



Post Office Money Personal Loans

Terms and Conditions

1. INTRODUCTION

Post Office Money Personal Loans are provided by Bank of Ireland (UK) plc.

In this Agreement, we, Bank of Ireland (UK) plc (company registration number 7022885) of Bow Bells House, 1 Bread Street, London EC4M 9BE, agree to lend and you agree to borrow the amount of credit shown on page 1 of your Agreement.

Post Office Limited (company registration number 02154540) of Finsbury Dials, 20 Finsbury Street, London, EC2Y 9AQ is the Credit Intermediary.

2. PAYMENTS

- 2.1 You must repay the "Total amount payable" (as set out in the Agreement) in the amounts and on the repayment dates we notify to you. Your repayments have been calculated to include interest payable on the amount of credit. Payment will be by direct debit unless we agree otherwise. If any due date for payment falls on a bank holiday or weekend, then payment will be made on the next business day.

You agree that punctual payment is an essential term of this Agreement.

- 2.2 Any repayment you make shall, at our reasonable discretion, be applied in the following order:
- (i) first against any interest, costs and fees you have incurred; and
 - (ii) against the amount of credit specified in the Agreement.

3. WITHDRAWAL

- 3.1 You will have a period of time in which to withdraw from the Agreement. You must give notice before the end of the period of 14 days starting with whichever is the latest of (a) the day after the Agreement is made, and (b) the day after you receive a copy of the executed Agreement or notification that the Agreement has been executed. If you do not withdraw from the Agreement within this period, you will be bound by its terms. The Agreement will then continue unless brought to an end by you or us.
- 3.2 If you withdraw from this Agreement under clause 3.1 above, you must repay the total 'Amount of credit' plus any interest that has accrued from the date the credit was provided until the date it is repaid within 30 days beginning with the day after the day on which you told us you wanted to withdraw. If you do not repay the amount of credit plus interest this will be deemed to be a breach of the Agreement and we may recover the sums owed by you as a debt.

4. EARLY REPAYMENT

- 4.1 You can repay all or part of the credit borrowed under this Agreement at any time. If you wish to make an early full or partial repayment, you must:
- (a) give us notice orally or in writing. Our contact details can be found at the "Early repayment" section of your Agreement; and



- (b) make the repayment before the end of the period of 28 days beginning with the day after we receive notice from you, or on or before any later date specified in the notice.
- 4.2 Where you take the steps listed in clause 4.1 above, the amount you owe us will be reduced by an amount equal to the sum of the amount paid and any statutory rebate, where applicable.
- 4.3 On or after making an early partial repayment, you can ask us to give you a statement showing the effect of your early repayment on your loan account, which we will provide before the end of the period of seven working days from the day we receive your request.
- 4.4 Please note that if you make an early partial settlement, your remaining balance can then be repaid within a shorter credit period or your remaining instalments can be reduced and the original credit period can remain unaltered. We will give effect to any partial early repayments by reducing the term of your Agreement unless you request otherwise.
- 4.5 Please note that early payments to your account will be allocated to the oldest outstanding debt first.

5. OUR RIGHT TO TERMINATE AND DEMAND PAYMENT

- 5.1 We will send you a written default notice under the Consumer Credit Act 1974 if any of the events listed below occur:
 - (a) you fail to pay any repayment or other sum due under this Agreement by its due date;
 - (b) you fail promptly to keep to your side of this Agreement;
 - (c) if you have a bankruptcy petition or order presented or made against you (or its equivalent in Scotland) or have execution levied against any of your assets;
 - (d) you propose/enter into a voluntary arrangement with your creditors;
 - (e) you die;
 - (f) if any information provided by you before or after the date of this Agreement is found to be inaccurate or untrue; and/or
 - (g) we have reasonable grounds to suspect unauthorised use of the credit such as fraud, theft or dishonesty.
- 5.2 If you do not put right your default by the date specified in the default notice which we send you under clause 5.1 above, then we will treat you as having repudiated this Agreement. This means that we will be able to take all or any of the following steps:
 - (a) demand immediate repayment in full of the outstanding balance of the total amount payable plus any interest, fees, charges and other sums due and payable under this Agreement;
 - (b) terminate this Agreement;
 - (c) enforce any security which we may hold for your obligations under this Agreement; and/or
 - (d) report your default to a credit reference agency.

6. COSTS AND EXPENSES

- 6.1 If you fail to comply with any provision of this Agreement, then you must pay us our reasonable costs and expenses, including our reasonable legal costs which we incur in perfecting, protecting and enforcing our rights and remedies under this Agreement against you. Please refer to the "Charges for late payment" section of the Agreement and below at Clause 6.2 for details of the default charges which we may charge you.
- 6.2 If we do not receive your monthly repayment by its due date, the following default sums may be charged:
 - For each missed or unpaid direct debit: £12.



