



An Post Smart Account Terms & Conditions



smartaccount.ie



Selected Post Offices



An Post Smart Account

Terms & Conditions

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

The An Post Smart 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.

The An Post Smart Account is backed by An Post. An Post keeps all monies exchanged for an An Post Smart Account separate and segregated from the assets of An Post in a bank account with authorised credit institutions or in assets approved by the Central Bank of Ireland.

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 for payment services.

Terminology explained

“Account Balance” means all monies in your An Post Smart Account, including in Account Wallets, minus pending Point of Sale (POS) and/or ATM transactions.

“Agreement” means these Terms and Conditions governing the use of your An Post Smart Account.

“An Post Smart Account” or **“Account”**, means the An Post Smart 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 Smart Account Wallets.

“App” means the An Post Smart Account mobile application through which the An Post Smart 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 An Post Smart Account and available to pay for transactions and costs and charges payable under this Agreement. Available balance does not include any amounts held in Account Wallets or any uncleared payments.

“Account Wallet” or **“An Post Smart Account Wallet”** means your secure budgeting tool provided to you under this Agreement.

“Card” or **“An Post Smart Account Card”** means your An Post Smart Account Mastercard Debit Card issued to you under this Agreement.

“Cardholder” means the named An Post Smart Account cardholder to whom the Debit 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 An Post Smart 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 prescribed by us from time to time. The An Post Smart 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”: if there is anything you do not understand please contact us as follows: Telephone 00 353 1 7058000 or Postal address: An Post Smart Account, BillPost, Enterprise House, Cappa Road, Kilrush, Co Clare, V15 VX23, Ireland or email: customerservices@smartaccount.ie

“Denominated Currency” means Euro.

“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.

“Joint Account” is the An Post Smart Account in the name of, and jointly held by, two people.

“Lost or Stolen Contact Number” means 00 353 1 7058000 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 Smart 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.

“Participating Retailer” means the list of selected retailers participating in the **Smart MoneyBack** Programme.

“POS” means the point of sale within a Merchant where your An Post Smart Account Card can be used for purchases.

“Security Features” means any PIN(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 Smart 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.

A **“Shortfall”** occurs when a transaction is completed when there are insufficient funds for that transaction.

“Smart MoneyBack” means the offer of money back, based on Smart Account Card purchases made at a Participating Retailer.

“Smart MoneyBack Programme” means the retailer reward scheme as set out in Section 21.

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

“Website” means smartaccount.ie.

“Working Day” means a day between and including Monday to Friday, between 9am and 5pm except for bank or public holidays in Ireland;

“You”, “you” and “Your”, “your” refer to the Account and Cardholder.

1.0 Your An Post Smart Account

- a) The An Post Smart 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 An Post Smart Account Wallets.

Your An Post Smart Account Card is not a credit card. Funds credited to your An Post Smart Account and Account Wallet(s) will not earn any interest.

An Post keeps all money exchanged for the An Post Smart

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.
- c) An Post Smart Account is not transferable to anyone else; it may only be used by you, and, where it is a Joint Account, by the other authorised user. You do not have the right to retain the Card as the Card remains the property of An Post.
- d) The An Post Smart Account does not provide an overdraft facility and does not extend credit.

2.0 Applying For And Activating Your An Post Smart Account

- a) To apply for the An Post Smart 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 electronically.
- b) By applying for the An Post Smart 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 An Post Smart Account in person at an An Post Post Office. 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 Smart Account or Card until this has been done.
- f) To activate your An Post Smart Account online you must have provided your e-mail address, your mobile phone number and your mother's maiden name when applying for your An Post Smart Account.

3.0 Paying Money Into Your Account

- a) Funds may be lodged into your An Post Smart Account by you (and/or your joint accountholder) or electronically by any other third party.

b) Funds can be lodged into your An Post Smart 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).

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 An Post Smart 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 **smartaccount.ie** 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. Cheque lodgements will be credited after 10 Working Days. Please see Section 4 “Using Your An Post Smart Account” below for more information.

