

## 90 DAY NOTICE ACCOUNT – TERMS & CONDITIONS

### 1. Your Agreement

In this document if we use words that start with a capital letter that means the word has been defined below in this 'Your Agreement' section.

1.1 These terms and conditions form part of your Agreement with us and set out what you can expect when you open an Account with us, what we ask from you to help us manage your Account and our responsibilities and yours.

1.2 When we say Agreement, we mean all of the following:

- a) this document, which contains the main terms for your Account;
- b) your completed application, all of your Account mandates and all signing instructions regarding your Account;
- c) any additional terms and conditions for your Account; and
- d) the terms and conditions for any other services we provide that you may use in relation to your Account (for example, in connection with our online banking services).

**Important:** Some of the documents listed above may be amended from time to time. The updated documents will still form part of your Agreement and we will give you notice of those amendments if we are required to do so.

1.3 You can get copies of any of our terms and conditions from our branches or on our website [www.blanchardstowncu.ie](http://www.blanchardstowncu.ie).

1.4 You must be 18 or older to open an Account.

1.5 In this Agreement:

**'Account'** means the 90-Day Notice Deposit Account opened by you with us;

**'Share Account'** means your retaining account for membership;

**'Account holder'** means the person (member) whose name the Account is in;

**'Business Day'** means a day (other than Saturday, Sunday or a public holiday).

**'Minimum Notice Period'** means the minimum notice period of 90 days required for you to serve a Notice to Withdraw or Close.

**'Notice to Withdraw or Close'** means the notice required to be served by you in writing in order to make withdrawals from or close an Account.

**'Terms and Conditions'** means these Terms and Conditions as amended, extended or replaced from time to time.

**'Withdrawal Period'** means the period of 90 days when your funds will be available to withdraw, subsequent to the expiry of the Minimum Notice Period.

**'Nominee'** means the person nominated by a member to any part of his/her net worth in the credit union at the date of that member's death.

when we say "you" and "your" we mean the Account holder and/or any third party authorised to act on your behalf, to include your successors and/ or personal representatives;

when we say "we", "us" and "our" or "the Credit Union" we mean Blanchardstown and District Credit Union Limited;

when we use a word in the singular this includes the plural if the context allows it and vice versa (for example, "person" can mean "persons" and vice versa);

we sometimes give an example of something covered by a condition or definition. We do this to assist you. The meaning and scope is never limited to these examples; and headings are used to assist you in reading this Agreement but should not be taken into account in interpreting the meaning of conditions.

### 2. About Your Account

2.1 The Account is available to qualified members only.

2.2 The Account is only available as a euro account.

2.3 In order to operate the Account, you must also hold a share account with the Credit Union with a minimum balance of €5. This does not include the affiliation fee of €1.

2.4 You may not transfer ownership of your Account to anyone else and you may not use your Account as security for any borrowings or other liability unless we allow you to do so.

2.5 When you open your Account, you will need to be mindful of any minimum and/or maximum amount that may be lodged to your Account, or any minimum and/or maximum balance required to invest for an Investment Period. For more information on minimum and maximum balance requirements, please go to our website [www.blanchardstowncu.ie](http://www.blanchardstowncu.ie) or visit our Credit Union office.

Any amount which will cause total balances across all accounts held within BDCU to exceed any savings cap set by the Board of Directors will not be permitted.

2.6 If an incorrect amount is debited or credited to your Account, we may make the necessary correcting entry to your Account, and you will be notified of any amendments made.

2.7 You must tell us immediately if you think an unauthorised person can access or has accessed your Account or if you have lost any item that you use to access your Account or where you suspect such item has been compromised.

2.8 When authorising a lodgement or withdrawal, you may be asked to provide identification details.

2.9 The Account is covered by the Deposit Guarantee

Scheme (DGS). If insolvency of the Credit Union should occur, your eligible deposits would be repaid. The repayment covers a maximum of €100,000 per person per credit institution across all balances held in that institution.

