

UW Cashback Card

Terms and conditions
for customers

Please read this agreement carefully before you order your cashback card. By ordering your cashback card you accept this agreement. If there is anything you do not understand, please contact customer services using the contact details at clause 21 of this agreement.

1 Definitions

Account	Means the electronic account associated with your Card
Account Information Service	Means an online service which provides consolidated information on payment accounts held by you with us or any other payment service providers such as your bank.
Agreement	Means these Cardholder's terms and conditions as varied from time to time.
Authorised Account Information Service Provider	Means a third-party payment service provider that is authorised by its Regulator to provide Account Information Services and has your explicit consent to do this.
ATM	Means an automated teller machine or cash dispenser bearing the Mastercard® logo.
Available Balance	Means the value of funds loaded onto your Card and available for use.
Card / Cashback Card	Means the physical Prepaid Cards or associated set of card details we provide to you in relation to the Account.
Cardholder	Means the UW customer entering into this Agreement with us.
Card Currency	Means British pound sterling (GBP)
Cashback	Means the sum of savings you are entitled to receive via Cashback (Partner), Cashback (Non-Partner), or Cashback (Non-Sterling)
Cashback (Partner)	Means the value of the savings you are entitled to receive in respect of Transactions with Participating Retailers using your Card.
Cashback (Non-Partner)	Means the value of the savings you are entitled to receive in respect of Transactions with non-Participating Retailers using your Card.
Cashback (Non-Sterling)	Means the value of the savings you are entitled to receive in respect of Transactions where a Foreign Exchange Fee applies, using your Card.
Card Details	Means a combination of any or all of the information relating to your Card and is provided for making purchases such as, Card Number, security code, PIN and expiry date.
Card Number	Means the 16 digit card number as shown on your card (whether in your Account or physically printed on your card).

Contactless	means a payment feature that enables you to make a payment by tapping your Card on a point of sale terminal.
Customer Services	means the contact centre for dealing with queries and requests for services in relation to your Utility Warehouse Cashback Card. Contact details for Customer Services can be found in clause 22.
EEA	means the European Economic Area which currently includes all the countries of the European Union together with Iceland, Norway and Liechtenstein.
e-money	means the electronic money associated with your Card.
Foreign Exchange Fee	means the foreign exchange fee set out in the table at clause 13.1 which is a charge for currency conversion.
Full Deductible Amount	means the full Transaction amount, including the Transaction itself along with any associated fees, charges and taxes.
Issuer	PSI-Pay Ltd, a company registered in England with registered number 05899168 and whose address is Afon Building, Worthing Road, Horsham, West Sussex, RH12 1TL. PSI-Pay Ltd is authorised and regulated by the Financial Conduct Authority (FCA) under the Electronic Money Regulations 2011 (FCA register number 900011) for the issuing of electronic money. Your Cashback Card is issued by PSI-Pay Ltd pursuant to a license by Mastercard® International Incorporated.
Merchant	means a retailer, or any other person, firm or corporation that accepts the Cards.
Mobile App / App	means the Utility Warehouse mobile app which is downloadable from the App store for iOS devices, or the Google Play store for Android devices.
My Account / Your Account	Means the area on the Website or App that allows you to view your Available Balance and Transaction history. My Account provides up to date information about your Account and you will need an internet connection in order to access it. A service provided to you by UW.
Participating Retailer	means a shop listed on the Website who has agreed to facilitate “Cashback” to customers using the Card.
PIN	means your four digit personal identification number for use with the Card
Prepaid Card / Card	means a physical card or associated set of card details that enables You to spend Your e-money funds that are associated with your Account.
Programme	means the UW Cashback Card programme provided by UW under which your Card has been issued to you by us.
Regulator	means the competent authority that is responsible for authorising and regulating account information service providers, such as the Financial Conduct Authority in the UK.
Scheme	means the Mastercard payment network under which your card is issued. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.
Transaction	means any purchase, refund, cash withdrawal or any credit or debit payment which alters the balance of Your Card Account.

