

**Current  
Account**

**anpost  
money**

## **Terms and conditions**





This Agreement applies to your An Post Money Current Account. You must read it carefully. By applying for or using your An Post Money Current Account, you are agreeing to the terms set out in this Agreement. Your rights and obligations in relation to your An Post Money Current Account are as set out in this Agreement.

The An Post Money Current Account is a current account with a dedicated BIC and IBAN and a Mastercard® debit card issued by An Post. An Post is authorised to provide the services specified in the Postal and Telecommunications Services Act 1983 (Section 67) Order 2016, (Statutory Instrument Number 170 of 2016), which is made pursuant to Section 67 of the Postal and Telecommunications Services Act 1983. An Post's registered office is **General Post Office, O'Connell Street Lower, Dublin 1, D01 F5P2.**

Your funds are managed by An Post. Since we are not a Credit Institution, your funds are not covered by the Deposit Guarantee Scheme in Ireland. However, we place customers' funds in segregated accounts (known as 'safeguarding' or 'client funds' accounts) with Financial Institutions that are approved by the Board of An Post to accept An Post deposits and that are authorised to operate in Ireland as a Credit Institution, in line with EU regulations and supervised by the Central Bank of Ireland. This means that your funds are separated from our other assets and can be used to repay you and other customers in the unlikely event of our insolvency.

Mastercard is a registered trademark, and the circles design which appears on your Card is a trademark of Mastercard International Incorporated. An Post is regulated by the Central Bank of Ireland. An Post is a designated activity company incorporated in Ireland under company registration number 98788 and with limited liability.

## Terminology explained

**Account balance** means all monies in your Current Account, including in Account Wallets, minus pending Point of Sale (POS) and/or ATM transactions.

**Account information services** or **AIS** means an online service operated by a third party, which provides consolidated payment account information to you, including information relating to your Current Account.

**Account information service provider** or **AISP** means a third party that provides an Account Information Service.

**Account wallet** or **An Post Money Current Account Wallet** means your secure budgeting tool provided to you under this Agreement.

**Agreement** means these terms and conditions governing the use of your An Post Money Current Account, together with all applicable fees, a full list of which is available at [anpost.com/currentaccount](https://anpost.com/currentaccount) or at post offices.

**An Post Money Current Account** or **Current Account**, means the An Post Money Current Account governed by this agreement, which is a current account provided to you (and/or to you jointly with someone else) with a dedicated Business Identifier Code (BIC) and International Bank Account Number (IBAN) along with a Mastercard Debit Card issued by An Post and includes any of your associated An Post Money Current Account Wallets.

**App** means the An Post Money Current Account mobile application through which the An Post Money Current Account may be accessed.

**ATM** means automated teller machine, i.e. cash dispenser.

**Available balance** means the value at any given time of unspent funds in your Current Account and available to pay for transactions and fees payable under this Agreement. Available balance does not include any amounts held in Account Wallets or any uncleared payments.

**Card** or **An Post Money Current Account card** means your An Post Money Current Account Mastercard Debit Card issued to you under this Agreement.

**Cardholder** means the named An Post Money Current Account holder (or named holders of a Joint Account) to whom the Card is issued.

**CashBack** means a cash back facility which merchants may offer when making card purchases.

**Channels** are the methods by which you may access the Current Account and our services. These include post offices in the Republic of Ireland, authorised agents, ATM network, Internet banking services via our website, through the app or by other such methods as may be prescribed by us from time to time. The An Post Money Current Account and services that may be accessed and utilised may vary across the different channels and the limits applicable to particular transactions or services may also vary across the different channels.

**Customer** means a natural person not acting in a business capacity.

**Customer services** means the customer service team, which can be contacted using the details below:

Telephone	00 353 (1) 705 8000
Postal address	An Post Money, BillPost, Enterprise House, Cappa Road, Kilrush, Co. Clare, V15 VX23, Ireland
E-mail	customerservices@anpostmoney.com

**Denominated currency** means Euro.

**Joint account** is the current account in the name of, and jointly held by, two people.

**Lost or stolen contact number** means 1800 267678 which you should contact immediately to cancel your card if lost or stolen.

**Merchant** means a provider of goods and/or services who accepts the An Post Money Current Account Card as a means of payment whether by distance means (e.g. by telephone and online) or over the counter (as applicable), including, without limitation, Participating Retailers.

**Online account** means an An Post Money Current Account that is accessible online at [anpost.com/currentaccount](https://anpost.com/currentaccount) for balance enquires and payments.

**POS** means the point of sale within a Merchant where your Current Account Card can be used for purchases.

**Payment initiation service** or **PIS** means a service performed by a third party, at your request and on your behalf, to initiate a payment order in respect of your An Post Money Current Account.