- 6.3 We may vary the default sums listed in clause 6.2 above by giving you not less than thirty days' written notice in order to comply with changes in laws and regulations or to take account of changes in the costs of running our business.
- 6.4 Interest payable on any default sums shall be on a 'simple interest' basis and will be charged 29 days after the day on which you receive a Notice of Default Sums.
- 6.5 If we have to locate you, then we will charge you Tracing Agents' fees at the agent's standard rates which are current at that time.
- 6.6 At our discretion, these charges will either be debited to your account, payable by you on demand or be dealt with as provided by Clause 2.

7. USE OF LOAN

You acknowledge that the Cash Loan shown in "Total amount payable", or any part of such Cash Loan is not made under pre-existing or contemplated future arrangements between us and any supplier of goods or services and is not subject to any other restrictions concerning its use.

8. ASSIGNMENT

- 8.1 We may transfer, assign, or charge this Agreement or any or all of our rights or duties under this Agreement to any other person. You will be informed of any such transfer as soon as reasonably possible unless there are no changes to the way in which your loan will be serviced. If after any such transfer, the arrangements for servicing the loan do change, you will be informed on or before the first occasion that they do. Your legal rights will not be affected and your obligations will not be increased as a result.
- 8.2 This Agreement is personal to you and you may not transfer or assign any of your rights or duties under this Agreement.

9. RIGHT OF SET-OFF

If a refund is due to you under this Agreement, but you owe us money under or in connection with any other agreement you have with us, you authorise us to, and agree that we may, set off the refund against any amounts due from you to us.

10. DATA PROTECTION - using your information

10.1 Considering your application

Post Office Money Loans are provided by Bank of Ireland (UK) plc ("Bank", "we" or "us"). Both the Bank and Post Office Limited are data controllers.

To help us decide whether to enter into this, we will search your record at one or more credit reference agencies. They will provide us with information, including information from the electoral register. A record of our search will be made and this will be available to other organisations that make similar searches. This may impact on your ability to obtain credit elsewhere for a short period of time. Information held about you by credit reference agencies may already be linked to records relating to any person with whom you have previously stated there is a financial association ("associated person"). For the purposes of this agreement/application you may be treated as financially linked to such associated person(s) and your application assessed with reference to any "associated" records.

If you are a joint applicant or if you have told us about an associated person as part of this application, you must be sure that you are entitled to: (i) disclose information about your joint applicant and such associated



person, and (ii) authorise us to search, link or record information about you and such associated person at any or all credit reference agencies.

Any information about an associated person which you disclose to us will be recorded by the credit reference agencies. This will link your financial records including other names and addresses used by you and such associated person. In future applications by either or both of you, each of these financial records will be taken into account and this process will continue until one of you successfully files a disassociation at the credit reference agencies.

We may also use information we gain from your performance of any other agreement you have with us or any Bank of Ireland group company. We may also use a credit scoring system or other automated decision making system. If we refuse your application for credit based purely on an automated decision making system then you can ask us to review our decision.

Any information we hold about you or an associated person may be used for statistical analysis (whether an application is accepted or declined).

10.2 Use and disclosure of your information

We will add to your record with the credit reference agencies by giving information relating to your Agreement and your repayment record. We will also tell them of any default and any change of address you fail to tell us about where any payment is overdue. It is important that you give us accurate information. We will check your details with fraud prevention agencies and if you give us false or inaccurate information, and fraud is identified, we will pass details to them. Law enforcement agencies may also access and use this information.

The information we obtain will be shared with and crosschecked by other businesses, including Bank of Ireland group companies, other lenders, fraud prevention agencies, companies or other bodies which maintain registers of assets and interests in them, any insurers, third parties engaged by us and anyone who introduced you to us. We and other organisations may also access and use this information to manage your account and to prevent fraud and money laundering, for example:

- (i) to check details on applications for credit and credit related services or other facilities;
- (ii) to verify your identity;
- (iii) to trace debtors or, recover debt;
- (iv) to manage credit and credit related accounts or facilities;
- (v) to check details on proposals and claims for all types of insurance;
- (vi) to check details of job applicants and employees;
- (vii) to carry out statistical analysis and market research;
- (viii) to develop and improve the products and services we provide and make available; and
- (ix) use for testing and validation purposes as part of future infrastructure and system enhancements (for example changes to our application and/or account management systems).

This information will also be shared with Post Office Ltd so that they may carry out statistical research and analysis, compliance and regulatory reporting. If you want to receive details of those fraud prevention agencies from whom we obtain and with whom we record information about you, please write to us at Post Office Money Loans Customer Service Team, PO Box 246, Sheffield, S98 1QD

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.