4.0 Using Your An Post Smart Account

An Post Smart Account Card

- a) Your An Post Smart Account Card can be used to lodge to, withdraw from, or check your Account balance at any Post Office in 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®, Maestro®, and/or Cirrus® acceptance marks.
- b) You will not be able to use your An Post Smart Account Card after its expiry date. You will receive a new card by post in advance of any expiry date.
- c) Your An Post Smart Account Card belongs to An Post. We may at any time suspend, restrict, replace or cancel your An Post Smart 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 An Post Smart Account or Card;
 - ii. if we reasonably suspect your An Post Smart 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 Section 4(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 An Post Smart Account Card and return it to us or destroy it. We will issue you with a replacement An Post Smart Account Card, if after further investigations, we believe that the relevant circumstances set out in Section 4(c) no longer apply.
- e) In each case, we will deduct the value of payment transactions made with your An Post Smart Account Card from the balance on your An Post Smart Account as soon as the transaction is made. We will also deduct any applicable costs as soon as they become payable by you. Please see [smartaccount.ie](https://www.smartaccount.ie) for more information.

Recurring Payments – Direct Debits

- f) Before using your An Post Smart Account, you need to make sure there are sufficient available funds. If you set up a recurring payment or regular subscription using your An Post Smart Account, you must ensure that there are sufficient funds within your available balance to cover it. Insufficient funds in your An Post Smart Account will cause transactions to be declined.
- g) You may arrange to have Direct Debit payments deducted from your An Post Smart Account, by providing your creditor with your Smart 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 Smart 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 An Post Smart Account Wallet. You should ensure sufficient funds are allocated to your An Post Smart Account Wallet to cover any such recurring payments you wish to make using your An Post Smart Account Wallet.
- i) Please note that funds allocated to your An Post Smart 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 An Post Smart Account Wallet(s) into the your main An Post Smart Account by accessing our Website or using the App. Once the reallocation of funds is complete the funds may be used immediately at 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 00 353 1 705 8000. 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 An Post Smart Account. Please see our Website for more information.
- l) All payments made using your An Post Smart 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 **smartaccount.ie** for more information.
- m) We may refuse to process or honour a transaction:
 - i. if we suspect your An Post Smart Account or Card is being used in an unauthorised or fraudulent manner;
 - ii. if you have not paid enough money into your An Post Smart Account at the relevant time to cover the amount of the transaction and any applicable costs; or
 - iii. if we believe that a transaction will break the law.
- n) In the case of 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@smartaccount.ie** or phone to 00 353 1 705 8000.
- o) As with all payment cards, we cannot guarantee all Merchants will accept your An Post Smart 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;
 - iii. on your mobile via the App;
 - iv. by calling our Customer Service number 00 353 1 705 8000

5.0 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 Smart 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 Smart Account and all terms applicable to the An Post Smart 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.

6.0 Joint An Post Smart 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 accountholders.
- b) Where obligations are specific to an accountholder (for example relating to the use of the Card), such obligations will apply to both accountholders on a joint and several basis.
- c) Other than as set out in Section 6(f) below, the An Post Smart Account cannot be operated on any "co-sign" basis (including where both joint accountholders 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 accountholder. We will treat each joint accountholder as being entitled to all of the funds held in the An Post Smart Account without regard to any private arrangements or division of ownership of funds between joint accountholders within the Joint Account. For the avoidance of doubt, joint accountholders 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 An Post Smart 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 any Post Office in the Republic of Ireland.

- f) If any joint accountholder:
- i. informs us of a dispute between the accountholders, we may block or suspend the Joint Account. You will be responsible for any payments or withdrawals you or your joint accountholder 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 00353 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 accountholder has died before we close the Joint Account.

7.0 Authorising Transactions

- a) The authorisation of a transaction made with your An Post Smart 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 Smart Account Card transactions 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 An Post Smart Account details and/or providing any other details as requested online;
 - iv. swiping your An Post Smart Account Card in a card reader;
 - v. inserting your An Post Smart 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 An Post Smart Account Card to a contactless terminal.
- c) Authorisation for the An Post Smart 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@smartaccount.ie** 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 An Post Smart 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 costs 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 Smart Account and your Card until we are reimbursed the full Shortfall amount.
- g) You agree that if we debit or credit funds to your Smart Account in error, we may reverse the debit or credit or otherwise correct our error as we become aware of it.

8.0 Termination, Expiry And Cancellation

- a) You have a right to close your An Post Smart Account at any time without notice. You can do so by contacting Customer Services and confirming that you have destroyed your An Post Smart Account Card. If your An Post Smart Account is closed or you have terminated your Agreement in accordance with this Section 8, we will immediately block your An Post Smart 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 costs or charges that you have incurred or fail to put right any Shortfall (see our Website and Section 7 "Authorising Transactions").

For the avoidance of doubt, subject to Section 6 (f) (iii) above,

this Agreement will terminate immediately in the event of your death.