**Payment initiation service provider** or **PISP** means a regulated third party to whom you have given permission to access your online accessible An Post Money Current Account to enable it to initiate a PIS.

**Security features** means any personal identification number(s) or other security code(s), including without limitation Internet or other password(s) issued by us to you or created by you in accordance with our instructions or other procedures and such other personalised devices and/or security procedures that may be introduced in respect of the operation of the An Post Money Current Account from time to time.

**SEPA** is the Single Euro Payments Area where individuals and companies are able to make and receive payments in Euro, whether between or within national boundaries under the same conditions, rights and obligations regardless of their location within that area.

**SEPA credit transfer** is a payment from your account to another account in the SEPA area, which can be initiated and made at [anpost.com/currentaccount](https://anpost.com/currentaccount)

**SEPA direct debit** is an arrangement that allows a third party to withdraw money from an individual's account on agreed dates, typically in order to pay bills. Direct debits are initiated by your creditor and are subject to the SEPA direct debit scheme rules.

A **shortfall** occurs when a transaction is completed when there are insufficient funds for that transaction.

**TPP** means a regulated third party provider of payment services including but not limited to AIS and PIS.

**We, we, Us, us** or **Our, our** refer to An Post.

**Website** means [anpost.com/currentaccount](https://anpost.com/currentaccount)

**Working day** means a day between and including Monday to Friday, between 9am and 5pm except for bank or public holidays in the Republic of Ireland.

**You, you** and **Your, your** refer to the holder of an An Post Money Current Account, the holders of a joint account, the cardholder(s), and any TPP authorised by you in accordance with clause 16 (Third Party Payment Service Providers) to access or to operate your An Post Money Current Account.

# Terms and conditions

## 1.0 Your Current Account

- a** The An Post Money Current Account is an account provided to you (and/or jointly to you and someone else) with a dedicated BIC and IBAN and with a Mastercard debit card issued by An Post and any of your associated Current Account wallets. Your Current Account Card is not a credit card. Funds credited to your An Post Money Current Account and account wallet(s) will not earn any interest. An Post keeps all money exchanged for the An Post Money Current Account in a bank account with authorised credit institutions or in assets approved by the Central Bank of Ireland which is separate and segregated from the assets of An Post.
- b** You may open an individual account and/or a joint account. Multiple accounts are not permitted. You are not permitted to use your An Post Money Current Account for business or commercial purposes.
- c** An Post Money Current Account is not transferable to anyone else; except to the extent outlined at clause 16 (Third Party Payment Service Providers) in respect of TPPs, it may only be used by you, and, where it is a joint account, by the other authorised user. The card remains the property of An Post and must be returned to us at our request.
- d** The An Post Money Current Account does not provide an overdraft facility and does not extend credit.

## 2.0 Applying for and activating your Current Account

- a** To apply for the An Post Money Current Account, you must be at least 16 years of age and a resident of the Republic of Ireland. We will ask to see evidence of who you are, your age and your address. We will ask for further documentary evidence in some cases and/or we may carry out checks on you.
- b** By applying for the Current Account you are agreeing to your information being passed to relevant agencies for this purpose. When we perform electronic checks, personal information provided by you may be disclosed to other parties who may keep a record of that information.
- c** A credit check is not performed and your credit rating will not be affected.

- d** You must apply for your Current Account in person at an An Post post office or by any such means as may be made available to you by An Post. You will receive a welcome pack by post.
- e** To activate your card and register for your online account you must follow the instructions in the welcome letter. You cannot use your An Post Money Current Account or card until this has been done.
- f** To activate your Current Account online you must have provided your e-mail address, your mobile phone number and your mother's maiden name when applying for your Current Account.

### **3.0 Fees**

- a** A full list of fees is available at [anpost.com/currentaccount](https://anpost.com/currentaccount) or on request at Post Offices. An Post reserves the right to debit your Current Account of any outstanding fees payable on your account when you have put your Current Account in funds.

### **4.0 Paying money into your account**

- a** Funds may be lodged into your Current Account by you (and/or your joint account holder) or electronically by any other third party.
- b** Funds can be lodged into your Current Account:
  - i** at any post office in the Republic of Ireland; or
  - ii** by bank transfer (including for example by way of salary transfers from employers and other payers and/or payment benefits and similar government payments).
  - iii** by quick lodge at [anpost.com/currentaccount](https://anpost.com/currentaccount). An Post reserves the right to introduce new options for funding your account and to remove existing options, as necessary. If funding options are not already covered in these terms and conditions, you will be informed about these changes (including the applicable conditions and fees).
- c** Various limits in relation to the operation of your Current Account and Card apply. These relate to the value and volume of transactions that you are permitted to execute and include daily maximum cash lodgements and withdrawals at Post Offices – see [anpost.com/currentaccount](https://anpost.com/currentaccount) for more information. We reserve the right to refuse to accept any such transaction at our discretion.