UW	means Utility Warehouse Limited, a company registered in England with number 4594421 whose address is Network HQ, 508 Edgware Road, The Hyde, London NW9 5AB.
Utility Warehouse Account	means the UW customer account that you have for the supply of utility services.
we, us or our	means UW and/or the Issuer as appropriate
Website	means the website at https://uw.co.uk which allows you to access your personal Card information, manage your Account, contains a list of Participating Retailers and any additional terms and conditions applicable to specific Participating Retailers. You will need an internet connection in order to access it.
Working Day	means Monday to Friday but does not include bank or public holidays in England.
you, your	means the named Cardholder as entered on the application form for each Card.

2 Scope of this agreement

- 2.1 Your Card is an e-money account with associated physical Prepaid Card(s) and card details. This is not a credit, charge or debit card.
- 2.2 Your Card has been issued by us. Your rights and obligations relating to the use of this Card are set out in this Agreement between you and us. If you experience any difficulties in using the Card, you should contact Customer Services.
- 2.3 The e-money associated with this Card will be issued in Great Britain Pounds and is issued to you by us and distributed by UW. The Card remains our property.
- 2.4 This Agreement is written and available only in English and we undertake to communicate with you in English regarding any aspect of your Card or Account.
- 2.5 You agree that we may communicate with you by e-mail for issuing any notices or information about your Account or Card. Therefore you must provide a valid e-mail address on application and you are responsible for keeping it up to date. If your contact information changes you must promptly update it yourself in your Account or notify Customer Services.
- 2.6 If you wish to make use of an Authorised Account Information Service Provider to provide you with Account Information Services in relation to your Account, you may do so provided that you have signed up to use your online Account and your Account is active. We advise that before using an Authorised Account Information Service Provider, you ensure that the Authorised Account Information Service Provider is authorised by a Regulator to provide Account Information Services. In the UK, the Financial Conduct Authority's register (available at <https://register.fca.org.uk/>) will tell you whether a company is authorised. You must provide your explicit consent to the Authorised Account Information Service Provider in order for them to provide you with Account Information Services. You should always consider the implications of sharing your My Account credentials and your personal information.
- 2.7 Please note we are obliged to provide access to your Account if it is requested by an Authorised Account Information Service Provider and can only refuse access in circumstances relating to the unauthorised or fraudulent access to the Account by that Authorised Account Information Service Provider.

- 2.8 If we refuse to allow an Authorised Account Information Service Provider to access your Account, we will notify you of the refusal and the reasons for it, unless providing this information would compromise our reasonable security measures or would otherwise be unlawful.
- 2.9 If you do not wish to use Account Information Services in relation to your Account you should not provide your explicit consent to the Authorised Account Information Service Provider that offers those services. An Authorised Account Information Service Provider should allow you to withdraw your consent at any time. If you wish to withdraw your consent but have not been able to do so directly with the Authorised Account Information Service Provider then you should contact us using the contact details in clause 22.

3 Purchase, receipt and activation of cards

- 3.1 As the primary Cardholder you are responsible for any additional Card(s) issued to your Account under this Agreement including but not limited to any fees or charges that the Card may incur. You must make any additional Cardholder(s) aware of the terms of this Agreement. Any term of this Agreement that applies to you shall also apply to the holder(s) of additional Card(s), save that any communications we make or action that we take under this Agreement shall be directed to you, the primary Cardholder only.
- 3.2 The Card application fee is set out in clause 13 of this Agreement.
- 3.3 We will limit the number of additional cards that each member can order, subject to our business rules.
- 3.4 Where ordering a physical Prepaid Card, it will be posted to the address provided by you.
- 3.5 Your physical Prepaid Card can be activated via your Account.
- 3.6 You will choose or be given a 4-digit PIN when you order your physical Prepaid Card. You should never write down your PIN or reveal your PIN to anybody or enter your PIN in a way that enables it to be easily seen by others. We will not reveal your PIN to a third party. If you forget your PIN, you can view your PIN via the App.
- 3.8 You can change your PIN at any UK bank ATM that has a PIN change facility. When you select or change your PIN, you must not select a PIN that can be easily guessed, such as, a number that:
- 3.7.1 Is easily associated with you, such as your telephone number or birth date;
 - 3.7.2 Is part of data imprinted on the Card;
 - 3.7.3 Consists of a sequence of running digits; or
 - 3.7.4 Is identical to the previously selected PIN.
- 3.8 Upon reasonable and written request by UW we reserve the right to terminate this Agreement immediately if you do not activate your Card within 60 days of our issuing the Card.
- 3.9 You and any additional cardholders must be at least 18 years old when applying for a Card.

