Growth Bond



# A great home for your savings



Post Office Money Growth Bonds are provided by Bank of Ireland UK

PostOfficeMoney.co.uk

## Know exactly how your money will grow

Saving for something special? Maybe you want to create a safety net for any unexpected expenses that crop up? Nobody can be sure of what the future holds. But tucking your money away in a Post Office Money Growth Bond guarantees a fixed rate of interest – so you'll know exactly what you'll earn. If you've got a minimum of £500 to invest and won't need to touch it for at least a year, a Growth Bond could be just the ticket.

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### Our Growth Bond at-a-glance

~	Open with a single deposit – from £500 to £1 million
<b>V</b>	Interest is paid at a fixed rate annually. This means: <b>1 year</b> bond – interest is paid on maturity. <b>2</b> or <b>3 year</b> bond – interest is paid on the anniversary of the account opening
~	You can't make any additional deposits during the fixed term of your account
<b>v</b>	No withdrawals are allowed during the fixed term. After you've opened the bond you won't be able to close your account, unless there are exceptional circumstances (see terms and conditions for more information)

Key Account Information for the Post Office Money Growth Bond			
Account Name	Growth Bond		
	A fixed interest rate for a 1, 2, or 3-year fixed term. Find out the current interest rates in branch, at <b>www.postofficemoney.co.uk</b> or by calling us on <b>0800 169 7500*</b> .		
Interest rates (AERs)	The fixed rates on offer can change at any time. The rate you receive applies to the term you select and what's on offer when we receive your application. Specific rates can only be secured in branch. If you're unhappy with this rate, you can cancel your Bond – see terms and conditions.		
Tax status	Interest is paid after the tax is deducted at whatever the current rate is, unless otherwise instructed – see 'Questions and Answers' overleaf for more information		
Conditions for bonus payment	No bonus payments are made to this type of account		
	No withdrawals during the fixed term.		
Withdrawal arrangements	Closure during the fixed term is only permitted in exceptional circumstances and may be subject to a breakage fee - if the interest you've earned doesn't cover this, you may get back less than you put in (see Terms & Conditions for further details).		
Access	You can view your Growth Bond online at any time, and contact us by phone or post. Find out more in 'Questions and Answers' overleaf		

### Is this the account for you?

### $\checkmark$

### The right choice if you...

- Like the certainty of a guaranteed fixed interest rate
- Want to know your money is held with a well-known savings provider
- Have a minimum of £500 to invest
- Won't need to take out the money during the fixed term

### $\times$ Choose something else if you...

- Think you might need your money at some point during the fixed term
- Don't have any funds readily available to deal with emergencies
- Want to save little and often on a regular basis

### **Questions and Answers**

	For the key things on your mind
Who can open an account?	Anyone aged 16 or over, who is resident and ordinarily resident for tax purposes in the UK, can open a Growth Bond – either individually or jointly with one other person.
Can I open an account for a child/minor?	A Growth Bond for a minor under 16 can only be opened by an adult who is a parent, grandparent or legal guardian. They will need to bring one of the following forms of ID that must be in minor's name, into the branch: current valid full UK passport, original birth certificate or NHS medical card. You must provide certified copies when you apply by post. We'll verify the adult representative's identity and address electronically.
	You can open your account in a number of ways:
	<b>Cash:</b> Up to £1000 can be paid in by cash at a Post Office branch. Please don't send cash in the post.
How do I pay money in?	<b>Cheques:</b> Cheques can be paid in at a Post Office branch or by post. The following are accepted as an initial deposit: a personal cheque drawn in your own name from your own bank account, or one drawn by a financial institution with you as the payee – e.g. a Building Society cheque made payable to you. Other than cheques drawn by a financial institution, we cannot accept third party cheques to open an account. For minors, the cheque may be drawn in the name of the adult representative.
	<b>Transfers from an existing Post Office Savings account:</b> Simply complete your existing Post Office account details as part of your application and we'll arrange the transfer on your behalf. If you are transferring from an Reward Saver account, your request will be treated as a no-notice withdrawal and you will be charged a withdrawal fee.
	Once we've received your initial deposit, no further deposits can be made.
	Partial withdrawals are not permitted.
	You can't withdraw the funds from your Account before it matures. However, we may allow this in exceptional circumstances, such as an event that's outside your control. This would be something you could not have reasonably foreseen when you opened the bond and is likely to cause you significant financial or personal detriment, i.e. bankruptcy or the diagnosis of a terminal illness.
How do I take money out?	Bear in mind that a house purchase would not typically classify as an exceptional circumstance – unless not buying a house would cause you significant personal detriment.
	Any request to close your account must be sent to us in writing and include an explanation of the exceptional circumstance surrounding your request. We may ask for evidence and/or further information. Early closure is usually subject to a breakage fee (outlined in the terms and conditions), which means you could get back less than you originally invested in your Growth Bond.

For the key things on your mind			
What happens at the end of the fixed term?	We'll write to you before your Growth Bond matures to tell you when this is due to happen and the various options you'll then have for your savings.		
What happens if I die during the fixed term?	The Growth Bond may remain invested in your name until it matures, or it may be closed. If it's closed before maturity, we'll repay the amount invested in the Bond together with any interest accrued up to the date of withdrawal (but no breakage fee will be charged). See the terms and conditions for full details.		
When is interest paid?	Interest is calculated daily. For 1-year fixed terms, interest will be paid at the end of the term. If you have a 2 or 3-year term, interest will be added to your Growth Bond annually on the anniversary of the account opening and is only available for withdrawal at the end of the fixed term. Alternatively, you can choose to have your annual interest paid into a nominated bank/building society account.		
Do I pay tax on the interest I receive?	All interest is liable to UK Income Tax. When we add the interest to your account, we take off tax at the basic rate. If your income is not high enough to pay tax, you can register as a non-taxpayer. Interest will then be added to your account without tax taken off. This is based on our understanding of current law and HM Revenue & Customs practice, which is liable to change in ways we cannot predict.		
How do I register as a non-tax payer?	If you're a non-tax payer and don't want to have tax taken off your interest, you need to tell us. You can do this by phoning us on 0345 602 3409* – you'll need your 6 Digit Security Number that we post to you once your account is opened. You can also register by post using an R85 form. To get a form give us a call, or go online to: hmrc.gov.uk/forms/r85.pdf.		
	For joint accounts, both account holders must make a declaration before interest can be paid without tax taken off.		
When will I receive statements?	We don't send out statements, but you can check your Growth Bond balance online or by calling our Customer Services team on 0345 602 3409.*		
What happens if I change my mind?	If you change your mind within 14 days of your account being opened, simply let us know in writing. We'll then help you switch to another of our accounts, without charge, or we'll give you your money back, together with any interest earned.		

\*Call costs vary depending on your provider. Calls may be recorded, monitored and used for training and compliance purposes.

Our lines are open from 8am to 10pm Monday to Friday, 8am to 6pm on Saturdays, and 10am to 5pm on Sundays and bank holidays.

### How to apply

### Your step-by-step checklist

1	Make sure you've read and understood the information in this brochure (including the Key Product Information and Terms & Conditions), as they contain all you need to know before applying. You can find the current interest rate in-branch, online (www.postoffice.co.uk/rates) or by calling us.
2	Complete the application form. Please ensure you complete all mandatory fields – this will help avoid delays to your application.
3	If you're paying by cheque, make sure it's payable to your name (e.g. Mrs Jean Smith or Mr John and Mrs Brenda Jones) matching the name(s) you've written on the application form. You also need to write your name and address clearly on the back of the cheque.
4	If the application is for a minor then an adult representative must complete the Second Applicant section and sign the form. Cheques can be drawn from your personal bank account and made payable to the minor.
5	Either hand the completed application form, together with your initial deposit (if applicable – see 'Questions and Answers' for details) to a member of staff or post it to us using the envelope provided.

### What happens next?

We'll use electronic checks to confirm your identity and will typically open your account within 2 to 3 business days. In limited cases, where we have been unable to confirm your identity electronically, we will contact you by post to request identity documents before we can open your account.

Please note – interest is payable once your account has been opened and your deposit has cleared.

