 677 864
email: info@hsscu.ie | website: www.hsscu.ie

The European Union (Payment Services) Regulations 2018 (the "Regulations)

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

Health Services Staffs Credit Union Limited is regulated by the Central Bank of Ireland.

Contact details for the Central Bank of Ireland are:

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

CONTACT DETAILS FOR HEALTH SERVICES STAFF CREDIT UNION LIMITED

Registered Office:	HSSCU, 5 High Street, Christchurch, Dublin 8
Branches:	HSSCU, Unit 1B, Dargan Building, Heuston South Quarter, Dublin 8 HSSCU, 5-6 The Triangle, Ranelagh, Dublin 6 HSSCU, St Gabriel's Branch, 34 St Patrick's Quay, Cork HSSCU, Mayoralty House, Merchants Road, Galway HSSCU, 7 Sexton Street, Limerick
Telephone:	01 6778648 or 0818 677 864
Email:	info@hsscu.ie
Website:	www.hsscu.ie
Register Number:	303CU

Our Business Days are as follows:

Monday:	10.00am – 5.00pm
Tuesday:	9.00am – 5.00pm
Wednesday:	9.00am – 5.00pm
Thursday:	9.00am – 5.00pm
Friday:	9.00am – 5.00pm

Each of the above, other than a public holiday in Ireland, being a "Business Day" for the purposes of the Framework Contract.

Branch opening hours may vary by branch – please refer to our website for opening hours of individual branches

YOUR ACCOUNT

The following is a description of the main characteristics of the account and payment services on the account,excluding current account, the terms of which are separate and available on our website:

- Lodging and withdrawing funds
- Acceptance of funds into a member's account by way of EFT/ Direct Debit/Standing Order,

Payroll Deduction or Debit Card
- Transferring funds internally to other accounts
- Once off Electronic transfer of funds out of a members account
- Online Banking
- Bill payment through our Budget account services
- Account Information Services

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 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 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.

   HSSCU now offers SEPA Instant Credit Transfers (SCT Inst), allowing 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 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 **11am** 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. While standard SEPA credit transfers must be initiated before 11 AM on a business day for same-day processing, SEPA Instant credit transfers do not have cut-off times and are processed immediately.

3. **Execution times:** We confirm that we have up to the end of the first Business Day following the date of deemed receipt under 2 above to so credit that amount. If the order is initiated by paper, 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.

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4. **Spending limits and payment instruments:** If we give you a payment instrument on your account (i.e., 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 **not disclosing your PIN or Password to anyone**. If the payment instrument is lost, stolen, misappropriated, or used in an unauthorised manner, you should notify us by **telephone during working hours**. 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 emailing or writing to you or other durable medium unless giving you that information would compromise our security or would be prohibited by law.

   Subject to any other applicable limits, you can set your own personal transaction limit for SEPA Instant credit transfers through online channels or in-office service requests. If you give us an order for a SEPA Instant credit transfer that exceeds the limit set by you it will be rejected. Any SEPA Instant credit transfer transaction limit set by you can be changed at any time through online channels or in-office service requests.

5. **Charges:** We only levy a limited number of charges in connection with the accounts that we offer. These charges will include an initial membership fee[1] and where members had opted in to our budget payment facility and continue to hold such facility. (The budget payment facility is no longer offered and is maintained only for existing subscribers). Please note charges related to our current account are addressed separately and within the terms and conditions of that product.
   [1] Rule 13(1)(iii) of the Standard Rules for Credit Unions (Republic of Ireland) (2018)

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:** We do not presently accept non Euro payments or operate current conversions.
   SEPA Instant transactions are processed in EURO only.

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, by secure email or other durable medium 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.

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10. **Payment Errors or Unauthorised transactions:**

If money is paid into or out of your Account in error, you agree to let us reverse the payment and to correct the entries in your Account. If we do this, we do not have to contact you to tell you beforehand.

In certain circumstances we may request your authority to recover a misdirected payment which has been credited to your Account. If your authority is not forthcoming, we will provide such of your details as may be required to the relevant Payer in order to assist their recovery of the misdirected payment(s). If there are insufficient funds in your Account, then you will still be responsible for the payment of this amount, to include any costs or expenses we incur.

Where any adjustment has been made to your Account through no fault of ours, you may have to pay us any charges associated with doing this and we may take any amount you owe us from your Account.

