Covered Loan

Terms & Conditions

THIS DOCUMENT CONTAINS IMPORTANT INFORMATION.
PLEASE READ CAREFULLY AND RETAIN FOR FUTURE REFERENCE.

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TERMS AND CONDITIONS

Your agreement with us (Member First Credit Union, Ltd.) for your Member First Credit Union Covered/Secured Loan facility consists of these terms and conditions and the following additional terms and conditions:

- any terms and conditions implied by law in the credit union-member relationship.
- the application form and credit agreement completed by you when applying for your loan (**Application Form/Credit Agreement**).
- all signing instructions in respect of your account that you give us from time to time and all other documents that are incorporated, either expressly or otherwise, into these terms and conditions.

Copies of these terms and conditions may be obtained from your Credit Union or on our website **www.mfcu.ie**. If you have any questions with regards to these terms and conditions, we will be happy to discuss them with you.

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1. Loan Availability

1.1 This product is available to new and existing members of Member First Credit Union Ltd. aged 18 years or older.

1.2 For members aged 80 years and older, an insurance waiver must be explained & signed by the member as there is no insurance cover provided.

1.3 The minimum loan amount is €500 with a maximum loan amount of €100,000.

1.4 This product cannot be provided along with another loan type as it is a stand-alone loan product.

2. Applying for a loan

2.1 An application for a Covered loan may be made by completing the relevant loan application form as provided by the Credit Union for this purpose. Unless we already hold it, you must supply us with all necessary information and documentation to satisfy our obligations to identify you under legislation to combat money laundering and terrorist financing.

2.2 In line with standard lending practices, all loans provided by Member First Credit Union Ltd. are subject to assessment by the Credit Union of the member's financial status and borrowing history.

2.3 In agreeing to advance the loan, you agree to borrow funds subject to the terms and conditions set out in the credit agreement.

2.4 We reserve the right to decline a loan application.

3. Term Of The Loan

3.1 The maximum term of a Covered Loan is **typically** 5 years.

4. Drawdown/Security

4.1 You must draw down the loan no later than 60 days after the loan is approved. If the loan is not drawn down within this period, the loan offer will lapse, and you will be obliged to reapply with a new application and supporting documentation.

5. Repayment

5.1 You agree to repay the loan and to pay interest on it in accordance with the terms and conditions of the credit agreement.

5.2 Loan repayments can be made In-Branch, by Direct Debit, Realex or Electronic Funds Transfer.

5.3 Repayments can be made weekly, fortnightly, or monthly. Once a schedule of payments has been set-up, typically alterations to repayment frequency cannot be made during the lifetime of the loan agreement.

5.4 There is no penalty for early or lump sum repayments.

5.5 In the event that your repayment becomes due on a date we are not open for business, you must pay it on the next business day.

5.6 You can terminate the loan agreement at any time by repaying everything you owe in connection with the loan including accrued interest.

6. Interest

6.1 The initial rate of interest chargeable on this loan is 6.99% (7.22% APR) variable.

6.2 This rate is a discount on the standard variable rate and therefore is not eligible for an interest rebate should one be approved by the Board of Directors at the AGM.

6.3 This loan rate only applies to new loan applications and does not apply to loan top ups unless the loan top up amount does not exceed the shares held in the account & meets the criteria of a covered loan.

6.4 Details of the rate will be advised to you on loan application.

6.5 Interest will be calculated and accrue based on the daily balance of the loan amount outstanding.

6.6 We charge interest to your account daily.

7. Statements

7.1 Statements of your account will **not** be issued by post. Statements of your account can be obtained for a nominal fee (see our fee structure details) by calling into any of our branches. Alternatively, statements of your account are available 24/7 at no cost on your CUOnline+ account.

8. Arrears

8.1 In the event that your loan account goes into arrears, we reserve the right to apply the standard variable loan rate to the balance outstanding.

8.2 Any residual balance on the loan account will be then charged at the standard variable loan rate.

8.3 The loan and any interest relating to the loan is immediately repayable in the event of your bankruptcy, death, or contractual incapacity.

9. Joint & Several Liability

9.1 If your loan is a loan in joint names, the obligations of the joint loan account holders to us under these terms and conditions and credit agreement, in respect of all operations of the account are joint and several.

9.2 Loan related documents must be signed by all parties.

9.3 Payments from a joint loan account will be made in accordance with the latest signing instructions governing the operation of the joint account.