- ) Within 5 to 10 business days from your account being opened we'll send you:
  - Your Welcome Pack this contains all the information you need to know to use your account.
  - Your Online and Telephone Banking User ID and 6 Digit Security Number these allow you to manage your savings online and by phone.

### **Important Information**

### About us

Post Office Limited is an appointed representative of Bank of Ireland (UK) plc, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Bank of Ireland UK's Financial Services Register Number is 512956. You can check this on the Financial Services Register by visiting www.fsa.gov.uk/register/home.do or by contacting the Financial Conduct Authority on 0800 111 6768.

Bank of Ireland UK is a trading name of Bank of Ireland (UK) plc, which is registered in England & Wales (No. 07022885), Bow Bells House, 1 Bread Street, London EC4M 9BE. Post Office Limited is registered in England and Wales. The Registered Number is 2154540 and the Registered Office is at Finsbury Dials, 20 Finsbury Street, London EC2Y 9AQ. Post Office and the Post Office Money logo are registered trade marks of Post Office Limited.

### Making a complaint

If you're unhappy about something, we'll do our very best to sort it out. To make a complaint, get in touch using the contact details on the back page. We'll try to resolve things quickly and will get back to you within five working days.

When you first hear from us, we'll send a written summary of the steps we'll be taking to resolve the issue. But you can request a copy of these at any time.

We hope to be able to offer a satisfactory solution to any complaint. But if you feel you need to, you may be able to refer things to the Financial Ombudsman Service. Making a complaint won't affect your legal rights.

You can contact the Financial Ombudsman Service by writing to:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR 0300 123 9 123 or +44 207 964 0500 financial-ombudsman.org.uk complaint.info@ financial-ombudsman.org.uk

\*Our lines are open 8am-10pm Monday to Friday, 8am-6pm on Saturdays, and 10am-5pm on Sundays and bank holidays. Call costs may vary depending on your service provider.

### Deposit Guarantee Scheme - Depositor Information Sheet

### Basic Information about the protection of your eligible deposits

Eligible deposits in Bank of Ireland (UK) plc are protected by:	the Financial Services Compensation Scheme ("FSCS") $^{\!\!1}$
Limit of protection:	£85,000 per depositor per bank / building society / credit union²
	The following trading names are part of your bank / building society / credit union:
	'Bank of Ireland UK' and 'Post Office Money'
If you have more deposits at the same bank, building society or credit union:	All your eligible deposits at the same bank / building society / credit union are "aggregated" and the total is subject to the limit of £85,000²
If you have a joint account with other person(s):	The limit of £85,000 applies to each depositor separately <sup>3</sup>
Reimbursement period in case of bank, building society or credit union failure:	20 working days <sup>4</sup>
Currency of reimbursement:	Pound sterling (GBP, £), or, for branches of UK banks operating in other EEA Member States, the currency of that State.
To contact Bank of Ireland (UK) plc for enquiries	Post Office Money
relating to your account:	PO Box 520, Welwyn Garden City AL7 9JE Tel: 0345 602 3409
To contact the FSCS for further information on compensation:	Financial Services Compensation Scheme 10th Floor Beaufort House 15 St Botolph Street London EC3A 7QU
	<b>Tel:</b> 0800 678 1100 or 020 7741 4100 <b>Email:</b> ICT@fscs.org.uk
More information:	http://www.fscs.org.uk

#### <sup>1</sup>Scheme responsible for the protection of your eligible deposit

Your eligible deposit is covered by a statutory Deposit Guarantee Scheme. If insolvency of your bank, building society or credit union should occur, your eligible deposits would be repaid up to £85,000 by the Deposit Guarantee Scheme.

#### <sup>2</sup> General limit of protection

If a covered deposit is unavailable because a bank, building society or credit union is unable to meet its financial obligations, depositors are repaid by a Deposit Guarantee Scheme. This repayment covers at maximum £85,000 per bank, building society or credit union. This means that all eligible deposits at the same bank, building society or credit union are added up in order to determine the coverage level. If, for instance a depositor holds a savings account with £80,000 and a current account with £20,000, he or she will only be repaid £85,000.

This method will also be applied if a bank, building society or credit union operates under different trading names. Bank of Ireland (UK) plc also trades under Bank of Ireland UK and Post Office Money. This means that all eligible deposits with one or more of these trading names are in total covered up to £85,000.

In some cases eligible deposits which are categorised as "temporary high balances" are protected above £85,000 for six months after the amount has been credited or from the moment when such eligible deposits become legally transferable. These are eligible deposits connected with certain events including:

- a) Certain transactions relating to the depositor's current or prospective only or main residence or dwelling;
- b) A death, or the depositor's marriage or civil partnership, divorce, retirement, dismissal, redundancy or invalidity;

c) The payment to the depositor of insurance benefits or compensation for criminal injuries or wrongful conviction.

More information can be obtained under http://www.fscs.org.uk

#### <sup>3</sup> Limit of protection for joint accounts

In case of joint accounts, the limit of £85,000 applies to each depositor.

However, eligible deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of £85,000.

#### <sup>4</sup> Reimbursement

The responsible Deposit Guarantee Scheme is the Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU, Tel: 0800 678 1100 or 020 7741 4100, Email: ICT@fscs.org.uk. It will repay your eligible deposits (up to £85,000) within 20 working days until 31st December 2018; within 15 working days from 1st January 2019 until 31st December 2020; within 10 working days from 1st January 2021 to 31st December 2023; and within 7 working days from 1 January 2024 onwards, save where specific exceptions apply.

Where the FSCS cannot make the repayable amount available within 7 working days, it will, from 1 June 2016 until 31 December 2023, ensure that you have access to an appropriate amount of your covered deposits to cover the cost of living (in the case of a depositor which is an individual) or to cover necessary business expenses (in the case of a depositor which is not an individual or a large company) within 5 working days of a request. Again, there are specific exceptions to this obligation.

In the case of a depositor which is a large company, where the FSCS cannot make the repayable amount available within 7 working days, it will, from 3 July 2015 until 1 December 2016, ensure that you have access to your covered deposits within fifteen working days of a request containing sufficient information to enable it to make a payment, save where specific exceptions apply.

If you have not been repaid within these deadlines, you should contact the Deposit Guarantee Scheme since the time to claim reimbursement may be barred after a certain time limit. Further information can be obtained under **http://www.fscs.org.uk** 

#### Other important information

In general, all retail depositors and businesses are covered by Deposit Guarantee Schemes. Exceptions for certain deposits are stated on the website of the responsible Deposit Guarantee Scheme. Your bank, building society or credit union will also inform you of any exclusions from protection which may apply. If deposits are eligible, the bank, building society or credit union shall also confirm this on the statement of account.

### **Exclusions** List

### A deposit is excluded from protection if:

]	The holder and any beneficial owner of the deposit have never been identified in accordance with money laundering requirements. For further information, contact your bank, building society or credit union.
2	The deposit arises out of transactions in connection with which there has been a criminal conviction for money laundering.
3	<ul> <li>It is a deposit made by a depositor which is one of the following:</li> <li>credit institution</li> <li>financial institution</li> <li>investment firm</li> <li>insurance undertaking</li> <li>reinsurance undertaking</li> <li>collective investment undertaking</li> <li>pension or retirement fund<sup>1</sup></li> <li>public authority, other than a small local authority.</li> </ul>
from 3 • de	ollowing are deposits, categories of deposits or other instruments which will no longer be protected 3 July 2015: posits of a credit union to which the credit union itself is entitled posits which can only be proven by a financial instrument <sup>2</sup> unless it is a savings product which is

- evidenced by a certificate of deposit made out to a named person and which exists in a Member State on 2 July 2014
- deposits of a collective investment scheme which qualifies as a small company<sup>3</sup>
- deposits of an overseas financial services institution which qualifies as a small company<sup>4</sup>
- deposits of certain regulated firms (investment firms, insurance undertakings and reinsurance undertakings) which qualify as a small business or a small company<sup>5</sup> - refer to the FSCS for further information on this category.