- d** Please note that, upon receipt by us, your funds will be available for use without delay, unless you have opted to have some of the funds allocated to your account wallet(s). Cheque lodgements will be credited after 10 working days. Please see clause 5 (Using your An Post Money Current Account) for more information.

## 5.0 Using your Current Account

### An Post Money Current Account Card

- a** Your Current Account card can be used to lodge to, withdraw from, or check your account balance at any Post Office in the Republic of Ireland. Your card is accepted at millions of locations worldwide wherever Mastercard is accepted. You can use your card at any ATM, POS or online website that displays the Mastercard<sup>®</sup>, Maestro<sup>®</sup>, and/or Cirrus<sup>®</sup> acceptance marks.
- b** You will not be able to use your Current Account card after its expiry date. You will receive a new card by post in advance of any expiry date.
- c** Your Current Account card belongs to An Post. We may at any time suspend, restrict, replace or cancel your Current Account card or refuse to issue or re-issue your card for a variety of reasons, including but not limited to the following:
  - i** if we have reasonable cause to be concerned about the security of your Current Account or card;
  - ii** if we reasonably suspect your Current Account or card is being used in an unauthorised or fraudulent manner;
  - iii** if you break an important part of this agreement, or repeatedly break any term in this agreement and fail to resolve the matter in a timely manner;
  - iv** if we need to do so to comply with the law; or
  - v** if you are not a resident in the Republic of Ireland.
- d** If we take any of the steps referred to in the first paragraph of clause 5(c), we will inform you as soon as possible (or when we are permitted to do so) after we have taken these steps. We may ask you to stop using your Current Account Card and return it to us or destroy it. We will issue you with a replacement Current Account Card, if after further investigations, we believe that the relevant circumstances set out in clause 5(c) no longer apply.

- e** In each case, we will deduct the value of payment transactions made with your Current Account Card from the balance on your An Post Money Current Account as soon as the transaction is made. We will also deduct any applicable fees as soon as they become payable by you. Please see [anpost.com/currentaccount](https://anpost.com/currentaccount) for more information.

### **Recurring payments – direct debits**

- f** Before using your Current Account, you need to make sure there are sufficient available funds. If you set up a recurring payment or regular subscription using your Current Account, you must ensure that there are sufficient funds within your available balance to cover it. Insufficient funds in your Current Account will cause transactions to be declined.
- g** You may arrange to have direct debit payments deducted from your Current Account, by providing your creditor with your current account BIC and IBAN number. If a direct debit payment is due and there are insufficient funds available to cover the full payment, the payment will be declined.
- h** The An Post Money Current Account Wallet(s) has been designed to enable you to designate some of your funds for important regular payments such as bills. Online account registration is required to use the Current Account Wallet. You should ensure sufficient funds are allocated to your Current Account Wallet to cover any such recurring payments you wish to make using your Current Account Wallet.
- i** Please note that funds allocated to your Current Account Wallet(s) cannot be accessed for transactions at any post office, ATM, POS or for online purchases. Funds may be moved back from your Current Account Wallet(s) into the your main Current Account by accessing our website or using the app. Once the reallocation of funds is complete the funds may be used immediately at any post office, ATMs, POS and online.
- j** If your card is lost or stolen, you can arrange for emergency access to your funds by contacting our customer services on [1800 267678](tel:1800267678). This number is available 24/7/365. Emergency withdrawal is only available at post offices during normal opening hours.

- k** Spending/withdrawal limits, including for CashBack and ATM transactions, may apply to your Current Account. Please see our website for more information.
- l** All payments made using your Current Account shall be in the denominated currency. If you are paying for goods and services in a different currency to the denominated currency, the amount payable shall be converted at the applicable conversion rate at the time your transaction is processed. In addition, a transaction charge will apply for ATM withdrawals. Please see [anpost.com/currentaccount](https://anpost.com/currentaccount) for more information.
- m** We may refuse to process or honour a transaction:
  - i** if we suspect your Current Account or card is being used in an unauthorised or fraudulent manner;
  - ii** if you have not paid enough money into your Current Account at the relevant time to cover the amount of the transaction and any applicable fees; or
  - iii** if we believe that a transaction will break the law.
- n** In the case of clause 5(m)(i) above, we will inform you as soon as possible (unless it would be impractical or unlawful for us to do so). You may correct any information we hold (and/or which may have caused us to refuse a transaction) by contacting customer services via [customerservices@anpostmoney.com](mailto:customerservices@anpostmoney.com) or phone on 00 353 (1) 705 8000.
- o** As with all payment cards, we cannot guarantee all merchants will accept your An Post Money Current Account Card. Please note that all merchants are required to check that your Available Balance is sufficient to cover the transaction amount.
- p** You can check your Available Balance:
  - i** at any Post Office in the Republic of Ireland;
  - ii** online at our Website, [anpost.com/currentaccount](https://anpost.com/currentaccount);
  - iii** on your mobile via the App;
  - iv** by calling our customer service number 00 353 (1) 705 8000