4 Using your card

- 4.1 Your Card can be used at any Merchant that displays the Mastercard logo, excluding limited acceptance Merchants in EU/EEA that do not accept prepaid cards (fees apply, see clause 13).
- 4.2 You can use your Card to make purchases in-store, via the internet or over the phone. The Card cannot be used to obtain Cashback in relation to foreign currency, travellers' cheques, to settle outstanding balances on credit cards, bank overdrafts, loans or credit agreements or for gambling and betting Transactions.
- 4.3 When your Card is used to make a Transaction with a Merchant we will regard it as authorised by you when you enter your PIN or other security code, or in the case of Contactless purchase Transactions, when your Card is tapped at the point of sale terminal in the Merchant's store. If the Merchant does not accept chip and PIN, or Contactless authorisations, the Merchant may allow you to authorise the Transaction by signature of the receipt. On authorisation of the Transaction we will receive notification to proceed with it and we will not be able to stop it. You will be responsible for all Transactions that you and the additional Cardholders authorise, regardless of the manner of such authorisation. We may refuse to execute a Transaction if the Transaction is unlawful or fraudulent and/or you do not have sufficient Available Balance. If we refuse to execute a Transaction, you can check the Account to ensure there was enough Available Balance to cover the Transaction. You can also check your Account to see the reason why we have not executed the Transaction, or can ask us by contacting Customer Services. Unless the law prevents us, we will explain why and we will also tell you what you can do to correct any errors in the Transaction. You will be responsible for all Transactions where you or any additional Cardholders authorise such Transaction, regardless of the manner of such authorisation.
- 4.4 Your Card is a prepaid Card, which means that the Available Balance will be reduced by the full amount of each Transaction and authorisation, plus any taxes and charges that are applicable.
- 4.5 You must not use your Card if the Full Deductible Amount exceeds the Available Balance. If, for any reason, a Transaction is processed for an amount greater than the Available Balance on your Card, UW reserves the right to collect a sufficient amount to bring your balance back up to £0, from any payment card stored on your UW Account and any future monthly bill (including where the monthly bill is settled by Direct Debit). Should you not repay this amount within 14 days of receiving the invoice, UW reserves the right to take all steps necessary, including legal action, to recover any monies outstanding.
- 4.6 Due to security safeguards, Merchants that accept your Card are required to seek authorisation from us for all Transactions you make. There are some circumstances where Merchants may require you to have an Available Balance greater than the value of the Transaction you wish to make. You will only be charged for the actual and final value of the Transaction you make. Merchants request this as they may need to access more funds than you initially planned to spend. For example:
- 4.6.1 Hotels, rental cars, petrol stations and restaurants – as Merchants may not be able to accurately predict how much your final bill will be, they may request an authorisation of funds greater than the value of the transaction you wish to make.

- 4.6.2 Internet Merchants - certain internet Merchant sites will, on registration or at checkout stage, send a request for payment authorisation to verify if funds are available; this will temporarily impact your Available Balance. Also please bear in mind that many sites will not deduct payment until goods are dispatched so please be aware of this when checking your balance and ensure that you always have sufficient funds to cover your purchases.
- 4.6.3 Your Card may be declined in situations where the Merchant is not able to obtain online authorisation that you have sufficient balance for the Transaction. This commonly includes Transactions on trains, ships, in flight purchases and remote terminals designed for rapid low value Transactions (e.g. motorway tolls).
- 4.7 If a Merchant agrees to give you a refund for a purchase made using your Card, we will transfer the refund into your Account when we receive details of it from the Merchant.
- 4.8 Your Card should not be used as a form of identification. We will decline any authorisation requests from Merchants using your Card for identification purposes.
- 4.9 You may use your Card to obtain cash worldwide from an ATM. There is a daily cash withdrawal limit of £250 (or equivalent in a foreign currency) per Account, however the cash machine provider may have a reduced limit and may charge additional fees. Transaction fees apply (see clause 13). Until we have verified your identity in accordance with applicable regulations, ATM withdrawals will be restricted to £20 per day.
- 4.10 Your Card must not be used for any illegal purpose or in any manner prohibited by law.
- 4.11 The Available Balance on your Account will not earn any interest.
- 4.12 We may request you to surrender the Card at any time for any good reason in accordance with the provisions in clause 17 of this Agreement. Where we do so, and provided that you are eligible and we are permitted by law, then we will give you back your Available Balance in accordance with clause 9 of this Agreement (and will not levy any redemption fee charge).
- 4.13 To help protect you from fraud when using contactless payments, and in accordance with regulations, we will prompt you to enter your PIN from time to time.
- 4.14 You can check your Available Balance and Transaction history at any time by logging into your Account. In accordance with applicable laws and regulations, access to your Available Balance and Transaction history may require completion of additional security steps, implemented to keep your Account safe.
- 4.15 Your monthly Account statements are available in your Account.
- 4.16 In order to adhere to applicable laws and regulations, we may be required to take steps to restrict your account, this can include limiting the amount you can spend or top up, and in some cases disabling all activity on your account. Where possible, we will advise you of this in advance and provide instructions to ensure uninterrupted usage.
- 4.17 As an added security feature, your card does not have a magnetic stripe. This helps prevent fraud. Please note the following important limitations:
- 4.17.1 While many ATM terminals support chip-based transactions, the card will not be accepted at magnetic stripe only ATM terminals.
- 4.17.2 Acceptance rates at POS terminals will be lower in some regions, therefore we would advise customers to ensure they have a secondary payment method available when travelling outside of the UK.

