



1 Introduction

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

Under this agreement:

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

2 Payments

- 2.1 You must repay the total amount payable (as set out in your consumer credit agreement) in the amounts and on the repayment dates we tell you. We have worked out your repayments to include interest due on the loan. You must pay by direct debit unless we agree otherwise. If any repayment date falls on a bank holiday or weekend, we will take the repayment on the next working day.

You agree that making your repayments on time is an essential term of this agreement.

- 2.2 We will normally use any repayment you make:

- firstly to pay any interest, costs and fees you owe; and
- then to reduce the principal amount of the loan (that is, the amount you borrowed, before interest, fees and charges are added to it).

3 Withdrawal

- 3.1 If you want to withdraw from the agreement, you must give us notice within 14 days of the day after:

- this agreement is signed by you and us; or
- you receive a copy of the agreement signed by you and us; or
- you receive notice that the agreement has been signed by you and us; whichever is later.

If you do not withdraw from the agreement within this period, you will be bound by it. The agreement will then continue unless you or we end it.

- 3.2 If you withdraw from this agreement under clause 3.1 above, you must, within 30 days from the day after you told us you wanted to withdraw, repay the total 'amount of credit' plus any interest that has built up from the date the credit was provided until the date it is repaid. If you do not repay the amount of credit plus interest, we may take action against you to recover the amount you owe.

4 Early repayment

- 4.1 You can repay all or part of the credit at any time. If you want to do this, you must:

- tell us this (our contact details are given in the 'Early repayment' section of the agreement); and
- make the repayment within 28 days from the day after we receive notice from you, or on or before any later date you gave in your notice.

- 4.2 If you pay off part of the credit, the remaining amount you owe us will be reduced by the payment you made and any rebate you are entitled to.

- 4.3 At the time you make an early payment, or at any time afterwards, you can ask us to give you a statement of your loan account, which we will provide within seven working days.

- 4.4 If you pay off part of the credit early, you can ask us to reduce the term remaining on your loan or reduce your monthly repayment. If you do not tell us what you want to do, we will reduce the term of your loan.

4.5 Please note that we will use early payments to your account to pay off the oldest outstanding debt first.

5 Our right to end this agreement and demand repayment

5.1 If any of the events listed below happen, we will send you written notice (called a default notice) that you have broken the agreement. The notice will set out how you have broken the agreement and the action you need to take.

- (a) You fail to make any payment due under this agreement by its due date.
- (b) You break this agreement.
- (c) You become unable to pay your debts, or have a bankruptcy petition or order (or its equivalent in Scotland) made against you, or an administrator or receiver is appointed over any of your assets.
- (d) You enter, or try to enter into an 'individual voluntary arrangement' with your creditors to deal with your debts.
- (e) You die.
- (f) We find that any information you have provided, either before or after the date of this agreement, is incorrect.
- (g) We have good reason to suspect unauthorised use of the credit, such as fraud, theft or dishonesty.

5.2 If you do not take the action set out in any default notice before the notice period runs out, we can take all or any of the following steps.

- (a) Demand that you immediately pay in full the total amount you owe us under this agreement, less any rebate you are entitled to.
- (b) End this agreement.
- (c) Enforce any security which we may hold in relation to this agreement (for example, by seizing assets you have used as security for the loan).
- (d) Report the matter to a credit-reference agency.

6 Costs and expenses

6.1 If you do not keep to this agreement, you must pay us our reasonable costs and expenses, including our reasonable legal costs arising from taking action against you (default charges). The current default charges are set out in clause 6.2. Please see the 'Charges for late payment' section of your consumer credit agreement for more details.

6.2 If we do not receive your monthly repayment by the date it is due, we may charge you £12 for each late or unpaid direct debit

6.3 We may charge extra default charges, or change the amount of the default charge shown in clause 6.2 above, by giving you at least 30 days' written notice. We will only do this if it is necessary to keep to changes in laws and regulations or to take account of changes in the costs of running our business.

6.4 Interest we charge on any default charges will be on a 'simple interest' basis (that is, it will be charged only on the amount of the default charge, not any interest subsequently added to it). We will charge the interest 29 days after the day you receive written notice from us.

6.5 If we have to track you down, we will charge you tracing agents' fees at the agent's standard rates at the time.

6.6 We may add the charges under this section 6 to the amount you owe on your account (in which case you must pay them as set out in clause 2 above) or demand that you pay them immediately.

7 Using the loan

The 'cash loan' shown as part of the total amount payable', or any part of the loan, is not made under existing or future arrangements between us and any supplier of goods or services, and there are no restrictions on how you use it.

8 Transferring the agreement

8.1 We may transfer this agreement, or any of our rights or duties under it, to any other person. We will tell you about any transfer as soon as reasonably possible, unless there are no changes in how your loan account will be managed. If, after a transfer, the arrangements for managing your loan account change, you will be told this when or before the change happens. A transfer will not affect your legal rights or increase your obligations under this agreement.

8.2 You cannot transfer any of your rights or duties under this agreement to anyone else.

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, we can set off the refund against the amounts you owe us (that is, we can put the refund towards the debt).

10 General

10.1 You must immediately tell us if your address changes.

10.2 You must have your permanent or main home in the United Kingdom.

- 10.3 Where more than one person is named as 'Customer' in your consumer credit agreement, these conditions will apply to you all jointly and to each of you individually. This means that each of you could be held liable, alone or with the other customers, for paying all amounts due.
- 10.4 We may sometimes decide not to enforce some or all of our rights under this agreement. If we do this, we can still enforce those rights, or any other rights, in the future.
- 10.5 Any supplier or other person this agreement may have been arranged through is not our agent, except where the law says otherwise. If the word 'agent' is used, it does not create any legal relationship.
- 10.6 This agreement comes into force when it has been signed by us and all customers named in your consumer credit agreement.
- 10.7 This agreement and any dealings we have with you before you take out the loan will be governed by:
- Northern Irish law, if your permanent or main home is in Northern Ireland;
 - Scottish law, if your permanent or main home is in Scotland; or
 - the laws of England and Wales, if your permanent or main home is anywhere else.
- 10.8 All communications we provide in connection with this agreement will be in English.

11 Complaints and notices

- 11.1 If you want to make a complaint, you should first speak to or write to the person or department that has provided the service you would like to complain about. You can ask us for a copy of our full complaints procedure. We can usually settle your complaint straight away. If we cannot settle your complaint straight away, we will tell you how long it will be before we can give you an answer.
- 11.2 If you are unhappy with the response you receive from us, please contact Head Office by calling us on 0800 169 2000 (lines are open from 8am to 8pm Monday to Friday). 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, send it to:

Customer Services Department
Post Office Loans Customer Service Team
PO Box 246
Sheffield
S98 1QD.

When we receive your letter we will reply to you within five working days. We will always deal with your complaint as quickly as we can and aim to settle it within 15 working days. However, in some cases it may take us a little longer. If this is the case, we will keep you up to date with our progress by sending you a further letter within four weeks of receiving your complaint.

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 can complain to the Financial Ombudsman Service.

- 11.3 If you refer your complaint to the Financial Ombudsman Service they will be able to tell you whether or not they can look into the complaint for you. The service is entirely independent and is free of charge to consumers. Ask us for a leaflet, or contact the Financial Ombudsman Service at:
- The Financial Ombudsman Service
Exchange Tower
London
E14 9SR.

Phone: 0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk.

- 11.4 If you have to send us any notice or request in writing, send it to:
- Post Office Loans Customer Service Team
PO Box 246
Sheffield
S98 1QD.