2.10 The Account does not qualify for Dividend payment.

2.11 The closing date to open the account is 31<sup>st</sup> of March 2024.

### 3. Opening Your Account

3.1 We have duties under laws concerning money laundering, financing of terrorism and taxation to ask you, or someone opening an Account on your behalf (legal representative), for certain information about you and/or the person opening the Account for you. Unless we already have it, you and/or the person opening the Account for you will need to provide us with information to identify each or any of you and proof of your permanent address. We may also need documentation to prove your relationship with the person opening the Account on your behalf. Your Account may not become active until we have received and approved these documents. In advance of your Account becoming operational, you may not be able to make any payments to or from your Account and interest will not be accrued or credited to your Account.

3.2 Before you can open an Account, we need you to provide certain information to enable us to comply with our tax reporting obligations including your tax residence details and may need you to provide additional information and/or documentation.

**Important:** From time to time, we may need you to provide or update information about you or documents we hold to identify you or the person who opened your Account on your behalf or to enable us to comply with our tax reporting, anti-money laundering or sanctions obligations. If we are not provided with the updated information this could lead to us not carrying out a transaction on your Account or having to suspend or close your Account. You must promptly advise us of any change to relevant details including where your tax residency changes.

3.3 We reserve the right to not open an account.

### 4. Cooling Off and Change of Mind

If you are not happy with your Account, you have 14 days to contact us in writing (or in any other way we allow) to cancel your Account. This period begins on the date your Account is opened, or the date you receive terms and conditions for your Account. (whichever is later).

If you contact us within this period to cancel your Account, we will repay you any funds you have lodged to the Account but not any interest accrued on the Account during this 14-day period.

If you do not contact us within this period to cancel your Account, the terms of the Agreement will continue to apply.

### 5. Lodgements

#### 5.1 How and when can you lodge funds to the Account?

5.1 Once our procedures are followed, a lodgement can be made to your Account in cash cheques, drafts or other paper-based payments over the counter in the Credit

Union office. Lodgements can be made by EFT (Electronic Funds Transfer), however, date of receipt of funds may impact on the level of interest that can be earned on this account.

5.2 You may make multiple lodgements to the Account, provided the Account balance never exceeds the maximum limit set by the Credit Union.

5.3 Lodgements will not be accepted where notice to close the Account has been received by the Credit Union.

#### 5.4 What is the minimum and maximum you can lodge to your Account?

The minimum lodgement to open your account is € 1,000 and the maximum amount is €50,000 which includes any savings held with the credit union.

Subsequent lodgements have no minimum threshold however the total balance held will be subject to any maximum savings caps as set out by the Board at that time.

#### Are there circumstances where we will refuse to accept a lodgement to your Account?

5.5 We will follow instructions to make lodgements to your Account whenever we can. However, we can delay or refuse to accept any lodgement to your Account for any valid reason (for example, if we believe the lodgement may be fraudulent or unlawful or if we believe your Account is no longer in operation).

5.6 We may refuse to accept a lodgement to your Account if the amount is incorrect, recalled by the financial services provider or is returned by us because of a mistake, fraud or any rules around how the lodgement is made. If this happens, we may make any adjustment necessary on your Account, and you will be notified of any amendments made.

5.7 If we do refuse to accept any lodgement to your Account, you may ask us for information about it by contacting us. Our contact details are set out in the 'Contacting each other' section. If possible, we will let you know our reasons for doing so.

### 6. Withdrawals

6.1 All withdrawals from the Account are subject to the Minimum Notice Period having elapsed after the serving of a Notice to Withdraw or Close in writing.

6.2 To make withdrawals from or to close the Account you must give the Minimum Notice Period for the Account.

6.3 Notice to Withdraw or Close must be served and accepted in writing in all cases before a withdrawal can be made from the Account or the Account closed.

6.4 Subject to the Notice to Withdraw or Close having been served and accepted by the Credit Union, the funds will be transferred to your Share Account for you to access online or in our credit union office.