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 (i) the use of a lost, stolen or misappropriated payment instrument unless the loss, theft or misappropriation was not detectable to you prior to the payment and you have not acted fraudulently, or (ii) your failure to keep the personalized 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 gross lack of reasonable care, or if you failed to take all reasonable steps to keep the payment instrument and its 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,

then you may request a refund from us of that direct debit in line with the SEPA Core Direct Debit Scheme rules. 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 the Financial Services and Pensions Ombudsman. Please see clause 17 below for further details.

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You may also request a refund for any direct debit payment for any reason for an eight-week period following the debit date.

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 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 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. Regardless of whether we are liable or not, we will immediately try to trace the transaction and notify you of the outcome.

    If a SEPA Instant Credit Transfer is received into a member's account, we 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, we have implemented enhanced fraud detection and monitoring measures. Members are encouraged to verify recipient details before initiating a SEPA Instant Credit Transfer, as unauthorized 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 our 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. 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 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.

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 Ombudsman. Contact details are as follows:

Financial Services and Pensions Ombudsman Bureau, Lincoln House, Lincoln Place, Dublin 2, D02 VH29
Tel. 01 567 7000
E-mail: **info@fspo.ie**

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Distance Marketing Information

Distance Marketing Information for a share account applies to you if you have dealt with us at a distance e.g. phone, internet, post. In other words where there is no face to face contact between you and us.

This information is supplied to you in accordance with our obligations under the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 as amended (the "Regulations").

About us

Health Services Staffs Credit Union is a nationwide credit union, whose members are drawn from our common bond. We provide savings, lending and current account products and are affiliated with the Irish League of Credit Unions (ILCU). We have adopted as our registered rules the Standard Rules approved by the ILCU and operate in accordance with them. Our registered office is 5 High Street, Christchurch, D8. We are regulated by the Central Bank of Ireland and our registration number is 303CU. If you wish to contact us in connection with your account, please write to us at our Head Office. You can also contact us at 01 6778648 or by email to info@hsscu.ie

Description of Financial Service

The financial service being supplied is a personal saving account, called a 'Shares' account. This document be read in conjunction with the Framework Contract to your Account as it contains important information about the main characteristics of the share account and payments services on the account, including charges and how to make a complaint. You should note that the availability of our services are limited to people who qualify for membership through our common bond and are paid up members.

Minimum Duration

Once you have opened a Share account with us, paid up the minimum amount for membership and such amount is maintained as a minimum, the agreement can be for an indefinite period.

Your right to cancel your Share Account under the Regulations

You have the right to cancel your account within 14 days from the date on which we advise you that we have opened your Account. To cancel, you should write or deliver a letter to us addressed to HSSCU, 5 High Street, Christchurch, Dublin 8. We will pay to you any credit balance on the account as soon as practicable (and in any case not later than 30 days) on receipt of notice of cancellation in the manner provided above, subject to the funds being cleared and unsecured. (Secured funds may apply where a member borrows from us and pledges funds held in their shares against their loan as security). Closing your Share Account will end your membership of the credit union and any associated benefits. We do not charge for closing the account and cancelling the contract. If you do not exercise this right to cancel, you will continue to have the right to terminate the account with us as outlined above.

Making A Complaint

If you are dissatisfied with any aspect of our service, please contact us directly. We have a complaints procedure in place, which is available on request and on our website. Your complaint will be fully investigated and we will provide a written response or regular updates where an investigation is ongoing.

In the event you are not happy with the outcome of your complaint or it is not resolved within 40 Business Days, you are entitled to refer your complaint to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29, telephone: +353 1 567 7000, e-mail: info@fspo.ie, website: www.fspo.ie

You can alternatively to submit a complaint for online resolution to the European Commission Online Dispute Resolution platform (available at https://ec.europa.eu/consumers/odr/). The Financial Services and Pensions Ombudsman is an Alternative Disputes Resolution Entity.

Deposit Guarantee Scheme

The Deposit Guarantee Scheme administered by the Central Bank of Ireland applies to all eligible deposits held in Health Services Staffs Credit Union. The maximum amount payable is 100% of all deposits held by one depositor, subject to a maximum compensation of €100,000 per depositor. Further details are available on request and can be found on our website under 'Forms and Downloads'/ Regulations

Governing Law

The account will be governed by and construed in accordance with the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction to resolve any disputes in connection with the account. The agreement and all information and communication with you will be in English