### For further information about exclusions, refer to the FSCS website at **www.fscs.org.uk**

<sup>1</sup>Deposits by personal pension schemes, stakeholder pension schemes and occupational pension schemes of micro, small and medium sized enterprises are not excluded <sup>2</sup>Listed in Section C of Annex 1 of Directive 2014/65/EU <sup>3</sup>Under Companies Act 1985 or Companies Act 2006 <sup>4</sup>See footnote 3 <sup>5</sup>See footnote 3

### **Terms and Conditions**

### Please retain for future reference.

These terms and conditions regulate the operation of your Post Office Savings Account (your 'Account').

Unless you have opened an Online Savings Account, a current copy of the Guide to Saving will be provided to you with your welcome pack. It is essential that you refer to the Terms and Conditions and all other documents in the Agreement for a full understanding of your rights and obligations regarding the operation of our Account. If you access your Account over the telephone or through the internet, you will also be bound by our Telephone & Internet Terms and Conditions (which can be found on the Website and are included within the document "Guide to Using our Telephone and Internet Service").

These are our standard terms and conditions upon which we intend to rely. For your own benefit and protection, you should read these terms and conditions carefully. If you do not understand any point, please ask us for further information.

You should also retain these terms and conditions in case you need to refer to them later. Additional copies are available on request.

These terms and conditions are broken down into the following sections:

- Meaning of Words
- General Conditions and
- Product Specific Conditions

### Section 1 - Meaning of Words\*

\* This is a complete list of all words used across all of our savings products and some of them may not apply to you.

1.1 The purpose of this section is to help you understand these terms and conditions by explaining the meaning of certain words and phrases which we have used. Unless otherwise stated, any capitalised words and phrases used within these terms and conditions will have the meanings given to them below:

**'Account'** means the Post Office Savings Account held by us in your name.

**'Account Holder'** means the individual(s) in whose name(s) the Account is held.

**'Account Number'** means the 8 Digit number that identifies the Account.

**'Adult Representative'** means parent, grandparent or legal guardian aged 18 or over of an applicant who is a Minor.

#### 'Agreement' means:

- (a) these terms and conditions;
- (b) Telephone & Internet Terms and Conditions;
- (c) the Mandate; and
- (d) the Operating Instructions;

which together make up our Agreement regulating the operation of your Account.

**'ATM'** means an Automated Teller Machine (also known as a cash machine) at which you can withdraw money and access services using your ATM Card and ATM PIN.

**'ATM Card'** means the card we will send to each Account Holder that allows you to withdraw cash at an ATM or via the Post Office network.

**'ATM PIN'** means the Personal Identification Number we will issue to you that will allow you to authorise certain transactions on your Account e.g. when using your ATM Card either in a Post Office branch or withdrawing money at an ATM. Not to be confused with a 6 Digit Security Number.

**'Bank Base Rate'** means the base lending rate published from time to time by the Bank of England.

**'Bank of Ireland UK'** means Bank of Ireland (UK) plc, a company incorporated in England and Wales under Company No. 07022885.

**'Bank Holiday'** means any UK (including NI) Bank Holiday where we are not open for business for the execution of a payment transaction.

**'Business Day'** means any day from Monday to Friday (excluding Bank Holidays) when we are open for business for the execution of a payment transaction.

**'Cleared Funds'** means money credited to your Account after it has been through the relevant money transmission and clearing system, providing this is not recalled in accordance with the rules of that money transmission and clearing system.

'Credit Reference Agency' means Experian Ltd.

**'Customer Service Centre'** means the service centre we have set up to help you administer your Account.

**'Cut-off Time'** means the latest point in time during any Business Day when we can receive and process Payment Orders. The Cut-off Times will vary for each type of Payment Order used and may change from time to time. The current Cut-off Times for the Account are set out in the Transaction Information Box.

**'Email Address'** means the email address we have recorded in our records for corresponding with you, which will be the email address of the First Applicant as stated on the application form. **'First Applicant'** means the name of the first named individual on the application form.

**'First Party Cheque'** means a cheque payable to the Account Holder(s) and drawn from your personal bank account at another bank/building society or a cheque drawn by a bank/building society with you as the payee.

**'Fixed Rate Interest'** means the fixed rate of interest payable on your Account during the Fixed Term.

**'Fixed Term'** means the period of time that you choose for the investment to be held in the Account. The period begins from the date we have received Cleared Funds and your Account is subsequently opened. We will send you a written confirmation of deposit notifying you of the Fixed Term for your Account.

**'Fixed Term Account'** means an Account where Fixed Rate Interest is paid for all or part of the term.

**'General Conditions'** means the terms and conditions set out in Section 2 of these terms and conditions (as may be amended from time to time).

**'Guide'** means the Guide to Saving or Guide to Reward Saver as updated and as re-issued by us.

**'IBAN'** means the 22 character international bank account number, which incorporates the Account Number and codes to identify the country, bank and branch of the Account Holder.

**'Losses'** means any costs, claims, losses, damages, demands, fines, expenses (including, without limitation, any court costs and other reasonable legal expenses) and any other form of liability.

**'Mandate'** means the written or electronic form of authority given by you authorising us to accept and act on your instructions (as may be amended by you from time to time).

'Maturity' means the end of the Fixed Term.

**'Maturity Account'** means the Post Office savings Account(s) set up by us in your name(s) to receive maturing funds.

'Minor' means an applicant aged 16 or under.

**'Nominated Account'** means a personal account in your name(s) with another UK bank or building society into which you can ask us to pay interest from your Account.

**'Normal Working Hours'** means the hours between 9am and 5pm on a Business Day.

**'Notice Withdrawals'** means a withdrawal of funds from your Account which is permitted penalty free at the end of the specified Notice Period.

**'Notice Period**' means any minimum period of calendar days' notice you must give us for withdrawals or closure as set out in the specific product conditions.

**'Operating Instructions'** means any instructions issued by us from time to time in relation to the operation of the Account or the Website, which will form part of the Agreement.

**'Payment Order'** means any instruction (whether given verbally, in writing or electronically) requesting the execution of an instruction to make payment into your Account or withdraw money from your Account.

**'Post Office'** means Post Office Limited, a company registered in England and Wales with company number 2154540 whose registered office is Finsbury Dials, 20 Finsbury Street, London EC2Y 9AQ.

**'Registered Address'** means the postal address we have recorded in our records for corresponding with you, which will be the postal address of the first named applicant as named in the original application.

**'Security Information'** means the User ID, 6 Digit Security Number and Account Number you will receive that will allow you to manage and operate your Account via the Customer Service Centre or the Website.

**'Security Procedures'** means the personalised set of security procedures as prescribed by us from time to time that you must complete in order to execute certain types of Payment Order.

'Third Party Cheque' means a cheque payable to the Account Holder(s) but not drawn from your personal bank account at another bank/ building society.

**'Transaction Card'** means the card we will send to each Account Holder that allows you to make deposits and request Notice Withdrawals via the Post Office network.

**'Transaction Information Box'** means the summary box of information which sets out the full range of payment transactions that may apply to your Account.

**'Unique Identifier'** means the information we require from you in order to initiate certain payment transactions on your Account (for instance, the IBAN, Bank Identifier Codes (BIC), Account Number or sort code).

**'User ID'** means the personal identification issued to you that will allow you to manage and operate your Account via the Customer Service Centre or the Website.

**'Variable Rate Account'** means the variable rate of interest payable on your Account and which may be amended by us.

**'Website'** means the website located at www.postoffice.co.uk or such other URL as may be designated from time to time for this purpose. **'Year'** means the period of 12 months starting on (and including) 21st March and each consecutive period of 12 months thereafter. The term 'Yearly' shall be construed accordingly (Reward Saver & Instant Saver) or;

**'Year'** means the period of 12 months starting on (and including) the date of Account funding and each consecutive period of 12 months thereafter.

**'6 Digit Security Number'** means the 6 Digit personal identification number you will be issued that will allow you to manage and operate your Account through the telephone or internet via our Customer Service Centre or the Website.

- 1.2 Any reference to "you/your" in these terms and conditions means the Account Holder whether on your own or jointly with others. If your Account is in joint names, the reference to "you" includes each of "you" together and separately.
- 1.3 Any reference to "we" in these terms and conditions means Bank of Ireland UK, and references to "us" and "our" shall be construed accordingly. Such references will also include our successors in title and permitted assigns and transferees.