## 6.0 Electronic channels

- a** You authorise and instruct us to act on all instructions and requests that are received through our website or app provided the instructions and requests are made by use of the relevant security features. Although we may from time to time require other additional means of personal identification, we shall not be obliged to do so and we may act on such instructions and requests without taking any further steps to ensure that the instructions or requests are genuine.
- b** You must notify us without undue delay on becoming aware of the loss or theft of any security features.
- c** We may decline to act on any instruction or request received through our website or app until it has been confirmed in writing and signed by you.
- d** You shall provide and maintain at your own expense any devices needed to access our website or the app and shall ensure that such devices satisfy all technical and other requirements specified by us. You are responsible for disconnecting and clearing any information from any device used to access the An Post Money Current Account before leaving such devices unattended. You are solely responsible for maintaining the confidentiality and security of the device and any security features.
- e** You shall ensure that all instructions given by you to us through our website or app channels are accurate and complete. You are solely responsible for the accuracy of each instruction. We are not responsible for any delay or error which arises from incomplete, unclear, inconsistent or mistaken instructions which you give us. Where you give us inconsistent instructions we shall not be liable for acting or not acting in accordance with any part of those instructions.
- f** Our website and app are methods of accessing and utilising services provided by us. Accordingly, save to the extent that this agreement provides otherwise, all mandates relating to the An Post Money Current Account and all terms applicable to the An Post Money Current Account remain in full force and effect.
- g** Although it is our intention that our website, app and customer services channels will be available to users 24 hours a day, 365 days a year, there will be occasions when due to technical, security, maintenance, administrative or other reasons (whether within our

control or not) some or all of the services normally available will not be available. Accordingly, we may from time to time, without incurring any liability to you, temporarily suspend any or all of our website, app or customer service functionality for such periods as we shall determine.

- h** We shall, on giving you not less than 2 months' notice, be entitled to terminate permanently our website, app or customer service channels or any element thereof.
- i** We may from time to time add to, withdraw, suspend, amend or otherwise alter all or any of the services, which may be accessed and utilised through our website, app or customer service channels. Details of the services available from time to time may be viewed on our website.
- j** You acknowledge that your use of our website is subject to the other legal terms and conditions governing the use of our website and as posted on our website from time to time under 'legal information' and agree to be bound by same.
- k** You acknowledge that the use of our website is subject to the data protection and privacy statements as posted on our website from time to time and agree to be bound by same.
- l** While we have taken all reasonable security precautions, the nature of communication by the Internet and other electronic means is such that we cannot guarantee the privacy or confidentiality of any information relating to you passing by such methods. In accessing our website and app and in availing of the services, you accept that communications may not be free from interference by third parties and may not remain confidential. The use of our website and the app is at your sole risk.

## **7.0 Joint accounts**

- a** Where you have requested a joint account, you authorise us to issue a different card, different card PIN, different User ID to each of the two joint account holders.
- b** Where obligations are specific to an account holder (for example relating to the use of the card), such obligations will apply to both account holders on a joint and several basis.

- c** Other than as set out in clause 7(f), the Current Account cannot be operated on any "co-sign" basis (including where both joint account holders must agree to all individual transactions or to any operation of the joint account, e.g. for any payment or withdrawal authority).
- d** If you have a joint account, we will act on any instruction from either account holder. We will treat each joint account holder as being entitled to all of the funds held in the Current Account without regard to any private arrangements or division of ownership of funds between joint account holders within the joint account. For the avoidance of doubt, joint account holders shall be jointly and severally responsible for all transactions carried out with either issued card and for any shortfall arising from use of the joint account.
- e** An existing individual Current Account cannot be "converted" to a joint account. To open a joint account, follow the same steps as apply in respect of a single cardholder account at a post office in the Republic of Ireland.
- f** If any joint account holder:

  - i** informs us of a dispute between the account holders, we may block or suspend the joint account. You will be responsible for any payments or withdrawals you or your joint account holder authorise before we are told of a dispute. Following any such report, use of services may be suspended and we may ask for the return of your cards;
  - ii** would like to cancel a joint account, please call **00 353(1) 705 8000**. We will need the signature of both joint account holders to confirm the closure of any joint account;
  - iii** dies, the survivor may not continue to operate that joint account, but may redeem any remaining funds. The survivor will need to close the existing joint account. We will require documentary evidence from the survivor that the joint account holder has died before we close the joint account.