9.4 Correspondence and notices in relation to a joint loan will be sent by us to the first named person on the account. Such correspondence and notices will be deemed by us to have been received by all parties to the loan.

10. Fees and Charges

10.1 There are no set up charges, maintenance, or transaction fees on your loan account.

10.2 Member First Credit Union reserve the right to change its fees and charges. If we change our fees and or charges, we will display the new fees and charges structure on notices in our branches and on our website, which can be found at www.mfcu.ie .

11. Changes to these Terms & Conditions

11.1 We may change these terms and conditions from time to time.

11.2 Changes in these terms and conditions will be advised to you by any of the following methods: we will display the new terms and conditions on notices in our branches and on our website, which can be found at www.mfcu.ie.

12. Contacting Each Other

12.1 Our head office is Member First Credit Union Limited, Artane Roundabout, Malahide Road, Dublin 5.

12.2 We are a public limited company registered at the Companies Registration Office, Dublin under registration number C13825.

12.3 Our principal business is the provision of financial services, and we are regulated as a credit institution by the Central Bank of Ireland.

12.4 If you wish to contact us in relation to your account, please telephone (01) 8513400.

12.5 Subject to applicable law, we may contact you in person or by phone, post or hand delivery, or by email, online or other electronic means.

12.6 You will be deemed to have received any notice sent by us to the last address notified by you immediately upon delivery if delivered by hand and 2 business days after dispatch if sent by ordinary post, even if it is mis-delivered or returned undelivered. Any notice sent by email or online will be deemed to have been received by you at the time it is sent.

12.7 In the event that you change your address, you must notify us immediately so we can update our records accordingly.

12.8 We may record or monitor phone calls between you and us so that we can check instructions and make sure that we are meeting our service level standards and to ensure the security of our business and that of our customers and staff, and for the purposes of training our staff.

12.9 These terms and conditions are in English, and we will only write and communicate with you in English.

13. Complaints

13.1 In the event that you wish to make a complaint, you may do so by writing to Complaints Officer at Member First Credit Union Limited, Artane Roundabout, Malahide Road, Dublin 5, or by emailing to complaints@mfcu.ie or ringing (01) 8513400.

If you are not satisfied with the outcome of your complaint, you are entitled to take your complaint to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2. Further details of our complaint's procedure are set out in www.mfcu.ie .

14. Data Protection

14.1 We will at all times comply with our obligations in accordance with applicable data protection laws and regulations as regards relevant data in our possession relating to you.

14.2 You agree that we may hold and process information about you for the purposes of operating your account.

14.3 We will make all disclosures and provide all information required to the Irish Revenue Commissioners and other relevant authorities in accordance with applicable laws and regulations.

15. Liability

15.1 We shall not be liable to you for breach of contract or for any loss of cost suffered or incurred by you in the event we cannot carry out our responsibilities to you due to circumstances beyond our reasonable control including, amongst other things, acts of God, fire, acts of government, war, civil unrest, inability to communicate with third parties, failure of any computer or telecommunications system, or failure of any payment, settlement or clearance system, labour disputes or the acts of omissions of our agents or any other third party.

15.2 We shall not be liable to you if you are claiming for any loss or damage arising from any delay or refusal to carry out any instruction for a payment to or from your loan account where we are entitled to do so in accordance with these terms and conditions or by law, or for any loss or damage you may suffer as a result.

15.3 Clause 15.2 will not apply if the Credit Union acts fraudulently, with willful default or gross negligence, or where the law does not allow us to exclude our liability.

15.4 You will be liable to indemnify us for any loss or expenses (including legal fees) that we may incur resulting from any breach of these terms and conditions by you.

16. Governing law & Jurisdiction

16.1 The Loan Application Form and Credit Agreement and any non-contractual obligations arising out of or in connection with these forms, are governed by and construed in accordance with Irish law.

WARNING

IF YOU DO NOT MEET THE REPAYMENTS ON YOUR CREDIT AGREEMENT, YOUR ACCOUNT WILL GO INTO ARREARS.

THIS MAY AFFECT YOUR CREDIT RATING, WHICH MAY LIMIT YOUR ABILITY TO ACCESS CREDIT IN THE FUTURE.

Member First Credit Union, Ltd. is regulated by the Central Bank of Ireland.