### Section 2 – General Conditions

#### Opening your account

- 1. We will only open and activate an Account for you when:
  - (a) we hold a correctly completed and valid application and Mandate from you; and
  - (b) we have received at least the minimum amount of Cleared Funds required to open the Account; and
  - (c) we have confirmed the identity and address of all Account Holders
- We will verify your identity and permanent address through electronic verification processes and/or by such other checks as we believe necessary. If we cannot verify you electronically we may require you to provide us with proof of your identity and permanent address. If you fail to provide the necessary identity and address verification documentation an Account will not be opened.
- Until we have opened your Account and received your deposit into your Account in Cleared Funds no interest will be payable.
- When we receive any cheque made payable to your Account, we will bank any cheque when we have completed our initial review of your application.

- We will put a hold on your initial deposit until we have satisfactorily carried out the checks we believe necessary.
- If the value of any initial deposit is recalled in accordance with the rules of the clearing or money transmission system through which it was made, we may not open the Account.
- 7. If we so decide we may, without giving any reason
  - (a) withdraw the Post Office Account so that it is not available to new investors generally
  - (b) decline to open an Account for you or to accept any deposit at any time and at our sole discretion. If this occurs, we will advise you in line with legal and regulatory requirements.
- If we are unable to open and activate an Account for you, your deposit will be returned to you within 28 calendar days without any interest.
- 9. If you are unhappy about your choice of Account you must within 14 days of the date you receive notification of your Account being opened contact our Customer Service Centre and we will help you switch, without charge, to another of our Accounts or we will give you all your money back with any interest it has earned.
- 10. This Agreement becomes binding when your Account is opened.

#### Account Holders

- The Account may be held either in a sole name or in joint names with a maximum of two named Account Holders.
- The Account is only open to individuals who are resident and ordinarily resident in the United Kingdom for tax purposes and who are investing as beneficial owners (that is, on their own behalf).
- The Account is not open to trustees, charities, clubs, associations, companies, limited liability partnerships, partnerships or other business entities nor it be used for business purposes.

#### Deposits

- 14. All deposits to your Account must be in sterling.
- We do not accept direct wage or salary payments into your Account.
- 16. If the value of any deposit is subsequently recalled in accordance with the rules of the clearing or money transmission system through which it was made, we may deduct it from your Account.
- 17. The Guide to Saving explains how long it takes for us to received Cleared Funds for a deposit.

### **Cash Deposited**

18. In respect of any cash deposited to the Account by you or a third party, we will ensure that the amount of any such deposit is credited to the Account immediately upon receipt of the same by us. However, please note that cash deposits may have to pass through third party money transmission and clearing systems that we use for certain types of transactions, which may affect the date of receipt of such funds by us. You should refer to the Transaction Information Box for further detail in respect of when cash deposits transactions will be credited to your Account and when the funds will be made available to you. Once a cash deposit has been credited to your Account, it will be treated as Cleared Funds for the purposes of paying interest (if applicable).

### Joint Accounts

- 19. Where your Account is in joint names:
  - (a) we will only accept one Registered Address for the Account;
  - (b) you agree to be bound jointly and severally (that is, both individually and together) by these terms and conditions and you acknowledge that you will be jointly and severally liable for any obligations, duties or liabilities under, or in connection with, the Agreement;
  - (c) we will accept and may act on the instructions of either one of you and the signature of any one Account Holder will be sufficient for any withdrawal of the balance from the Account and you cannot place any restrictions whatsoever on how a joint Account Holder shall operate the Account;
  - (d) if one of you dies, any funds in the Account will automatically belong to the surviving Account Holder;
  - (e) each of you will be equally entitled to all the funds in the Account and we will not be concerned as to the division of the funds between you;
  - (f) if we have reason to believe that there is a dispute between you as to the ownership of the funds in the Account, we may freeze the Account until we receive satisfactory evidence or both of you notify us in writing that the dispute has been resolved;
  - (g) a joint Account may be converted to a sole Account where the second named Account Holder ceases to be party to the Account, but the joint Account will be closed if the first named Account Holder ceases to be party to the joint Account. We will only allow the closure of a joint Account or converting the

joint Account to a sole Account following receipt of written notification from all Account Holders to this effect;

(h) if the second named Account Holder ceases to be party to the Account, ownership of the Account will be maintained by the first party. If the first named Account Holder ceases to be party to the Account, requiring the Account to be closed, the amount in the Account (together with any interest accrued up to the date of withdrawal), will be paid into the first and second Account Holders Nominated Accounts in the proportion agreed by the Account Holders. If there is dispute between Account Holders on how the amount should be distributed we will apply paragraph (f).

### Charges

- 20. You agree to pay our reasonable charges for services related to your Account or for work we are required to do specifically in relation to your Account or for any work we are required to do specifically in relation to your Account to comply with any order, requirement or ruling by any court, regulator or government body.
- 21. Our charges are subject to variation from time to time. If we agree to provide any service (or if we are required to do any work) other than a standard service we will tell you in advance of any charge that you will have to pay us. We may deduct our charges from your Account. If you do not agree to the charges you can tell us and close your Account. If you do not tell us or close your Account we will assume you have agreed to the charges.
- 22. Our current charges for our basic services are detailed below:
  - When you request a balance certificate: £5
  - When you request a duplicate tax certificate: £5
  - When you request a duplicate (copy) statement: £5

### Account Information/Statements

- 23. For your Variable Rate Account we will issue statements detailing the amounts of any deposits and withdrawals, the amount of any interest and the charges deducted throughout the previous year. We will provide you at least one statement each Year. This information is also available to you in a printable format via a secure webpage on the website. Alternatively, if you cannot access the Website, you can call the Customer Service Centre and request an ad hoc statement.
- 24. For Fixed Term Accounts, we will send you a confirmation of deposit letter notifying you of the date of Account opening.

25. For online Accounts, you can view and print off your balance 24/7 using our online banking service.

### Operating your Account

- 26. It is important that your contact details are correct and kept up-to-date. Therefore, if you change your correspondence address, telephone numbers or other contact details that you have given us, you must notify us as soon as possible in writing or via the website. Failure to do so may mean that we are unable to provide you with information regarding the operation of your Account or any transactions carried out on it.
- 27. For security reasons, following any material changes to your Account details (such as Nominated Account or Registered Address) we will issue a confirmatory letter and place a 5 Business Day freeze on your ability to transfer funds to a new Nominated Account or order replacement Security Information. The 5 Business Day freeze starts on the next Business Day after you notify us of the material change. For example if you notify us of the material change on a Wednesday no transactions can take place on your Account until the following Thursday (excluding Bank Holidays).

### Third party authority

- 28. You agree not to give anyone else authority over your Account except under an Enduring Power of Attorney or a Property and Financial Affairs Lasting Power of Attorney registered with the Court of Protection. Only in exceptional circumstances will we accept unregistered forms of Attorney or other third party authorities to operate your Account. If you believe this applies to you please contact the Customer Service Centre for further information. You must send the original or certified copy of the Enduring Power of Attorney or Property and Financial Affairs Lasting Power of Attorney documents to us. Both the donor and representative will be subject to our standard checks to confirm your identity and address as stated in these terms and conditions.
- 29. We will not be bound to pay interest or recognise the claims of any person other than you in relation to the Account, except for a trustee in bankruptcy or a deputy duly appointed by the Court of Protection.