- d) We may also close your An Post Smart 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 An Post Smart Account Card will be valid for the period ending on the expiry date set out on your An Post Smart Account Card. On the expiry date, your An Post Smart Account Card will cease to function and you will have no further rights to use it. You will receive a replacement An Post Smart Account Card in advance of the expiry date.
- f) Following termination of this Agreement and/or cancellation of your An Post Smart Account Card, any funds on your An Post Smart 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 and costs have been processed. Please see “Your Right to a Redemption” Section 12 below, which sets out how funds will be returned and further terms relating to the return of funds.

9.0 Keeping Your Smart Account Secure

- a) You should treat your An Post Smart Account Card like cash. If it is lost or stolen, you must report your card immediately as lost or stolen to 00 353 1 7058000 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 An Post Smart 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 An Post Smart Account to anyone else, (including your joint accountholders, if any), such as your User ID and your online PIN.
- c) If you suspect that anyone else knows any security details for your An Post Smart Account, you should take immediate steps to change your security details and contact us immediately as set out in “Your Liability” Section 10(a) below.
- d) When you access your An Post Smart 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 An Post Smart Account if they are lost or stolen.

10.0 Your Liability

- a) If you become aware or if you suspect that your An Post Smart Account PIN or your An Post Smart 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: 00 353 1 705 8000.
- b) Your maximum liability for any unauthorised transactions on your An Post Smart Account is €75 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 An Post Smart Account, in which case you will be fully liable for any loss you and or we incur, from (mis)use of your An Post Smart 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 An Post Smart Account.
- d) We reserve the right to charge you for any reasonable costs that we incur in taking reasonable and necessary action to stop use of your An Post Smart Account and Card and/or to recover any monies owed as a result of any unauthorised activities.

11.0 Our Liability

- a) Any liability on our part in connection with this Agreement shall be subject to the exclusions and limitations listed in this Section 11.
- b) We will not be liable for any loss arising from:
 - i. a Merchant refusing to accept your An Post Smart 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 An Post Smart Account Card or refuse to issue or replace it if we reasonably suspect your An Post Smart 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 An Post Smart Account; or

v. loss or corruption of data relating to your An Post Smart Account (unless caused by our wilful default or negligence).

An Post does not guarantee that any individual Merchant will accept the An Post Smart 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 An Post Smart Account Card or with any other payment method from your An Post Smart 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 An Post Smart Account or your Card. Disputes regarding transactions made using the An Post Smart Account or your Card should be settled by you in the first instance directly with the relevant Merchant/Participating Retailer.
- e) From time to time, your ability to use your An Post Smart Account may be interrupted, e.g. when we carry out maintenance. If this happens, you may be unable to:
 - i. pay funds into your An Post Smart 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 An Post Smart Account and/or about your recent transactions and/or use your An Post Smart Account Wallets.
- f) Where your An Post Smart 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).
- g) Where sums are incorrectly deducted from your Available Balance, our liability shall be limited to payment to you of, or refunding of your An Post Smart Account with, an equivalent amount to the sum incorrectly deducted.
- h) In all other circumstances, our liability will be limited to repayment of the amount of the Account Balance.

12.0 Your Right To A Redemption

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

13.0 Disputed Transactions

- a) You may be entitled to claim a refund for a transaction made with your An Post Smart 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 the “Authorising Transactions” Section 7 above*);
 - 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*]; You have an automatic refund right for up to eight (8) weeks after a direct debit transaction was made. See clause 14 (g) and (h) below;
 - iv. 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 An Post Smart 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 An Post Smart 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.

14.0 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 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 weeks and within 13 months from the date on which the SEPA Direct Debit was debited from Your Account.

15.0 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 Smart Account, 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, via 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 An Post Smart Account in accordance with the “*Your Right to a Redemption*” Section 12 above. In such instance, you will not be charged a refund cost.

16.0 Account Balances and Statements and Communication

- a) All communications will be in English unless otherwise required by the Official Languages Act, 2003.
- b) You may contact us by email at **customerservices@smartaccount.ie**, by phone at 00 353 1 705 8000 or you may write to us at An Post Smart Account, BillPost, Enterprise House, Cappa Road, Kilrush, Co Clare, V15 VX23.
- c) You acknowledge that any Account Balance quoted on your An Post Smart 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 un-cleared transactions, which may be adjusted in the event of non-payment of any such transaction.
- d) You will receive a quarterly statement on your account by post. This statement will include the following information, Account Balance, debits and credits within the period. You may have the option to cease paper statements. See our Website for further information.