5 Topping up your card

- 5.1 All top ups are subject to the following:
 - 5.1.1 The minimum value of a top up on each Card, is £20.
 - 5.1.2 The Available Balance on a main Card Account cannot exceed £20,000; we reserve the right to apply reduced limits at our discretion. We also reserve the right to increase this limit. Until we have verified your identity in accordance with applicable laws and regulations, a reduced balance limit of £800 will be applied.
 - 5.1.3 Fees apply to top ups. For further details please refer to clause 13.
- 5.2 The registered address of the card used to top up your Card should match the registered address for your Cashback Card. Where this is not the case you may be unable to top up your Card with a debit card that does not meet this criterion.
- 5.3 Any card used to top up your Cashback Card may be stored on your Utility Warehouse Account and used in accordance with UW's terms and conditions and privacy notice.
- 5.4 We reserve the right to suspend or permanently remove your ability to top up your Card at any time without notice.

6 Receiving your cashback

- 6.1 A full list of Participating Retailers is available online on the Website. Where the discount at a Participating Retailer is subject to any specific terms or conditions, these are clearly indicated on the Website.
- 6.2 UW reserves the right to remove from, add to, or vary the list of Participating Retailers, the specific conditions associated with any Participating Retailer, and/or the savings that are offered with immediate effect and without prior notice. Any such changes will be posted on the Website as soon as is practicable and it is your responsibility to regularly check the Website for up-to-date details. In the event that a Participating Retailer experiences an insolvency event (including, without limitation, the appointment of an administrator, receiver, or administrative receiver) it will be deemed to be removed from the Website immediately. In such a scenario, if you have earned Cashback in respect of a Transaction with that Participating Retailer and that Participating Retailer has not yet passed on the Cashback to UW, you will be treated as an unsecured creditor by the administrator/receiver and the quantity and timing of any Cashback that you receive will be subject to the outcome of the administrative/receivership process. Neither We nor UW accepts any liability for paying Cashback in such circumstances.
- 6.3 The Cashback associated with the use of any Cards on your UW Accounts will be calculated at the end of each calendar month and will be returned to you as a credit on your next UW monthly bill. We reserve the right to introduce alternative options for how you receive this Cashback in the future, on an opt-in basis.
- 6.4 Cashback will only be paid where the Card has been used in accordance with the rules of the Programme including full compliance with any specific conditions (as set out on the Website) applicable to individual Participating Retailers.