### **Payment Orders**

- 30. A Payment Order is any instruction (whether given verbally, in writing or electronically) requesting the execution of an instruction to make payment into your Account or withdraw money from your Account. Where we receive a Payment Order:
  - before the Cut-off Time on any Business Day,

we will treat your instruction as being received by us on the **same** Business Day;

- after the Cut-off Time on any Business Day, we will treat your instruction as being received by us on the **next** Business Day;
- out of Normal Working Hours, we will treat your instruction as being received by us on the **next** Business Day.
- 31. For the purposes of this provision, we will be deemed to have received a Payment Order when we hold a properly authorised form of instruction from you and, in the case of outgoing payments, we have been provided with the relevant Unique Identifier. You acknowledge and agree that we will not be able to process any transaction in the absence of the same.
- 32. You are responsible for ensuring the correctness and accuracy of all Payment Orders for outgoing payments on the Account and you acknowledge that we are under no obligation to check whether the Unique Identifier or other information provided with a Payment Order is correct.
- 33. Where a Notice Period applies, the Payment Order will be processed on the 1st Business Day following expiry of the Notice Period.
- 34. All payments you instruct us to make from your Account will be credited to the beneficiary bank within 1 Business Day following the date of receipt of the Payment Order. Please refer to the Transaction Information Box for further details.
- 35. In respect of payments into the Account (i.e. credit payments), the Account will be credited with the amount of any such payment on the same Business Day as the payment value is received by us.
- 36. Any incoming payment to the Account (whether made by you or a third party) is determined by us solely on the basis of the Account Number accompanying the payment. Where the Account Number is incorrectly stated on a Payment Order, we will take reasonable steps to recover the payment but you acknowledge that we shall have no liability for the non execution of the payment to the Account.
- 37. We may refuse to act on any (incoming or outgoing) Payment Order where:
  - your instructions are unclear, incomplete or are not in the required form (e.g. they do not contain the sort code, Account Number or any other information that we need to process the transaction); or
  - your instructions are not authorised in accordance with the Mandate; or
  - we suspect fraudulent or other unlawful activity on the Account; or

- there are unavailable Cleared Funds; or
- to do so would put us in breach of a legal or regulatory requirement which applies to us.

Where we refuse to process a Payment Order for any reason, we will inform you accordingly.

38. The way in which you must authorise individual instructions on your Account is detailed within the relevant section of the Transaction Information Box. In order to protect your Account, we have designed various Security Procedures for use in connection with certain types of payment transactions which you must complete to authorise these payment transactions. Where Security Procedures apply, you will be told what the relevant Security Procedures are when you instruct us to carry out a payment transaction. If a payment transaction is authorised in accordance with the relevant Security Procedures you will, in the absence of any evidence to the contrary, be liable for any such transactions. We may change our Security Procedures from time to time but, if we do this, you will be notified in advance.

#### Interest

 You can find out about our interest rates including any tiers, where applicable by:

 visiting the Website – www.postoffice.co.uk/rates;

- contacting or visiting your local Post Office branch; or
- contacting the Customer Service Centre
- 40. Interest is payable on any deposit, in accordance with these terms and conditions, from the date we receive your deposit and we subsequently open an Account for you. No interest will be paid in the event that we are unable to open an Account for you.
- 41. In most cases, interest is calculated daily and paid;
  - Annually between the 20th and 25th March; or
  - Annually on anniversary of Account opening; or
  - Monthly on the first Business Day of each month.
- 42. Annual or monthly interest can be credited to your Account or paid to a Nominated Account of your choice as per product specific conditions.
- 43. Interest is calculated on the closing balance on your Account each day at 1/365 of the annual interest rate for each day and in a leap year an additional days interest will be paid and is rounded to 2 decimal places.
- 44. Interest is calculated and payable up to the close of business the day before any withdrawal

or closure.

45. If you transfer funds between your Post Office Accounts on a non-Business Day (or outside the Cut-off Time of a Business Day), interest will not start to be earned on adjusted balances until the next Business day.

### Changes in the Interest Rates on Variable Rate Accounts

- 46. A variable interest rate will be paid. This Variable Rate will only be changed for one or more of the following reasons:
  - (a) to reflect changes to the Bank of England Base Rate;
  - (b) to reflect UK deposit market rates;
  - (c) to reflect any changes in the law (including tax law), or the Rules and Regulations, or to relevant industry guidance or codes of practice, or to respond to a decision or recommendation of any court, ombudsman or regulator, where these changes or decisions affect the interest rates that we pay to depositors;
  - (d) to ensure our business is sustainable in the long term;
  - (e) to reflect the rates being paid on our other Accounts to make sure that the variable rates we pay reflect the features of those Accounts (so that, for example, Accounts with longer notice periods receive a higher rate of interest, other features being the same).
- 47. We will give you notice of any change we make to the interest rates we pay on credit balances as follows:
  - (a) If we are changing the interest rates in a way that is to your advantage we will give you notice of the change either before the change comes into effect or at the earliest opportunity afterwards.
  - (b) If we are changing the interest rates in a way that is materially to your disadvantage, we will notify you personally not less than 14 days before the change comes into effect. A change in interest rates is materially to your disadvantage where:

(i) the interest rate that applies to your Account falls by more than 0.25% in a single movement; or

(ii) there has been a total fall of 0.50% or more in the interest rate that applies to your Account in any preceding 12 month period or, if that is shorter, to the last time we notified you under this clause.

When we personally notify you we will also:

- tell you about our other Post Office savings Accounts (and, if available, we will help you to switch to one of these if you want to); and
- remind you that for a period of 30 days from the date of this notification you can close your Account without providing a Notice Period penalty free or pay any charges to us apart from any charges you have already accrued in the Account.

(i) and (ii) above apply only where your Account has a balance of £500 or more.

(c) If we are changing the interest rates we pay in a way that is to your disadvantage, but not materially so, we will give you notice of the change either before the change comes into effect or at the earliest opportunity afterwards.

We will give you notice under condition 47 a) or c) by advertising the change in at least two national daily newspapers, on our website www.postoffice.co.uk/ rates and by updating information provided through the Customer Service Centre.

An accidental error or omission in notifying you of a change to the interest rate on your Account will not invalidate the change.

### Taxation

- 48. Interest will normally be paid after deduction of tax at the prevailing rate specified by law for the current tax year.
- 49. We will pay interest without deducting tax if we have accepted the relevant HM Revenue and Customs declaration, verbally or in writing telling us that you do not expect to be a taxpayer.
- 50. Please contact the Customer Service Centre for further information on how to do this. You must do this separately for each Account you hold with us. In the case of a Joint Account, all parties must make a valid declaration.
- 51. If we pay interest without deducting tax where tax should have been deducted we shall be entitled to recover any overpayment from you. If the overpayment was caused principally by error on our part we may only recover it if we make good any disadvantage that you suffer as a result.
- 52. We will not accept a declaration of non ordinary residence (Form R105) and will deduct tax at the prevailing rate from Interest paid where appropriate.

### **Closing your Account**

- 53. Only in exceptional circumstances may you close a Fixed Term Account before the end of the Fixed Term. All closure requests must be sent by you in writing to us. Account closure before the end of the Fixed Term is usually subject to a breakage fee (outlined in product specific conditions).
- 54. For Variable Rate Accounts, you may close the Account by writing to us.
- 55. We may close your Account by giving you at least 30 days' notice if:
  - (a) you cease to be resident and ordinarily resident in the United Kingdom for tax purposes or if you cease to be a beneficial owner of the funds in your Account; or
  - (b) your Account has the minimum allowable balance as per your product specific terms and conditions and /or has not been used in the last 12 months; or
  - (c) you have breached any terms of the Agreement (including these terms and conditions); or
  - (d) continuing your Account would cause us to breach the requirements of any judicial, regulatory or governmental body having jurisdiction over us (or would cause us disproportionate difficulty or cost in complying with such requirements); or
  - (e) we are required to do so under applicable law or regulation; or
  - (f) it is no longer economic for us to provide your Account and/or we offer you another Account which is (so far as practicable) comparable and is available either with us or with another bank or building society.
- 56. We may close your Account immediately if:
  - (a) we suspect fraud or other criminal or unlawful activity;
  - (b) you are in material or persistent breach of these terms and conditions;
  - (c) the Account is being used for a purpose or business with which we do not wish to be associated;
  - (d) we are required to do so by law, court order or other regulations;
  - (e) you have acted without reasonable care in conducting any business with us;
  - (f) you deliberately provide inaccurate or misleading information to us.