6.5 If the withdrawal causes the account balance to fall below the minimum balance of €1,000, your account will be closed with immediate effect and all funds will be transferred into your share account.

6.6 Payments outward by standing orders or direct debit are not available on the Account.

6.7 Payment of bills is not possible from this Account.

6.8 No payments to accounts outside of Ireland are permitted from the Account.

### 7. Notice Period

7.1 If you wish to make a withdrawal, a Notice to Withdraw or Close must be served and accepted prior to funds being available for transfer. Please see the condition dealing with Withdrawals above.

7.2 You may have multiple Notices to Withdraw or Close outstanding at any one time.

7.3 You may cancel the Notice to Withdraw or Close within the Minimum Notice Period. The cancelling of the Notice to Withdraw or Close must be carried out and accepted by the Credit Union.

7.4 The funds available to withdraw after a Notice to Withdraw or Close has been served is limited to the requested amount of funds as specified in the Notice to Withdraw or Close and, other than in the case of closure, not the total balance of the Account.

**Warning:** If you make a withdrawal from the Account without serving a Notice to Withdraw to the Credit Union as defined in this section, you will lose all interest earned to this date. Refer to Part 8 for more details on interest.

### 8. Interest

8.1 The rate of interest applicable to the Account is variable (which means that it may go up or down). Interest is calculated daily on the daily balance of the Account. For details of the interest rates that apply at any given time, please see our website [www.blanchardstowncu.ie](http://www.blanchardstowncu.ie), and/or your account statement or contact your Credit Union office.

8.2 We will notify you about any change to the interest rate by sending it to you in writing, by notice in our branches or through our website [www.blanchardstowncu.ie](http://www.blanchardstowncu.ie), or by any other means required or permitted by law. We will always notify you in advance where the interest rate is being reduced.

8.3 We calculate and accrue interest based on the balance of your Account at the end of each day. We will pay any interest accrued to your Account once a year, at the end of September.

8.4 Where applicable, interest will continue to accrue during the Notice to Withdraw or Close period.

8.5 The Credit Union will calculate and accrue interest on a deceased Account up to the date of closure. Please refer to Part 12 below for more details on the treatment of deceased Accounts.

8.6 Subject to certain exceptions, interest is subject to Deposit Interest Retention Tax (DIRT) at the prevailing rate.

8.7 The Credit Union will automatically deduct DIRT from the accounts unless confirmation of DIRT exemption is provided by the member.

If you would like any further information on DIRT including what other exemptions apply please see [www.revenue.ie](http://www.revenue.ie).

### 9. Statements

A statement will be issued when you first lodge funds and at Maturity of your Account. This statement may be a paper and/or electronic statement.

### 10. Joint Accounts

10.1 This Agreement applies to all the joint Account holders collectively.

10.2 Joint Account holders can give instruction of Notice to Withdraw in accordance with the latest signing instructions given for the Account. These are provided in your Account mandate.

**Warning:** If your signing instructions state that any one joint Account holder can sign then one joint Account holder can give instruction of Notice to Withdraw without the other's knowledge.

10.3 Any joint Account holder may choose to disclose information in relation to the Account to third parties (for example, their accountant or financial advisor or account aggregation service providers which allow you to view accounts with different providers in one place). This may result in the personal data relating to all joint Account holders being disclosed to a third party. Once your personal data has been disclosed, that third party has its own obligations to you in relation to its processing of your personal data.

10.4 If you choose to disclose information in relation to the Account to a third party, it may result in the personal data relating to all joint Account holders being disclosed to that third party. Before you do so, you should make sure that all joint Account holders are happy for you to share their information in this way.

10.5 We will communicate with joint Account holders at the contact details of the first named joint Account holder unless all of the joint Account holders direct us otherwise in writing. These communications will be deemed to have been received by, or served on, all of the joint Account holders.