- 6.5 If you have received Cashback in respect of purchases you have made with a Participating Retailer, and you subsequently claim a refund from the retailer for part (or all) of the value of those purchases, then UW will place a charge on your next monthly bill equal to the amount of the Cashback you had previously been credited in respect of the items refunded. Should you not repay this amount within 14 days of the invoice falling due, UW reserves the right to take all steps necessary, including legal action, to recover any monies outstanding.
- 6.6 If the value of your Cashback exceeds the total cost of non-energy services provided to you by UW in any month, the credit balance on your monthly bill will automatically be paid to your registered bank account. If UW do not have details of a valid bank account for you, then the net balance will remain as a credit on your UW account and you can deduct it from any future payment supplied to you by UW.
- 6.7 UW is responsible for the operation of the Cashback Programme. You acknowledge and agree that we shall have no liability to you for any delay in earning, or any failure to earn Cashback or any other loss that you might suffer under the Cashback Programme or the Programme Rules, including, but not limited to, delays in issuing your Card or as a result of restrictions applied to your account (for example under clause 4.17). You further acknowledge that retailers may not accurately track certain spend (for example, in loyalty and third party apps) and you may not receive Cashback on such spend.
- 6.8 You will also earn Cashback (Non-Partner), paid at 1% CashBack on spend with non- participating retailers, for your first £1000 of non-partner spend every month. The 1% Cashback (Non-Partner) only applies to whole pounds spent e.g. an eligible transaction for £240.15 yields £2.40 in Cashback and an eligible transaction for £499.99 yields £4.99 in Cashback.
- 6.9 Cashback (Non-Partner) is subject to fair-usage and UW will exclude at its sole discretion any transactions:
- i. that are deemed to be cash or like cash, e.g. Foreign exchange, eWallets, trading, cash withdrawals etc,
 - ii. that are non-retail financial transactions, e.g. mortgage payments, rent payments, loan payments, (general or life) insurance payments, pension or investment payments and contributions, hire-purchase, PCP and lease finance etc,
 - iii. that are with any other utility, telecoms, insurance company or a competitor of UW, or
 - v. which are otherwise deemed inappropriate for the purposes of this benefit.
- 6.10 To earn Cashback (Non-Partner), you must be a UW member with no outstanding amounts due and a minimum of at least 2 of the following service types live at point of billing: Home Phone, Mobile, Broadband, Gas, Electricity, Home Insurance, and Boiler & Home Cover. Please note that UW will contact you regarding any outstanding payment(s) before the next billing date.
- 6.11 Subject to clause 6.9, you will also earn Cashback (Non-Sterling), paid at 3% Cashback on all Transactions where a Foreign Exchange Fee applies. The amount that you can earn from Cashback (Non-Sterling) is unlimited. This excludes ATM withdrawals, where no Cashback will be earned.
- 6.12 Where a transaction includes any amount of 'cash back' (also known as 'cash out'), received in physical currency alongside a purchase, cashback will only be paid on the non-cash portion of the transaction and not the cash withdrawn.

7 Checking balance

7.1 You can check your Transaction history and Available Balance by visiting your Account.

8 Card expiry

- 8.1 The expiry date of your Card is indicated either within the App, or printed on your Card.
- 8.2 No Transactions will be authorised once your Card has expired. We reserve the right not to issue you with a replacement physical Prepaid Card if your expired Card has not been used in the eight weeks prior to the expiry date or if there is any money overdue on your UW account, or if you are no longer a customer of UW, or no longer have live services other than your Cashback Card.
- 8.3 If you have not verified your identity within 18 months of us issuing your Card, then we will not permit any further funds to be added to your Account until your identity is verified.

9 Redeeming e-money

- 9.1 If you would like to terminate your Card and redeem any unused funds before the expiry of the Card, you can do so via your Account. We reserve the right to charge a Redemption Fee (see 13.1) or the total Available Balance if equal to or lower than the Redemption Fee (see 13.1) to cover redemption costs if you redeem all of your balance at the following times:
- 9.1.1 Subject to clause 9.1.2, before the expiry date of your Card or replacement Card;
 - 9.1.2 before we (including upon reasonable request by UW, except where not permitted by law or regulation) terminate this Agreement; or
 - 9.1.3 more than 12 months after:
 - i. your Card or replacement Card expires; or
 - ii. this Agreement is terminated,
 - iii. You will be reminded of this fee before redemption.
- 9.2 You may redeem funds as long as;
- 9.2.1 we believe you have not acted fraudulently; and
 - 9.2.2 we are not prohibited from doing so by any applicable law, regulation, court order or instruction or guidance of a competent regulatory authority or agency.
- 9.3 All redemptions will be paid to you where possible via a refund to the original card(s) used to top up, otherwise, as a credit to your monthly bill.
- 9.4 If we find that any additional withdrawals, fees or charges have been incurred on your Card following the processing of your redemption funds, then we shall send an itemised invoice to you and will require you to refund them within 14 days of receiving the invoice. Should you not repay this amount within 14 days of receiving an invoice from us then we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

- 9.5 If your Account has had 60 continuous days without any transactions, then we reserve the right to proactively redeem your funds, inline with clause 9.3.
- 9.6 If your Account has had 60 continuous days without any transactions, we reserve the right to terminate your Account on a minimum of 7 days notice.