## 8.0 Authorising transactions

- a** The authorisation of a transaction made with your Current Account card can include authorising any single transaction, a series of recurring transactions (including transactions for an indefinite period) or pre-authorising future transactions of a certain or uncertain amount.
  
- b** An Post Money Current Account Card transaction will be regarded as authorised by you where you authorise the transaction at the POS by following the instructions provided by the merchant to authorise the transaction, which includes:
  - i** entering your PIN or providing any other security code;
  - ii** signing a sales voucher;
  - iii** providing your Current Account details and/or providing any other details as requested online;
  - iv** swiping your Current Account Card in a card reader;
  - v** inserting your Current Account card and entering your PIN to request a cash withdrawal at an ATM;
  - vi** making a request for a cash withdrawal at any Post Office in the Republic of Ireland; or
  - vii** presenting your Current Account card to a contactless terminal.
  
- c** Authorisation for the Current Account Card transaction may not be withdrawn (or revoked) by you after the time we have received it. However, any transaction which is agreed to take place on a date later than the date it was authorised may be withdrawn if you give notice to the merchant (and provide a copy of the notice to us by emailing [customerservices@anpostmoney.com](mailto:customerservices@anpostmoney.com)) by no later than the close of business on the business day before the (future) transaction was due to take place.
  
- d** Authorisation will be requested at the time of each Current Account card transaction. In the unlikely event (for any reason whatsoever) a transaction is completed when there are insufficient available funds on your account for that transaction, the resulting shortfall must be reimbursed by you immediately.

- e** You are responsible for ensuring that you have sufficient funds available to cover any other type of outbound payment transaction authorised by you, such as SEPA direct debits and SEPA credit transfers, and any other fees such as the monthly fees for your account.
- f** You agree that, once we make a Shortfall known to you, you must repay it immediately. We may suspend your An Post Money Current Account and your card until we are reimbursed the full shortfall amount.
- g** You agree that if we debit or credit funds to your current account in error, we may reverse the debit or credit or otherwise correct our error as we become aware of it.
- h** We shall take your instructions to establish any recurring transactions as correct and final and shall not be liable for correctly authorising a transaction that you have provided instruction to us to complete.

## **9.0 Termination, expiry and cancellation**

- a** You have a right to close your An Post Money Current Account at any time without notice. You can do so in writing to us at: An Post Money, BillPost, Enterprise House, Cappa Road, Kilrush, Co. Clare, V15 VX23. If your An Post Money Current Account is closed or you have terminated this Agreement in accordance with this clause 9 (Termination, Expiry and Cancellation), we will immediately block your Current Account so that it cannot be used.
- b** We may terminate this, agreement for any reason by giving you at least two (2) month's notice.
- c** We may terminate this agreement immediately (and will inform you as soon as practicable): i. if you break an important part of this agreement, or repeatedly break any term in this agreement and fail to resolve the matter in a timely manner; or ii. if you act in a manner that is threatening or abusive to our staff, or any of our representatives; or iii. if you fail to pay fees that you have incurred or fail to put right any shortfall (see our website and clause 8 (Authorising transactions)). For the avoidance of doubt, subject to clause 7(f)(iii) above, this agreement will terminate immediately in the event of your death.



- d** We may also close your Current Account and/or suspend your Card immediately if we reasonably believe it is being used to commit fraud or for other illegal purposes. If we do this, we will tell you as soon as we are permitted legally to do so.
- e** Your Current Account Card will be valid for the period ending on the expiry date set out on your Current Account Card. On the expiry date, your Current Account Card will cease to function and you will have no further rights to use it. You will receive a replacement Current Account Card in advance of the expiry date.
- f** Following termination of this agreement and/or cancellation of your Current Account Card, any funds on your Current Account including any unspent funds that you have allocated for use via its associated account wallet(s) will be returned to you once all transactions initiated or requested by you and all relevant fees have been processed. Please see clause 13 (Your Right to a Redemption), which sets out how funds will be returned and further terms relating to the return of funds.