10.6 Instructions to change the address at which to receive correspondence will be made in accordance with the signing instructions for the Account.

10.7 If we become aware of a dispute between the Account holders, we may stop accepting instructions in relation to the Account unless they are given by all Account holders, or the dispute has ended. However, we do not have to do this, and we can still follow the instructions given by the relevant parties acting in accordance with this Agreement.

10.8 When your Account is closed, we may pay any money we hold to all or a combination of the joint Account holders, depending on the Account signing instructions.

10.9 We can close the Account if requested to do so by the relevant parties acting in accordance with our procedures.

### 11. Death, incapacity, bankruptcy or event of insolvency

11.1 The Credit Union will calculate and accrue interest on a

deceased Account up to the date of closure.

11.2 Any payment made by us to or from your Account after your death, incapacity, bankruptcy or an event of insolvency but before we have received written notice of this, will be valid and binding on your successors and estate.

11.3 If you die and your Account is in your sole name, we will close your Account and pay any balance outstanding to your nominee or personal representative. We will do this when we receive the necessary legal documents to confirm your death and to confirm the authority of your nominee or personal representative. Any interest accrued will be paid at the end of September.

11.4 If you have a Joint Account and one of the joint Account holders dies, any funds left in the Account will be paid to the surviving or the sole surviving joint Account holder, in compliance with any statutory requirements and receiving the relevant Irish Revenue Commissioners clearance. Any interest accrued will be paid at the end of September.

11.5 Despite the provisions of the rest of this 'Death, incapacity, bankruptcy or event of insolvency' section, if we are put on notice that there is a dispute between the surviving joint Account holder and your estate regarding ownership of any amount standing to the credit of your Account, we may cease to accept instructions in relation to your Account unless we receive written confirmation from all parties that the dispute is resolved. However, we are not obliged to do this and we may, despite any dispute, continue for as long as we think fit to rely on the existing signing instructions.

11.6 If you become bankrupt or an event of insolvency occurs, and your Account is in your sole name we may close your Account and pay the outstanding balance (but not any interest that has accrued) to the person administering your bankruptcy or event of insolvency. We will do this when we receive the necessary legal documents to confirm the bankruptcy or event of insolvency and to confirm the identity of the person administering your bankruptcy or event of insolvency.

11.7 If your Account is a joint Account and any of you become bankrupt, we will require the instructions of the other joint Account holders as well as the person administering your bankruptcy before we pay any outstanding balance to any other account.

### 11.8 Life Savings Insurance Cover

11.8.1 The Account does not carry any Life Savings Insurance cover.

11.8.2 The amount of Life Savings Insurance benefit payable to your Nominee / Estate in the event of your death is based on the amount of savings made during your lifetime into your Share Account.

11.8.3. Where you transfer funds from your Share Account in order to open this Account, it could impact the benefit payable in the event of your death as the Life Savings Insurance benefit is determined based on minimum balances held in your Share Account only and your age at the date of each lodgement.

11.8.4. In the event of your death during the term of the Account, any balances held in the account will not be included in the calculation of minimum savings balances for the purposes of a Life Savings Insurance claim payable to your Nominee or Estate.

11.8.5. Please see <https://www.blanchardstowncu.ie/life-savings-insurance-cover/> for further details on the Credit Union Life Savings Insurance.

### 12. Fees and Charges

12.1 There are no fees or charges associated with this account.

12.2 Subject to notifying the relevant authority, we may from time to time change these fees and charges and/or introduce new fees and charges. Any changes to fees and charges will be notified to you in accordance with the 'Changes to your Agreement' section.

### 13. Closing or suspending your Account

13.1 If you wish to close your Account, you must first serve a Notice to Withdraw or Close requesting to withdraw the full balance on the Account. The Notice to Withdraw or Close must be served and accepted by the Credit Union and the relevant Minimum Notice Period must have elapsed prior to funds being transferred and the Account closed. The funds will be transferred to your Share Account for you to access online or in our credit union office.

