



DEPUIS 1924

BANQUE  
DELUBAC & CIE  
EXPERTS ET INDÉPENDANTS

# SEPA TRANSFERS AND DIRECT DEBITS

## 1. SEPA TRANSFERS

**How SEPA transfers work:** SEPA transfers are transactions which allow funds to be transferred from one bank account to another. These transfers may be:

- one-off (a single payment) or a standing order (recurrent payments to the same account for the same amount);
- instant or scheduled (allowing the customer to choose a date);
- made between accounts belonging to a customer (held at the same or a different bank) or to a third-party beneficiary.

Accounts involved in SEPA transfers are identified using their BIC<sup>1</sup> and IBAN<sup>2</sup> (which you will find on the document with your account details (RIB)<sup>3</sup>, on your statements and on your cheques). For a SEPA transfer to be made, you must provide us with the following details:

- the number of the account to be debited;
- the transfer amount;
- the date on which you wish the transfer to be made;
- the BIC and IBAN of the beneficiary account;

Within the SEPA zone, transfers are made in euros.

### **Cancelling a SEPA transfer:**

- one-off transfers: the payment order is irrevocable once it has been received by the bank, meaning one-off SEPA transfers cannot be cancelled.
- standing order: the payment order remains valid until it is revoked. You may therefore instruct us to cancel either one or all future payments. If you wish to cancel one payment, you must inform us by the end of the business day before the date on which the transfer is due to be made.

Once a payment has been made, the only way to recover your funds is with the agreement of the beneficiary. It is therefore important you carefully check the transfer amount and details of the beneficiary account before confirming any transfer.

**Disputing a SEPA transfer:** in the event of an unauthorised SEPA transfer, you must inform us of this within **13** months from the date on which the amount is debited from your account. In such cases, we may refund you, depending on our assessment of the transaction.

## 2. SEPA DIRECTS DEBITS

**How SEPA direct debits work:** SEPA direct debits have replaced national direct debits. These involve one-off or recurrent payments in euros between a creditor and a debtor involving accounts held at

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<sup>1</sup> Bank Identifier Code (BIC).

<sup>2</sup> International Bank Account Number (IBAN).

<sup>3</sup> A *Relevé d'identité Bancaire* (RIB) is a document issued by banks in France to account holders containing information on their account which allows it to be identified.

banks domiciled in the SEPA zone. Such transactions are based on a dual mandate given by the customer to their creditor using a standard form (SEPA direct debit mandate), authorising the creditor to pull amounts payable from the customer's account on one or more occasions, and the bank to debit their account for the amount(s) of these direct debit(s). SEPA direct debits allow recurrent or one-off invoices to be paid to a creditor based in the SEPA zone.

There are two types of SEPA direct debits:

- SEPA Direct Debit Core scheme (SDD Core), available to all customers (transactions involving private individuals-companies and companies-companies);
- SEPA Direct Debit Business to Business (SDD B2B) scheme, available only for transactions between professionals (private individuals within the context of their professional activity and legal entities). This is an optional scheme.

Moreover, since 1 February 2016, the Interbank Payment Order system (TIP) and electronic payment orders (*télé règlement*) have been replaced by the SDD Core and SDD B2B schemes.

#### **Information to be provided for SEPA direct debits:**

for a direct debit mandate to be put into place, it must include the following information:

- the name, address and signature of the debtor;
- the document containing the account details of the debtor (RIB);
- the name, address and SCI<sup>4</sup> of the creditor;
- the type of direct debit (one-off or recurrent);
- the date the mandate is signed;
- the UMR<sup>5</sup>.

**Execution of a SEPA direct debit:** once a direct debit is in place, the transaction is carried out in accordance with the conditions contained in the mandate. However, if the debtor's account has insufficient funds on the date set for the direct debit, it will be refused. A debtor may ask the creditor for the direct debit to be rescheduled. If the creditor agrees, they must inform their bank so it may take the necessary steps to implement this.

**Stopping a SEPA direct debit:** to stop a SEPA direct debit, the debtor must:

- write to the creditor requesting they do not pull any more funds from their account;
- inform their bank, providing details of the SEPA direct debit they wish to stop.

**Objecting to a SEPA direct debit:**

- To object to a SEPA direct debit before its payment date without challenging the mandate which was signed, the debtor must:
  - write to the creditor requesting they do not ask their bank to process the direct debit in question;

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<sup>4</sup> A SEPA Creditor Identifier (SCI) is issued to creditors by the Bank of France in order to allow a SEPA direct debit to be set up.

<sup>5</sup> The Unique Mandate Reference (UMR) allows a SEPA mandate to be identified using a unique reference given by the creditor.

- inform their bank at least one business day before the date on which the transaction is due to be executed, providing details of the SEPA direct debit they wish to cancel.
- To dispute an authorised SDD Core direct debit for which an account has already been debited, the debtor has 8 weeks from the date on which the amount is debited to ask their bank to refund the amount. However, an SDD B2B direct debit which has been authorised and debited may not be disputed.
- To dispute an unauthorised SDD Core or SDD B2B direct debit, the debtor may request a refund within 13 months following the date on which their account is debited.

Please note that Challenging a SEPA direct debit does not relieve the debtor of any obligations they have to pay their creditor.

	SEPA Direct Debit Core scheme (SDD Core)	SEPA Direct Debit Business to Business scheme (SDD B2B)
<b>Parties involved</b>	General public	Legal entities and professionals only
<b>Bank account identification</b>	BIC and IBAN	BIC and IBAN
<b>Mandate reference</b>	RUM	RUM
<b>Creditor identifier</b>	ICS	ICS
<b>Validity of the mandate</b>	36 months following the last transaction	36 months following the last transaction
<b>Copy of mandate to be sent to the bank</b>	-	Copy of mandate sent to the bank by the debtor
<b>Mandate kept by</b>	The creditor	The creditor and the debtor's bank
<b>Notification period for informing the debtor before funds are pulled from their account</b>	14 days before the payment date, unless otherwise agreed by the creditor and debtor	14 days before the payment date, unless otherwise agreed by the creditor and debtor
<b>Deadline for a creditor to request a one-off SEPA direct debit or the 1<sup>st</sup> of a series of SEPA direct debits involving the same UMR</b>	At least 5 business days before the date on which the account is to be debited	At least 1 business day before the date on which the account is to be debited
<b>Deadline for a creditor to request the 2<sup>nd</sup> (and subsequent) payment in a series of SEPA direct debits involving the same UMR</b>	At least 2 business days before the date on which the account is to be debited	At least 1 banking day before the date on which the account is to be debited
<b>Deadline for disputing a SEPA direct debit authorised by the debtor</b>	8 weeks after the account has been debited	May not be disputed
<b>Deadline for disputing a SEPA direct debit not authorised by the debtor</b>	13 months after the account has been debited	13 months after the account has been debited

#### Key features of the SSD Core and SDD B2B direct debit schemes