## **10.0 Keeping your current account secure**

- a** You should treat your An Post Money Current Account Card like cash. If it is lost or stolen, you must report your card immediately as lost or stolen to **1800 267678** or you may lose some or all of your money on your account, in the same way as if you lost cash. You must keep your Current Account Card safe and not let anyone else use it. You must keep your card PIN secret at all times. Do not reveal it to anyone.
- b** You must not reveal any security details of your Current Account to anyone else, (including your joint account holders, if any), such as your user ID and your online PIN.
- c** If you engage a Payment Information Service Provider to provide Payment Information Services on your Current Account, they will have access to view and transact on your Current Account. If you suspect that anyone else knows any security details for your Current Account, you should take immediate steps to change your security details and contact us immediately as set out in clause 11(a)(Your Liability).

- d** When you access your An Post Money Current Account online or through a mobile device, you must take reasonable steps to ensure the computer and mobile device you use meet reasonable security standards. For more information see our website.
- e** You must carry out regular virus checks on your own computer.
- f** You must take reasonable steps to protect your mobile device and your computer so that they cannot be used to access your Current Account if they are lost or stolen.

## **11.0 Your liability**

- a** If you become aware or if you suspect that your An Post Money Current Account PIN or your Current Account details are known to an unauthorised person, or if you think a transaction is unauthorised or has been incorrectly executed, or if you know or suspect your card is lost or stolen, you must tell us immediately by contacting customer services at: **1800 267678**.
- b** Your maximum liability for any unauthorised transactions on your Current Account is €50 unless investigations show that any disputed transaction was in fact authorised by you, or if you have acted fraudulently or with gross negligence (for example by failing to keep your card or your account PIN secure or by failing to notify us without delay on becoming aware of the loss, theft or unauthorised use of your Current Account, in which case you will be fully liable for any loss you and or we incur, from (mis)use of your An Post Money Current Account).
- c** Provided you have not acted fraudulently or with gross negligence we will refund the amount of any transactions which our investigations show were not authorised by you and which arose after you notified us of the loss, theft, misappropriation or unauthorised use of your Current Account.
- d** You have the right to request details of unauthorised or incorrectly executed transactions on your Account in order to recover your funds. We will, upon receipt of your written request, provide details of any incorrectly executed instruction to the relevant bank or payment service provider for the purpose of retrieval of your funds.

- e** We reserve the right to charge you for any reasonable costs that we incur in taking reasonable and necessary action to stop your Current Account and card and/or to recover any monies owed as a result of any unauthorised activities.

## **12.0 Our liability**

- a** Any liability on our part in connection with this agreement shall be subject to the exclusions and limitations listed in this clause 12 (Our Liability).
- b** We will not be liable for any loss arising from:
  - i** a Merchant refusing to accept your Current Account Card;
  - ii** any cause which results from abnormal or unforeseen circumstances beyond our reasonable control;
  - iii** our having to suspend, restrict or cancel your Current Account Card or refuse to issue or replace it if we reasonably suspect your Current Account is being used in an unauthorised or fraudulent manner, or as a result of you breaking an important term or repeatedly breaking any term in this agreement;
  - iv** our compliance with any applicable laws relating to your Current Account; or
  - v** loss or corruption of data relating to your Current Account (unless caused by our wilful default or negligence);
  - vi** the use of any information provided by you to an AISP; An Post does not guarantee that any individual merchant will accept the An Post Money Current Account Card.
- c** Unless otherwise required by law or as set out in this agreement, we will not be liable to you in respect of any indirect, incidental, consequential, punitive or special damages arising out of or related to this agreement.
- d** We will not be liable for any losses resulting from or in relation to the goods or services that you purchase with the Current Account Card or with any other payment method from your Current Account. An Post accepts no responsibility or liability for any quality, safety, lawfulness, or any other aspect, of goods and/or services paid for using the Current Account or your Card. Disputes regarding transactions made using

the Current Account or your Card should be settled by you in the first instance directly with the relevant merchant/participating retailer.

- e** Where a payment is initiated by a PISP, we will refund to you, immediately and in any event no later than one business day following notification of your request, any amount incorrectly debited to your account as a result of any unauthorised, defective, non-executed or incorrectly executed payment.
- f** From time to time, your ability to use your Current Account may be interrupted, e.g. when we carry out maintenance. If this happens, you may be unable to:
  - i** pay funds into your Current Account;
  - ii** conduct any SEPA transfers;
  - iii** use your Card to pay for purchases or obtain cash from ATMs (if applicable);
  - iv** obtain information about the funds available on your Current Account and/or your recent transactions and/or use your Current Account Wallet(s).
- g** Where your Current Account card is faulty, our liability shall be limited to replacement of your card (and, for the avoidance of doubt, your funds shall not be affected).
- h** Where sums are incorrectly deducted from your available balance, our liability shall be limited to payment to you of, or refunding of your Current Account, with an equivalent amount to the sum incorrectly deducted.
- i** In all other circumstances, our liability will be limited to repayment of the amount of the account balance.