13.2 We may suspend or close your Account immediately at any time during its term if we reasonably believe that by continuing to make it available:

- a) we might be breaching a law, regulation, code or other duty which applies to us; or
- b) we may expose ourselves to action or censure from any government, regulator or law enforcement agency.

13.3 If we close your Account in accordance with Part 13.2 of this 'Closing or suspending your Account' section, we will not accrue any interest to your account.

### 14. Changes to your Agreement

14.1 We will usually tell you about a change to this Agreement at least one month in advance of the change.

14.2 Unless we are required by law or regulation to tell you about any change to this Agreement in a particular way, we will notify you by any means available to us at the time (for example, by post, email, text message, through our online banking services, on our website, or displayed in our Credit Union office).

14.3 There are certain circumstances where we may give you shorter notice than outlined above, 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 required under law or regulation by a particular date, and there isn't time to give you notice;
- b) 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).

14.4 For the avoidance of doubt, we will not change the rate

of interest applicable during any Investment Period of your Account or, except where we are permitted by these terms and conditions to close your Account, the length of any Investment Period during its existence.

### 15. Contacting each other

#### About us

15.1 Our Credit Union office is located at 9/10, Blanchardstown Business Centre, Clonsilla Road, Blanchardstown, Dublin 15, D15 FP92, Ireland. Our website is [www.blanchardstowncu.ie](http://www.blanchardstowncu.ie)

15.2 We are regulated as a credit institution by the Central Bank of Ireland under reference number 291CU. The Central Bank of Ireland's address is PO Box No. 559, Dublin 1.

#### Communicating with us

15.3 If you wish to contact us in relation to your Account, you can contact us through our Credit Union office or in any other way we make available to you. Contact details for each of our Credit Union office are available on our website. Alternatively you can contact our general phone line on +353 (0) 1 820 3495.

#### About you

15.4 You need to keep us updated with your contact information so that we can communicate with you safely and quickly. If you don't tell us promptly about a change in your details, you may not receive information that could be important, or it may be accessed by someone else.

15.5 When you tell us that your situation or details are changing, we may ask you to confirm this in a certain manner (such as in writing or by text message) or to comply with any other procedures.

15.6 If you do not keep us informed of these changes, your eligibility for your Account, the services we can offer you or how they work might be affected.

#### Communicating with you

15.7 Where we are allowed by law, we may contact you in a variety of ways, such as in person, using our online banking services, by post, electronic or telecommunication means or any other way available to us.

15.8 Any notice sent by us to the last address you gave us is considered to be delivered immediately on delivery if it is delivered by hand and two Business Days after it is posted if sent by post (even if mis-delivered or returned undelivered).

15.9 Any notice sent by email, text message or fax (to your last number or email address known to us) or made available online (for example, via any message facility available through our online banking services) is considered to have been received by you at the time it is sent.

15.10 We may monitor or record any communications between you and us, including telephone calls. We can use these recordings for a variety of reasons (for example, to check your instructions to us, to assess and improve our customer services and/or to help detect or prevent fraud and other crimes).

15.11 This Agreement is in English and we will only write and communicate with you in English.

### 16. Complaints

16.1 If you feel we have not met your expectations in any way, please let us know so that we can address the problem as quickly as possible.

16.2 If you wish to make a complaint, you can do so by visiting our website or by writing to our Credit Union office and we will look into it. If you are still not happy with the conclusion that we come to, you have the right to take your complaint to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. The Ombudsman's office is independent and it looks into, and makes a decision on the complaints of members.

### 17. Your Information

For information in relation to how we collect personal information about you, how we use it and how you can interact with us about it, see our Data Protection Notice in our Credit Union office and online. It may change from time to time.

### 18. Copy Agreement

We can provide you with a copy of this Agreement in electronic or paper form or a copy in a larger print if you contact us to request it. If we ask you to do so, you agree to print or download any documents we provide to you in electronic form.