### Death of an Account Holder

- 57. Where one or both Account Holders dies during the life of the Account, the personal representatives of the deceased Account Holder(s) must notify us in writing and provide us with a copy of the death certificate to close the Account.
- 58. In the event of the death of a sole Account Holder, at the request or with the agreement of the deceased's personal representatives, the Account may continue in the name of the deceased. Alternatively, the Account may be closed and any funds in the Account (together with any interest accrued up to the date of withdrawal) will be paid to the personal representatives.
- 59. Where your Account is held in joint names, the Account may, at the request or with the agreement of the surviving Account Holder, continue in the name of the deceased Account Holder and the surviving Account Holder.

### **Dormant Accounts (Variable Rate Products)**

60. If you do not make any transactions on your savings Account for three years then we may treat your Account as being dormant to reduce the risk of fraudulent activity. This means that we may stop sending you statements, letters and if relevant to your Account, ATM Cards. In addition we may also restrict your ability to transact on your Account. To make your Account active again you will have to contact our Customer Service Centre for advice. The Account will always be your property.

### Changes to our Agreement

- 61. We can make a change to the Agreement but only for the following reasons:
  - (a) to make them easier to understand, fairer or to correct mistakes;
  - (b) to improve the service to you or make it more efficient or cost-effective;
  - (c) to enable us to comply with the law (including tax law), or the Rules and Regulations, or to relevant industry guidance or codes of practice, or to respond to a decision or recommendation of any court, ombudsman or regulator; or
  - (d) to enable us to make reasonable changes to the way we manage your Account as a result of changes in technology or in the systems we use.

- 62. For the purpose of this provision, a 'change' will include any proposed amendment, deletion or addition to the terms and conditions of the Agreement. Where we reasonably believe a change is not to your disadvantage it will be applied immediately without prior notice and we may notify you of any such change in accordance with condition 47.
- 63. For all disadvantageous changes to the terms and conditions of the Agreement, we will notify you of the proposed change at least 2 months before it takes effect by the means set out in condition 47 and if the change is material we will notify you personally. If you object to any change you must inform us of this within 2 months by writing to us and we will treat this as notice of your intention to terminate the Agreement and close or switch your Account. You will not be charged for closing or switching your Account during the 2 month period in these circumstances. In the absence of notice to the contrary, you will be deemed to have accepted such a change with effect from the notified date.
- 64. Where applicable, we will notify you of any change by:
  - (a) placing notices on the Website, or
  - (b) taking out adverts in any two daily newspapers circulating throughout the UK; or
  - (c) emailing you personally at your Email Address; or
  - (d) placing notices within the Post Office branches; or
  - (e) writing to you personally at your Registered Address; or
  - (f) a combination of any of the above.
- 65. If we decide to add a new payment service or feature to your Account, this will not be treated as change and any such addition will be applied immediately without prior notice.
- 66. An accidental error or omission in telling you about a change to the terms and conditions of the Agreement shall not invalidate the change.

### Complaints

67. If you have a complaint, we want to know. In the first instance you should contact the Customer Service Centre on 0345 602 3409\* or write to us at FREEPOST, Post Office Money Customer Care Team. BS1 9HY and they will be happy to help. If you have made a complaint but are still not satisfied with the response the Financial

Ombudsman Service may be of assistance and they can be contacted at The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. If you would like full details of our complaints procedure, we will provide these to you on request.

### Important information about compensation arrangements

68. The Financial Services Compensation Scheme is the UK's deposit protection scheme. Eligible deposits with Bank of Ireland (UK) plc are protected up to a total of £85,000, this is the limit applied to the total of any deposits you have with the following brands: 'Bank of Ireland UK' and 'Post Office Money'. Any deposits you hold above the £85,000 limit between these brands are unlikely to be covered. For further information about the compensation provided by the FSCS, refer to the FSCS website at www.FSCS.org.uk

Any deposits made at a Post Office branch (including by cheque) will not initially be protected by the FSCS in the event of the failure of Post Office Limited, until that deposit is transferred by Post Office Limited to Bank of Ireland UK.

### Data Protection – using your information

- 69. Your Account is provided by Bank of Ireland UK, distributed and marketed under the Post Office brand. Bank of Ireland UK and Post Office are data controllers and will use your information in the ways described by this Agreement including that which you provide us with and we obtain from
- Credit Reference Agencies and other authorised agencies to assess your application and provide the product.
- 70. Bank of Ireland UK is a member of the Bank of Ireland Group. In this statement, 'our Group' means the Governor and Company of the Bank of Ireland and any of our subsidiary or associated companies. For a full list of our Group, write to us at the address detailed in Clause 83.

We may hold your information and it may be used by another member of our Group.

- Information you provide us with must be true and accurate to the best of your knowledge and belief.
- 72. Information about you (including transactional information) that you supply in the application form and elsewhere, and which we otherwise obtain, may be held by us on paper and on computer and/or other electronic means. Information about you may be kept by us and held even after your Accounts are closed in order to comply with our legal obligations or business record requirements.

- 73. We will use your information as necessary to:
  - i. assess your application;
  - ii. verify your identity;
  - iii. provide service(s) to you, manage your Account and our business;
  - iv. prevent and detect crime including fraud and money laundering;
  - v. understand customer preferences and behaviour(s);
  - vi. conduct confidential research and analysis to develop our products and services and
  - vii. comply with any regulatory, legal or statutory demands placed on us.

We may use electronic identification methods to verify your identity using a Credit Reference Agency. This is not the same as a credit search. Credit searches leave footprints and have the potential to impact your ability to obtain credit. Electronic identification checks do not leave footprints.

- 74. We will not disclose your information to anyone else unless:
  - we are provided services in relation to your Account by agents or third parties under this agreement;
  - i.i. we have your agreement to do so;
  - i.ii. we are required by law, regulation or statutory provision;
  - i.iii.it is necessary for authorised parties maintaining registers of assets and their interests in them.
- 75. You agree that the information you provide to us for the purposes of your Account may be disclosed to joint Account Holders.
- 76. We may use authorised third parties, selected by us, to process your information and provide us with services and/or act as our agent. In some cases such third parties are based in countries outside the European Economic Area (EEA). Where we do this, we will ensure they agree to give your information the same protections we are required to and they act only upon our instructions.
- 77. We and other authorised organisations may use your information to prevent and detect crime including fraud and money laundering. We may pass information to authorised third parties including law enforcement organisations and fraud prevention agencies.
- 78. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use

this information to prevent fraud and money laundering; for example, when: Checking details on applications for credit and credit-related or other facilities; Managing credit and credit-related Accounts or facilities; Recovering debt; Checking details on proposals and claims for all types of insurance, and; Checking details of job applicants and employees. You have the right to access your information held by fraud prevention agencies. Please contact us at Fraud Unit, Post Office Savings, 1 Donegall Square South, Belfast BT1 5LR if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries, the information recorded by fraud prevention agencies.

### **Sensitive Information**

79. Information, defined as sensitive under UK data privacy law, includes information pertaining to disability and/or health. There may be occasions where it is appropriate you provide us with relevant sensitive information, for example, a disability that you consider we need to know of, to ensure we offer a service to meet your needs. If you chose to do so it will only be used for legitimate purposes in accordance with UK data privacy law.

### Your right to information

80. You have a legal right to receive a copy of the information we hold about you. This may be obtained by writing to: Data Protection Officer, Customer Care Manager, Bank of Ireland UK, 1 Donegall Square South, Belfast BT1 5LR and paying any fee that may be applicable.

### **Marketing preferences**

- 81. Post Office and our trusted partners would like to contact you about other products, services and offers that might be of interest to you. By submitting this form you will be indicating your consent to receiving marketing communications by post, telephone and email unless you have indicated an objection to receiving such communications by ticking the relevant box(es) provided. The trusted partners include providers of products and services that are available through Post Office Limited.
- 82. The marketing preferences you give will not prevent you from receiving information about the benefits and features of the products or services we already supply you.
- 83. At any time you can ask us to stop or change the method(s) by which we may send you marketing material. This can be done by calling our Customer Service Manager on 0345 602 3409\* or writing to us at Post Office Savings, PO Box 520, WELWYN GARDEN CITY, AL7 9JE.