### **13.0 Your right to a redemption**

- a** You have the right to redeem the funds in your An Post Money Current Account at any time. You can do so by sending your request in writing to: An Post Money, BillPost, Enterprise House, Cappa Road, Kilrush, Co. Clare, V15 VX23.

### **14.0 Disputed transactions**

- a** You may be entitled to claim a refund for a transaction made with your Current Account Card where:

- i** the transaction was not authorised by you;
  - ii** the transaction was incorrectly executed by the merchant and notified to us (in accordance with clause 8 (authorising transactions));
  - iii** the transaction did not specify the exact amount at the time of its authorisation and the amount charged by the merchant was more than you could reasonably have expected, taking into account normal spending patterns on the your account or the circumstances of the transaction. (However, please note that a claim for a refund in such circumstances will not be accepted if the amount of the transaction was made known to you at least four (4) weeks before the transaction date or if the claim is made more than eight (8) weeks after being debited to your account);
  - iv** you have an automatic refund right for up to eight (8) weeks after a direct debit transaction was made. See clause 15(g) and (h);
  - v** we were notified of the unauthorised/incorrectly executed transaction within thirteen (13) months of the debit date of the transaction.
- b** If any of the above circumstances apply, you should first contact the merchant, as this may lead to a quicker resolution of the dispute. You may also ask us to investigate the transaction or any misuse of your Current Account. Subject to the other terms of this agreement, we will immediately process a refund of the amount of the disputed transaction. We may need more information and assistance from you to carry out such investigation.
- c** If we refund a disputed transaction to your Current Account and subsequently receive information to confirm that the transaction was authorised by you and/or correctly posted to your account, we shall deduct the amount of the disputed transaction from the available balance (or, if the available balance is insufficient, require you to immediately refund the shortfall).
- d** The provisions in this agreement giving you the right to request a refund will survive the termination of this Agreement.

## **15.0 SEPA direct debit consumer rights**

Under the SEPA direct debit core scheme rules and SEPA regulation 260-2012, you can:

- a** Use a single account to pay a SEPA direct debit in any SEPA country;
- b** Instruct An Post to refuse a SEPA direct debit;
- c** Prohibit the application of any SEPA direct debit to your account;
- d** Specify creditors who may collect SEPA direct debits from your account;
- e** Specify creditors who may not collect SEPA direct debits from your account;
- f** Limit a SEPA direct debit collection to a certain amount and/or period;
- g** Request a refund for any SEPA direct debit within eight (8) weeks from the date on which the SEPA direct debit was debited from your account. Within the eight week period we will refund you on a 'no-questions asked' basis;
- h** Request a refund for any unauthorised SEPA direct debit after eight (8) weeks and within thirteen (13) months from the date on which the SEPA direct debit was debited from Your Account.
- i** You can request a recall of a settled SEPA Credit Transfer for a reason other than duplicate sending, technical problems resulting in erroneous SEPA Credit Transfer(s) and a fraudulently originated SEPA Credit Transfer. This does not guarantee a return of the funds of the initial SEPA Credit Transfer, as a return of funds depends on the consent of the Beneficiary.

## **16.0 Third party payment service providers**

If you choose to give third party providers (TPPs, including PISPs and AISPs) authority to access your An Post Money Current Account online to make payments or to obtain information about balances on your Current Account and/or transactions on your Card:

- a** You must ensure that any AISP or PISP you instruct is regulated. You are responsible for providing explicit consent to any AISP or PISP.
- b** Before giving consent, you should satisfy yourself as to what degree of access you are consenting to; how it will be used; and to whom your information may be passed on to. We are also not responsible for, or a party to, any agreement that you enter into with any AISP or PISP.

- c** You should make yourself aware of any rights to withdraw authority from that third party and what process they have in place to remove access. If you no longer wish to use an AISP or PISP you should contact them directly to inform them of your decision. You should note that they may still have access to your An Post Money Current Account unless you change your login details. You can do this through our website.
- d** Where you appoint a PISP, we shall be entitled to rely on any payment initiation instruction issued by that PISP as though it is your instruction. We will act on it as though you provided the instruction directly to us.
- e** Any consent or authority you give to a PISP or an AISP is an agreement between you and it. We will have no liability for any loss whatsoever incurred as a result of any such agreement. We are not responsible for any use of your An Post Money Current Account or information relating to your Current Account or any AISP or PISP appointed by you. Such use of your personal data shall be governed by the contract or agreement between you and that service provider.
- f** We will not be able to revoke a payment order received from you or a PISP on your behalf, unless there is agreement from us, the account holder who is to receive the payment and any other payment service providers involved in that specific transaction. This does not prejudice any rights you may have to a refund in accordance with this agreement.