10 Cardholder liability and authorisations

- 10.1 We may restrict or refuse to authorise any use of your Card including Transactions in any legal jurisdiction if using the Card is causing or could cause a condition in this Agreement to be breached or if we have reasonable grounds for suspecting that either you or a third party has committed or is about to commit a crime or other abuse in connection with the Card.
- 10.2 Where appropriate, any refusal to authorise a Transaction will be relayed to you via the Merchant concerned.
- 10.3 You should never:
 - 10.1.1 allow a third party other than an additional named Cardholder and/or an Authorised Account Information Service Provider to access your Account;
 - 10.1.2 allow another person to use your Card; or
 - 10.1.3 write down your password(s), PIN or any security information unless you do this in a way that would make it impossible for anyone else to recognise any of that information, or
 - 10.1.4 disclose your PIN or any security information related to your Card an or Account or otherwise make them available to any other person or third party, whether verbally or by entering it in a way that allows it to be observed by others unless the third party is an Authorised Account Information Service Provider and you wish to use the Account Information Services provided by them, or
 - 10.1.5 enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached or is operating in a suspicious manner.
- 10.4 Subject to clause 4.3 if a Transaction is made that requires use of your PIN, you will be deemed to have authorised that Transaction, and you will be liable for any Transaction made with your PIN.
- 10.5 You will be responsible for all Transactions which you or any additional cardholder authorise, whatever the manner of authorisation.
- 10.6 You will be responsible for all Transactions that take place as a result of you acting fraudulently or failing to comply with this Agreement. Any such Transactions together with any fees and charges relating to it will be deducted from the Available Balance on your Card.
- 10.7 It is your responsibility to keep us updated of changes to your personal details, including your email address and mobile number. Failure to do so may result in us being unable to contact you regarding your Account, or to let you know about any changes to this Agreement.
- 10.8 You will be responsible for all losses, damages and costs incurred (including but not limited to legal professional costs) that we and/or UW suffer as a result of or in connection with your fraudulence or negligence and/or in us taking action against you to enforce this Agreement. In the event a debit card issuer requests payment from UW in respect of any disputed top ups made to your Card, UW reserves the

right to request the use of your Card is suspended, and to refuse to process any further top ups, until the disputed amount has been investigated. If after such investigation, it is found that the disputed top up was authorised by you, the use of your Card will remain suspended until full payment of the disputed amount is made by you to UW. If after such investigation it is found the disputed top up was made with a debit card that does not belong to you, UW reserves the right to suspend your Cashback Card indefinitely. Any payment made to a debit card issuer by UW in these circumstances shall constitute a debt due and payable by you to UW who shall be entitled to suspend any non-energy services they are supplying without further notice and/or take such other steps as they consider necessary to recover the payment including taking legal action.

- 10.9 In the event that You wish to dispute a Transaction with a retailer, we will provide timely assistance in raising a dispute according to Mastercard rules and regulatory requirements. For the avoidance of doubt, your Card is not a credit card and Section 75 of the Consumer Credit Act does not apply.

11 Lost, damaged or stolen cards

- 11.2 You should treat the e-money on your Card like cash in a wallet. If you lose your Card or it is stolen you may lose any e-money on it in just the same way as if you lost your wallet.
- 11.2 As soon as you become aware of the loss, theft, fraud or any other risk of an unauthorised use of your Card, or if your Card is damaged or malfunctions, you must block your card via your Account and advise us as soon as possible. If you are unable to block your Card yourself, you should contact Customer Services immediately so that your Card can be blocked.
- 11.3 Subject to clause 11.4 and 11.5 below you will be liable for a maximum of £35 of any loss that takes place prior to you contacting Customer Services.
- 11.4 Provided that you have notified us in accordance with clause 11.2 above and clause 11.5 does not apply, then you will not be liable for the losses that take place following the date and time on which you gave such notification to Customer Services. If there is an Available Balance remaining on your Card we will issue you a new Card and transfer the last Available Balance onto it (fees apply, see clause 13). Alternatively, your Available Balance can be redeemed to you (fees apply, see clause 13). If we replace the Card, the Card will be delivered to your home address (fees apply, see clause 13).
- 11.5 In the event that we have reason to believe you have acted fraudulently or you have acted negligently or intentionally failed to notify us of the lost or stolen Card or you have failed to keep your Card or security information related to your Account safe or you have breached this Agreement, then you shall be liable for all losses incurred.
- 11.6 The Financial Services Compensation Scheme does not apply to this Account. No other compensation schemes exist to cover losses claimed in connection with the Account.