### Legal Orders

84. You acknowledge that we are bound to give effect to any legal order to which we are subject and which affects your Account. You agree that you will pay us (and we may debit to your Account) any reasonable costs or expenses which we incur in complying with any such order (but subject to any provisions made by such order in relation to our costs). You acknowledge that we must abide and comply with the legal and statutory requirements of the relevant jurisdictions in which we operate.

### Errors

- 85. Whilst we will try to operate your Account accurately, mistakes may occur. If you are aware that an amount has been incorrectly credited or debited to your Account you should notify us immediately. If you use funds with the knowledge that they were incorrectly transferred into your Account, we may take steps to recover the money from you or take it from your Account and take such other proceedings or actions as may be appropriate.
- 86. If we become aware of an error we will notify you and amend the error accordingly, including removing any money incorrectly transferred into your Account.
- 87. If we, or any other person, debit or credit an amount to your Account in error, you agree that we may make an necessary correcting entry to your Account without having to seek you prior approval. Where any amounts are debited to your Account in error, our total liability to you shall, unless otherwise stated, be limited to payment to you of an equivalent amount.

### Our Liability

- 88. We will not be liable to you in respect of any Losses that you or any other person may suffer or incur in connection with, or relating to your Account except where such Losses are due solely to our or our agents acts, errors or omissions. In particular, we will not be liable to you or any other person for any Losses due to:
  - your instructions not being sufficiently clear;
  - your acts, errors or omissions (for instance, where you have failed to provide correct information or to keep your information up-to-date);
  - any actions, limits or regulations imposed by any governmental, regulatory or other official body of any kind from time to time;
  - any acts, errors or omissions of a third party (e.g. an ATM operator or retailer); or

- anything which is expressly excluded or limited in the Agreement.
- 89. We will not be liable for any delay or failure in performing any of our obligations under the Agreement where such delay or failure arises because of civil disturbance, strike or industrial action or any other circumstances beyond our reasonable control. Furthermore, we will not be liable to you for any Losses whatsoever if we are prevented from providing banking or payment services by reason of acts of terrorism, failure of power supplies, interruption or breakdown of mobile phone networks, telecommunications networks or the internet, or the destruction, breakdown or malfunction of any third party systems, equipment or hardware.
- Nothing in the Agreement will operate to limit or exclude our liability for any Losses where limitation or exclusion is prohibited by law.

### Legal action against you

91. If we receive a notice of a fine, a court order or a court judgement against you or any other Account holder, we may refuse to allow withdrawals or transfers from your Account until the fine is paid or the legal process comes to an end. Any fine, court order or court judgement will not prevent us from exercising any right of set-off (using money which we hold for you, or which is due to you, to pay debts you owe us) or enforcing any other 'security interest' (a right over something which we can take if debts are not paid). You are responsible for any losses, costs or expenses we have as a result of any dispute or legal action with someone else involving your Account.

### **Claims on your Account**

- 92. If another person makes a claim for any funds in your Account (for example, if someone takes legal action to recover funds they believe belong to them), or if we know or believe that there is a dispute involving someone else about who owns or control funds in the Account, we may:
  - put a hold on your Account and refuse to pay out any funds until we are satisfied that the dispute has ended;
  - send the funds to the person who we have good reason to believe is legally entitled to them, or transfer the funds to the linked Account;
  - continue to rely on the current records we hold about you;
  - apply for a court order; or
  - take any action we feel is necessary to protect us.

If we have acted reasonably, we will not be liable to you for taking any of these steps.

### General

93. Any notice we give you shall be deemed to have been received by you in the case of an email on the same day we send it to the last email address given by you to us; or

of a letter on the same day when delivered personally or 48 hours after it has been sent by post to you at the last address given by you to us; or

in the case of an advertisement in a newspaper on the day the newspaper is published.

- 94. If any part of the Agreement is found to be invalid, unlawful or unenforceable for any reason, that part will be separated from the remainder, which will continue to apply.
- 95. We may transfer to any other business or person any or all of our rights and/or obligations under the Agreement provided such other business or person continues to perform the obligations under the Agreement. We may do this without telling you but your legal rights will not be affected and your obligations will not be increased as a result. You may not transfer any of your rights or obligations (in whole or in part) under the Agreement.
- 96. If we do not enforce, or delay in enforcing, some or all of our rights under the Agreement this will not prevent us from enforcing any such right at a later date. The fact that we allow you extra time to comply with your obligations does not mean that we cannot insist on strict application of our rights at a later date.
- 97. You and we agree that the only courts to have jurisdiction over any dispute relating to your Account or its operation will be:
  - (a) the courts of Scotland, if your Registered Address is in Scotland at the time proceedings are commenced; or
  - (b) the courts of Northern Ireland, if your Registered Address is in Northern Ireland at the time proceedings are commenced; or
  - (c) if your Registered Address is anywhere else at the time proceedings are commenced, the courts of England and Wales;
  - (d) Our Agreement with you is subject to the law applicable in that part of the United Kingdom (UK) in which you have your Registered Address.
- 98. The Agreement (and any other documents referred to within it) represents the agreement between you and us regarding operation of the Account and any amendment to this Agreement must be in writing. If there is any inconsistency between the provisions of the documents that together form the Agreement, the provision of the earlier mentioned document within the definition

of Agreement at clause 1.1 will prevail to the extent of that inconsistency.

- The Agreement is in english and all communications issued under, or in connection with, the Agreement will be in english.
- 100. The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement which means that no third party shall be entitled to benefit from, or enforce, any of its terms and conditions.

### **Restriction on use of the Account**

- 101. We may without prior notice to you or any additional Account Holder:
  - refuse to accept or process any transaction on the Account;
  - suspend, restrict or terminate your right or any additional Account Holder to use the Account;

If we do this, we may write to you and/or contact you by telephone and/or any other form of communication you have requested.

- 102. We will be entitled to take such steps as are reasonably necessary to effect any of the actions specified above if:
  - we have reasonable grounds to suspect fraud, theft, dishonesty, any other criminal or potentially illegal activity; or
  - where we have reasonable grounds to suspect that the Account is being used to facilitate activities which we would not wish to be associated with
  - to comply with any legal or regulatory obligation; or
  - we have any other justifiable reason to do so.

### Section 3 - Growth Bond Specific Conditions

### To be read in conjunction with Section 2 (General Conditions)

### **Opening your Account**

- When you complete the application form you must select the Fixed Term you wish to invest for. The Fixed Rates on offer for the Post Office Money Growth Bond Account may change at any time. The Fixed Rate you receive will be the Fixed Rate that applies to the Fixed Term you select and that is on offer at the time your application is received.
- 2. The Fixed Term will start on the date we receive Cleared Funds. The Fixed Term will end on the applicable anniversary of the date we received funds. By the way of example, if you choose to invest in a Growth Bond Account for a term of 3 years, the Fixed Term will end on the third anniversary of the date we received Cleared Funds.

### Account Holders

- 3. The Account may be held either in a sole name or in joint names with a maximum of two named Account Holders.
- If your Account is opened in the name of a Minor under the age of 16 at the date of Account opening:
  - (a) the Account will be set up in the name of, and will belong to the Minor;
  - (b) an Adult Representative (who is either a parent, grandparent or legal guardian aged 18 or over) must sign all instructions on the Account;
  - (c) we will accept and act upon the instructions of the Adult Representative until the Minor reaches 16. Once the Minor reaches 16, we will accept and act upon the instructions of the Minor only;
  - (d) the maturity cheque or Maturity Account into which the matured funds from the Account are paid will name the Minor as payee or Account Holder.

### Deposits

- 5. The minimum deposit required to open an Account is £500. The maximum permitted balance (excluding credit interest) on your Account is £1,000,000. Any deposit received which would increase the Account balance to more than £1,000,000 will be returned to you.
- 6. No interest will be payable on your Account in respect of any day or for any part of which the cleared credit balance is less than £500.
- 7. The initial deposit must be by
  - (a) cash at a Post Office branch which must not exceed £1,000; or
  - (b) a First Party Cheque i.e. a cheque drawn on your own personal bank account or a cheque drawn by a financial institution with you as the payee as your name(s) are represented in the application form (e.g. a building society cheque made payable to you). For Minors the cheque may be drawn in the name of the Adult Representative: or
  - (c) transfer from an eligible Post Office savings account in your name(s) (subject to the terms and conditions of that account).
- 8. Once your Fixed Term has commenced you may not make further deposits into the Account.