## **17.0 Changes to this agreement**

- a** You have a right to receive a copy of this agreement on paper free of charge. Please contact us at:  
An Post Money, BillPost, Enterprise House,  
Cappa Road, Kilrush, Co. Clare, V15 VX23.
- b** We may change the terms of this Agreement (including, without limitation, changing existing fees or introducing new fees) by notifying you in writing by e-mail, on our Website, or by other agreed means at least two (2) months before such change is due to take effect (or a shorter period if required or permitted by law).
- c** The notices and up-to-date version of this agreement will always be available on our Website. We recommend that you check our Website regularly for any such notices and changes.

- d** You will be deemed to have accepted any and all notified change(s) unless you tell us that you do not agree to the change(s) prior to the change(s) taking effect. In such circumstances, we will treat your notice to us as notification that you wish to terminate this Agreement immediately, and we will then refund any balance on your Current Account in accordance with clause 13 (Your right to a redemption). In such instance, you will not be charged a refund fee.

## **18.0 Account balances, statements and communication**

- a** All communications will be in English unless otherwise required by the Official Languages Act, 2003.
- b** You may contact us:
  - i** by e-mail at [customerservices@anpostmoney.com](mailto:customerservices@anpostmoney.com)
  - ii** by phone at 00 353 (1) 705 8000
  - iii** by writing to us at: An Post Money, BillPost, Enterprise House, Cappa Road, Kilrush, Co. Clare, V15 VX23.
- c** You acknowledge that any account balance quoted on your An Post Money Current Account may not be fully up to date, as account balances may not have been adjusted to include recent debit or credit transfers. Your account balance may contain uncleared transactions, which may be adjusted in the event of nonpayment of any such transaction.
- d** You will receive a quarterly statement (unless you request that a statement be provided on a monthly basis, free of charge, relating to your Current Account by post. This statement will include information relating to account balance and debits and credits within the relevant period. You may have the option to request e-statements instead of paper statements. See our website for further information. If we provide you with a duplicate copy statement or if you An Post provides you with a statement more frequently than quarterly following a request by you, we may charge a reasonable administrative fee.



## 19.0 Complaints

- a** If you wish to make a complaint, you do so by:
  - i** calling customer services on 00 353 (1) 705 8000 or
  - ii.** writing to: Complaints Manager, An Post Money, BillPost, Enterprise House, Cappa Road, Kilrush, Co. Clare, V15 VX23.

If you are not satisfied you are entitled to take your complaint to the financial services ombudsman at the following address:

**Address** Financial Services Ombudsman, 3rd Floor Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

**E-mail** enquiries@financialombudsman.ie

**Lo Call** 1890 882090 or 00 353 (1) 6620899

**Website** financialombudsman.ie

## 20.0 Data protection

- a** We will use your personal information:
  - i** for the purposes of managing your An Post Money Current Account and supplying the services described in this agreement, including sending you service messages in connection with the An Post Money Current Account;
  - ii** for the purposes of compliance with our legal obligations, including our obligations under anti-money laundering legislation;
  - iii** for marketing purposes (where you have agreed, or we are otherwise permitted and you have not objected); and
  - iv** for such other purposes set out in our data protection policy or to which you may have consented.
- b** We will handle your personal information in accordance with our data protection policy. Our data protection policy is set out on our website available at: [anpost.com/currentaccount/privacy](https://anpost.com/currentaccount/privacy). It includes details of the personal information that we collect, how it will be used, and who we pass it to.

Any queries or complaints regarding our use of the personal data and/or the exercise of your individual rights should be addressed to:

**Postal address** The Data Privacy Office, An Post,  
GPO, O'Connell Street Lower,  
Dublin 1, D01 F5P2 or by  
**Email** [privacyoffice@anpost.ie](mailto:privacyoffice@anpost.ie)  
**Website** [www.anpost.com/currentaccount](http://www.anpost.com/currentaccount)

## **21.0 Assignment**

- a** We may assign this agreement to another entity, which has the appropriate licences or legal authority to fulfil the obligations stated in this Agreement, at any time, on giving you two months prior notice of this. If we do this, your rights will not be affected.
- b** You shall be entitled to terminate the agreement with immediate effect before the date envisaged for the assignment, in which case the requirements of clause 9 (termination, expiry and cancellation) will apply.

## **22.0 Severability**

If any clauses or parts of clauses are ineffective, the effectiveness of the remainder of this Agreement shall not be affected.

## **23.0 Governing law and jurisdiction**

This Agreement is governed by the laws of Ireland and is subject to the exclusive jurisdiction of the courts of Ireland.



[www.anpost.com/currentaccount](http://www.anpost.com/currentaccount)

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