17.0 Complaints

- a) If you wish to make a complaint, you may call Customer Services at 00 353 1 705 8000 or you may do by writing to:

Complaints Manager
An Post Smart Account
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:

Financial Services Ombudsman
3rd Floor Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Email: enquiries@financialombudsman.ie
Lo Call 1890 882090 or 353 1 6620899
Website: financialombudsman.ie

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

19.0 Data Protection

- a) In agreeing to and using the An Post Smart Account and Card, you agree that we can use your personal information to the extent necessary to supply the services described in this Agreement, and as required by statutory obligations.
- 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.ie/DataProtectionPolicy

It includes details of the personal information that we collect, how it will be used, and who we pass it to. You can inform us if you do not want to receive any marketing materials from us.

20.0 Assignment

- a) We may assign this Agreement to another entity, which has the appropriate licenses 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 section 8 ("Termination, Expiry and Cancellation") will apply.

21.0 Fees and Charges

A full list of fees and charges is available at smartaccount.ie or at Post Offices.

22.0 MoneyBack Programme

This programme applies to the An Post Smart Account, retailer programme.

- a) Transactions made using the An Post Smart Account Card will attract MoneyBack for purchases at the Participating Retailers.
- b) To see the Participating Retailers please visit smartaccount.ie/moneyback.
- c) Where the MoneyBack Programme at a Participating Retailer is subject to any specific terms and conditions, these will be clearly indicated on our Website.
- d) The MoneyBack Programme only applies to purchases made from the Participating Retailers at stores located within the Republic of Ireland and online using their Irish websites, subject to specific Participating Retailer policy detailed below. Where our Website allows you to link to Participating Retailers, your access to such websites is at your own risk and will be subject to the terms, conditions and policies applicable to such websites, or for any content, products or other materials on or available from such websites.
- e) If you do not have access to the Internet, credit for the MoneyBack Programme can be viewed on your quarterly statement.
- f) Your MoneyBack payment will be shown when you log on to our Website. MoneyBack will be updated on a monthly basis at the end of the month following the purchase(s). If you believe there are inaccuracies in the data you must notify us immediately by calling Customer Services on 00 353 1 705 8000 and we will investigate.
- g) In the event that the Participating Retailer delays or fails to make payment or ceases to trade then we will use reasonable endeavours to recover your MoneyBack. We reserve the right to delay payment to you until the payment is received.
- h) MoneyBack payments will be allocated to your An Post Smart Account by the end of the following month in which transactions at Participating Retailers took place. You must report to us within 30 days if the MoneyBack has not been allocated and we will confirm if the rebate is due and allocate it to your An Post Smart Account.

- i) If you receive a MoneyBack payment that you are not eligible to receive, you should inform us at the earliest opportunity so that the transaction can be removed. We reserve the right to remove any payments incorrectly credited to your Account.
- j) We reserve the right to remove, add or vary the specific conditions associated with any Participating Retailer, and/or the level of MoneyBack available. Any such changes will take place the day after the date on which they are posted on our Website, unless otherwise indicated. It is your responsibility to regularly check our Website and emails from the An Post Smart Account to ensure you are aware of any changes before making a purchase.
- k) We reserve the right to remove or add a Participating Retailer without notice. Once a Participating Retailer is removed from our MoneyBack Programme the MoneyBack will no longer be payable. Any such changes will take place the day after the date on which they are posted on our Website which is only accessible when you are logged in to your An Post Smart Account online unless otherwise indicated. It is your responsibility to regularly check this page and emails from An Post Smart Account to ensure you are aware of any changes before making a purchase.
- l) Any MoneyBack that is paid for goods that are subsequently returned will be debited from any future MoneyBack earned. If no further MoneyBack is earned we reserve the right to recover the MoneyBack paid from the balance held in your An Post Smart Account.
- m) We reserve the right to cancel or amend any MoneyBack payment that, at our sole discretion, is deemed to have been awarded in error.
- n) If you have an enquiry relating to MoneyBack Programme, please visit smartaccount.ie/moneyback. Alternatively you can contact the An Post Smart Account's Customer Service number on 00 353 1 705 8000.

MoneyBack Customer Services are available Monday to Friday 9.00am to 5.00pm.



Contact Details

Phone: 00 353 1 705 8000

E-Mail: customerservices@smartaccount.ie

By Post:

An Post Smart Account

BillPost

Enterprise House

Cappa Road

Kilrush

Co. Clare

V15 VX23



smartaccount.ie



Selected Post Offices

AnPostTandC04/17