12 Transactions made in foreign currencies

- 10.1 If you make a Transaction in a currency other than Great Britain Pounds (a 'foreign currency'), the amount deducted from your Account will be converted to Great Britain Pounds. We will use a rate set by Mastercard and changes to the exchange rate shall take effect immediately. The date Mastercard uses to calculate the relevant rate is the date when the Transaction is authorised. Exchange rates can fluctuate and they may change between the time a Transaction is made and the time it is deducted from your Available Balance. For any Transaction made in currency outside of the Card Currency you can find out the Mastercard exchange rate by visiting the Mastercard website. We will charge a Foreign Exchange Fee for all foreign currency Transactions (see clause 13), and fully refund this fee as Cashback as set out in clause 6.11. You can find the rate applied to a Transaction (the Transaction Rate) by using the following link:

<https://www.mastercard.co.uk/en-gb/consumers/get-support/convert-currency.html>

You can compare the EUR rate applied to the Transaction with the rates published by the European Central Bank (the ECB Rate) by using this link:

https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html You can calculate the percentage difference with the following formula:

$(\text{The Transaction Rate} - \text{the ECB Rate}) / \text{ECB Rate} \times 100$.

13 Fees and limits

- 13.1 Your Cards are subject to the following core fees:

Core Fees	Tariff
Application Fee	£5 per Account
Monthly Management Fee	£2 per Account
Cash Machine withdrawal Fee	50p per withdrawal
Foreign Exchange Fee for Merchant Transactions	3% of the Transaction amount (this is fully refunded as Cashback on your bill, see clause 6.11)
Foreign Exchange Fee for ATM Transactions	3% of the Transaction amount
Replacement Card Fee (if lost, stolen or damaged)	£5
Top up fee	Free (up to 5/month), thereafter 35p per top up
Redemption fee (where applicable)	£5 (or the Available Balance if lower than the said Redemption fee)
Administrative fee (for cancelled or expired Cards with an Available Balance)	£5 per month (payable as long as a credit balance remains on the Card or the total Available Balance if lower than the Administrative Fee)

- 13.2 Application, Redemption and Replacement Card Fees will be added to your UW bill.
- 13.3 Monthly management fees are charged on your UW bill and apply from the month that your Card is issued, as agreed by you in your application for your UW Cashback Card.
- 13.4 When upgrading to your first new Card (from the previous programme), you will not be charged the Monthly management fee until you have activated the new Card or until we automatically cancel your old card and transfer your balance across.
- 13.5 Top up fees where applicable will be added to your next monthly bill.
- 13.6 We will deduct any other fees, taxes, or charges due from the Available Balance on your Card or charge these to your monthly bill. If there is no Available Balance on your Card, or fees, taxes or charges exceed the Available Balance, we shall send an invoice to you and will require you to refund us within 14 days of receiving the invoice. Should you not repay this amount within 14 days of the invoice falling due, we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.
- 13.7 All Card fees are inclusive of VAT where applicable. VAT invoices will not be issued.
- 13.8 If there are any funds remaining on Your Card after it has expired, and You have not requested a redemption, or not provided Us with all necessary information to enable Us to make the redemption, we reserve the right to levy an Administration fee that will be deducted from Your Available Balance (see the Fees and Tariff clause 13.1 above).
- 13.9 Your account is subject to the following limits:

Limit	After you have verified your identity	Before you have verified your identity
Maximum balance	£20,000	£800
Maximum top up (daily)	£10,000	£400
Maximum top up (monthly)	£35,000	£800
Maximum top up (annually)	£420,000	£2,000
Minimum top up	£20	£20
Spend (daily)	£20,000	£800
Spend (monthly)	-	£800
Maximum contactless transaction	£45	£45
Consecutive contactless transactions	£130	£130
ATM Withdrawals (daily)	£250	£20
ATM Withdrawals (monthly)	£2,500	£620