### Nominated Accounts

 You can register a Nominated Account for the purpose of paying interest from your Account. Only one Nominated Account can be registered for each Account Holder. The Nominated Account must be in the same name(s) as the Account Holder(s).

### Interest

- 10. The rate of Interest is fixed.
- 11. You can find out about our interest rates by:
  - (a) visiting the Website www.postoffice.co.uk/rates
  - (b) calling the Customer Service Centre.
- 12. The Fixed Rates on offer can change at any time. The rate of interest you receive will be the Fixed Rate that applies to the Fixed Term you select and that is on offer at the time your application is received.
- 13. At the end of the Fixed Term, the funds from your Account will be paid into a Maturity Account and interest will thereafter be paid at the applicable Maturity Account rate.
- 14. Fixed Rate interest is calculated daily and paid annually on each anniversary of the date of Account opening or on Maturity if the Fixed Term is for one year or less. Interest will be paid within 5 Business Days of the anniversary of the date your Account was opened.
- Annual interest will be credited to your Account unless you have notified us that you want to have interest paid into your Nominated Account.

### Updating / Changing your contact details

- 16. You must notify us by letter if you change your name. Changes to your Registered Address, telephone number and Nominated Account details may be made in writing, by calling the Customer Service Centre and verifying yourself with your 6 Digit Security Number. Changes to your telephone number and Nominated Account can be done via the internet. We will not accept notification by fax or email.
- 17. For security reasons, following any material changes to your Account details (such as Nominated Account or Registered Address) we will issue a confirmatory letter and place a 5 Business Day freeze on your ability to transfer funds to a new Nominated Account or order replacement Security Information. The 5 Business Day freeze starts on the next Business Day after you notify us of the material change. For example if you notify us of the material change on a Wednesday no transactions can take place on your Account until the following Thursday (excluding Bank Holidays).

### Withdrawals

 Partial withdrawals are not available prior to Maturity. However, we may allow you to close the Account at our discretion in exceptional circumstances (outlined in Condition 25).

### Account Information

 We will send you a confirmation of deposit letter notifying you of the date of Account opening. We will send all correspondence to the Registered Address.

### Account Maturity

20. We will write to you prior to Maturity to explain what will happen at Maturity. We will provide the details and terms and conditions of the Maturity Account that we will mature your funds into before we pay away your maturing funds to you or reinvest in another savings account. Prior to maturity we may offer you the opportunity to reinvest in a new account and deposit additional funds to your account.

### Death of an Account Holder

- 21. Where one or both Account Holders dies during the Fixed Term of the Account, the personal representatives of the deceased Account Holder(s) must notify us in writing and provide us with a copy of the death certificate to close the Account.
- 22. In the event of the death of a sole Account Holder, at the request or with the agreement of the deceased's personal representatives, we may allow the Account to continue (until Maturity) in the name of the deceased Account Holder. Alternatively, the Account may be closed and any funds in the Account (together with any interest accrued up to the date of withdrawal) will be paid to the personal representatives. A breakage fee will not apply.
- 23. Where your Account is held in joint names and the first named Account Holder dies the Account may, at the request or with the agreement of the surviving Account Holder, continue in joint names. On Maturity we will write to the surviving Account Holder, in accordance with Condition 20 to advise you of the options.
- 24. In the event of the death of the second Account Holder, condition 23 will not apply and the Account will remain open in the name of the first named Account Holder.

### **Closing your Account**

25. You may not withdraw the funds from your Account prior to the maturity. However, we may allow you to do so at our discretion in exceptional circumstances. By exceptional circumstances we mean an event outside your control, that you could not have reasonably foreseen when you opened the bond that is likely to cause you significant financial or personal detriment, i.e. bankruptcy or diagnosis of a terminal illness. For clarity a house purchase would not typically classify as an exceptional circumstance unless failure to purchase the house would cause you significant personal detriment. All closure requests must be sent in writing to us and include an explanation of the exceptional circumstance surrounding your request. We may ask for evidence and/or further information to be provided. Early closure is usually subject to a breakage fee.

26. The breakage fee reflects our financial and administrative costs in terminating the Account. The way our breakage fee is calculated will be fully explained to you at the time you request a break. You should be aware that the breakage fee will be deducted from your capital, meaning you could get back less than you invested.

### Security

- New customers will be issued with a User ID and 6 Digit Security Number that will allow you to transact your Account.
- 28. For your protection, when telephoning our Customer Service Centre you will be required to provide your User ID and three digits from your 6 Digit Security Number and your call may be recorded.
- 29. To help prevent fraud and protect the Account we recommend that you:
  - commit your User ID and 6 Digit Security Number to memory and destroy the notification as soon as you receive it;
  - ii. do not write down or record your User ID and 6 Digit Security Number; If you do ever write down your User ID or 6 Digit Security Number, you should try to record them so they will not be recognised by others for instance your birthday;
  - iii. take steps to keep your User ID and 6 Digit Security Number secret at all times;
  - iv. never allow anyone else to use your User ID or 6 Digit Security Number.
- 30. You must ensure that your Registered Address, telephone number and Email Address are up to date and that the arrangements for receiving mail at your Registered Address and Email Address are secure.
- 31. If you suspect that someone knows your User ID

or 6 Digit Security Number you must telephone us immediately on 0345 602 3409\*.

32. If you act fraudulently in relation to your Account you will be liable for all Losses. If you act without reasonable care and Losses are caused, you may be liable for them. We may decide that you have not acted with reasonable care if you fail to follow the security safeguards set out above or elsewhere in the Agreement.

### Section 4 - Transaction Information Box

Transaction Type	Debit	Credit	Cut-off times for instructions	Unique Identifier	Authorisation Required
Growth Bond Ac	count				
Cash deposit at a Post Office branch		<ul> <li>Image: A start of the start of</li></ul>	You can only carry out this type of transaction during Post Office opening hours	N/A	Cash deposits must be accompanied by a correctly completed application form signed by all account holder(s). A receipt will be issued by the Post Office counter clerk at the time of deposit
Deposit by in-house transfer (i.e. a transfer from another Post Office savings account administered by us) to open the account		<ul> <li>✓</li> </ul>	N/A	The account number of the Post Office savings account from which the transfer is being made	We require: (1) a correctly completed application form signed by all account holder(s); and (2) the account number of the Post Office savings account from which the transfer is being made
Cheque		<ul> <li>Image: A start of the start of</li></ul>	During Post Office opening hours Or By post to Customer Services Centre. Cheques received after 5pm will be processed on the next Business Day	Account Number. For cheques sent by post, write your full name and address on the reverse of the cheque.	

Withdrawal of Authorisation	Limits	Execution and Debit/Credit Value Times	Notification of refusal to execute
Once the deposit has been made, you cannot cancel it	Up to £1,000	Credited to your Account on the Business Day that the Account is opened by us	Post Office counter clerk will notify you if the cash deposit is refused
You may withdraw your authorisation at any time up until the transaction has been processed – but this will cancel your Account application	There are no limits on the value of the transfer you can make in this way provided there are sufficient cleared funds for us to process the payment on demand	Credited to your Account on the Business Day that the Account is opened by us	You will be notified in writing if the transfer is refused or declined
Once the Deposit has been made you can only stop/ cancel the cheque with the originating Bank or Building Society	There is no limit to the value of the cheque	Credited to your Account on the Business Day that the cheque is received by us. Interest will be paid once the value is classed as Cleared Funds.	You will be notified in writing if the cheque is refused

### **Contact us**

Get in touch	Ask us	at the counter	
Get in tooch			
	Call us	0800 169 7500*	
	Visit us	PostOfficeMoney.co.uk	

This document is available in large print, Braille or on audio tape by calling 0800 169 7500 or textphone 03457 22 33 55\* quoting PL1513. Once your account has been opened we can also provide account correspondence, documentation and statements in large print or Braille, excluding the 6 Digit Security Number.

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