10.3 Direct Marketing

Post Office Ltd and its trusted partners may contact you from time to time by post, telephone, email or SMS with details of special offers or other products and services which we or third parties offer unless you have told us otherwise. For this purpose, we may make use of an automated decision making programme now and in the future. Post Office Ltd and its trusted partners may also share information about you with:

- (i) Bank of Ireland Group; and
- (ii) Any other person or company they select from time to time so that they can use it for similar purposes.

You have a legal right to stop us from contacting you or giving your details to others for direct marketing purposes. Please write to Post Office Money Loans Customer Service Team, PO Box 246, Sheffield, S98 1QD if you wish to exercise this right and we will stop doing so within a reasonable amount of time.

10.4 Transferring your information abroad

From time to time we may transfer information about you to previously approved companies or people based outside the European Economic Area. We will only do so if the person or company agree to give your information the protection we would have to give it in the UK and to act on our instructions.

10.5 Sensitive information

You may have given us information about whether you have any disability. You do not have to give us this information if you do not want to. If you choose to provide details of any disability, we will only use it to provide additional assistance where possible.

10.6 Your right to information

You have a legal right to receive a copy of the information we hold about you. To see this information, write to Customer Services Department, Post Office Money Loans Customer Service Team, PO Box 246, Sheffield, S98 1QD. You must pay a fee before we provide the information. We will tell you the current fee when you write to us.

11. GENERAL

- 11.1 You shall immediately notify us of any change in your address.
- 11.2 You must ordinarily reside in the United Kingdom
- 11.3 Where more than one Customer is detailed in this Agreement, all persons named as Customers shall jointly as well as severally comply with the terms of this Agreement. This means that each of you could be held liable for the payment of all sums due under this Agreement.
- 11.4 We may decide from time to time, not to enforce some or all of our rights under this Agreement. If we do this, we will not be prevented from subsequently enforcing those or other rights.
- 11.5 Any supplier or other person through whom this Agreement may have been introduced, negotiated or conducted, is not our agent for the purposes of such introduction or negotiation, subject as provided by law. If the word "agent" is used, it shall be construed in a descriptive sense only and not as implying any legal relationship.
- 11.6 This Agreement takes effect only when it has been signed by all parties.



- 11.7 This Agreement and any dealings with you prior to any agreement being made shall be governed by and interpreted in accordance with Northern Irish law if you are ordinarily resident in Northern Ireland, or Scottish law if you are ordinarily resident in Scotland or English law if you are resident anywhere else.
- 11.8 Your Agreement is in English and all communications issued under or in connection with it will be in English.

12. COMPLAINTS AND NOTICES

- 12.1 If you wish to make a complaint, in the first instance, please either speak or write to the person or department that has given you the service you would like to complain about. A copy of our complaints procedure is available upon request. We can usually resolve your complaint straight away. If we cannot, we will tell you how long it will be before we can give you an answer. If you are unhappy with the response you receive, please refer to 12.2 below.
- 12.2 Please contact Head Office by calling us on: 0800 169 2000 (lines are open from 8.00 am to 8.00 pm Monday to Saturday, and 9.00am – 5.00pm on Sunday. We are closed on bank holidays). We will take the details of your complaint, and pass it to the right person, who will contact you within two working days.

If you would like to put your complaint in writing, please address it to: Customer Services Department, Post Office Money Loans Customer Service Team, PO Box 246, Sheffield, S98 1QD. When we receive your letter of complaint we will reply to you within five working days. We will always deal with your complaint as quickly as we can. We will keep you updated by sending you a letter advising you of the current status of your complaint, within four weeks of receiving it. If we have not been able to deal with your complaint within eight weeks of receiving it we will write to you and explain the stage we have reached and what we plan to do next. If at this stage you are not happy with the progress we have made you have the option of referring your complaint to the Financial Ombudsman Service if you deal as a consumer. If you deal as a business customer then you may be able to complain to the Financial Ombudsman Service. The Ombudsman will be able to tell you whether or not he can look at your complaint.

- 12.3 If you have a complaint that we do not resolve to your satisfaction, the Financial Ombudsman Service may be of assistance. They can help resolve disputes between financial institutions and their customers. They are entirely independent and the service is free of charge to consumers. Ask us for a leaflet, or contact the Financial Ombudsman Service for details at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123 or email complaint.info@financial-ombudsman.org.uk.
- 12.4 If you wish to send any notice or request to us under any statute or otherwise, you may contact Post Office Money Loans Customer Service Team, PO Box 246, Sheffield, S98 1QD

0800 All calls to 0800 numbers are free of charge whether made from a landline or mobile phone. Calls may be monitored or recorded for training and compliance purposes.