14 Unauthorised and incorrect transactions

- 14.1 If you have reason to believe that a Transaction for which your Card was used is unauthorised by you or your additional Cardholder or has been posted to your Account in error, then at your request we will examine your Account and the circumstances of the Transaction. We strongly recommend that you check your Transaction statement on a regular basis and notify us by contacting Customer Services as soon as possible, but in any event, within 13 months of the date of the relevant Transaction. We may require you to liaise with appropriate authorities with respect to the unauthorised Transaction.
- 14.2 We will by the end of the next Working Day refund the unauthorised Transaction including any fees and restore your Account to the position it would have been in if the unauthorised Transaction had not taken place, unless we have reasonable grounds to suspect fraudulent behaviour (as noted in 14.3).
- 14.3 We are not obliged to refund the unauthorised sums to you if we have reasonable grounds to suspect you have acted fraudulently and we may notify the police or any other authority permitted by law. If we don't provide a refund by the end of the next Working Day but subsequently confirm that the Transaction was unauthorised, we will refund the sums to you as soon as we can.
- 14.4 We will have no further liability to you once we have refunded the unauthorised sums to you. If we subsequently discover that you were not entitled to a refund, we shall treat the refund as a mistake and be entitled to reapply the Transaction, including any fees, to your Account.
- 14.5 You will be liable for all Transactions made from your Account if you or any additional cardholder have acted fraudulently or deliberately or negligently failed to keep your Card and Card security information safe in accordance with this Agreement, or where you have failed to notify us without undue delay on becoming aware that your Card, or security information related to your Card has been lost or stolen.
- 14.6 You will not be liable for unauthorised Transactions from your Account after you have told us that your Card or Card security Information has been lost, stolen or compromised.
- 14.7 Where you have agreed that another person in the European Economic Area can take a payment from your Account (e.g If you have given your Card details to a retailer for the purpose of making a payment for renting a car or booking a hotel room), you can ask us to refund a payment, which we will refund to you if all the following conditions are satisfied that:
- 14.7.1 The authorisation given by you did not specify the exact amount to be paid;
- 14.7.2 The amount that has been charged to your Account was more than you could reasonably have expected to pay based on the circumstances including previous spending patterns; and
- 14.7.3 You made the request for refund within eight weeks of the date when the payment was taken from your Account.
- 14.8 We may ask you to provide information as is reasonably necessary to verify that conditions in clause 14.7 are satisfied.

- 14.9 If you ask us to make a refund under clause 14.7 then, within 10 Working Days of the date we receive your request (or if we ask for more information from you under clause 14.8, within 10 Working Days of the date we receive that information) we will either:
 - 14.9.1 Refund the payment in full; or
 - 14.9.2 Inform you the reasons as to why we cannot agree to the refund.
- 14.10 You will not be entitled a refund under clause 14.7 if:
 - 14.10.1 You have given us your consent for the payment to be made; and
 - 14.10.2 Where applicable we (or the person or a Merchant you agreed to pay) have given you information on the payment in question at least four weeks before the due date of the payment; or
 - 14.10.3 If the payment in question was higher than you reasonably expected to pay is due to a change in any currency exchange rate.
- 14.11 If funds have been paid into your Account by mistake, we can take the funds back out of your Account and/or put a hold on the money so you cannot spend it.
 - 14.11.1 We will not have to inform you before we take the money back or put the money on hold;
 - 14.11.2 If the funds have been credited into your Account by mistake, we are required to provide sufficient details about you and the incorrect payment to the bank or institution that sent the payment to enable them to recover the funds.
- 14.12 If you have reason to believe that the Cashback statement shown on your UW monthly bill is incorrect, and would like us to investigate the discrepancy, then you must contact UW within 28 days of the bill date.
- 14.13 We reserve the right not to repay or refund any sums to which you may be entitled, or credit Cashback to you, if we have reasonable cause to believe that you have not acted in accordance with this Agreement and/or you have failed to report any fraudulent activities to the relevant authorities.

15 Variation

- 15.1 We may change this Agreement, including charges, fees and limits, at any time by providing you with at least 2 months prior notice by email or any other method of communication (provided that you have supplied us with an up to date email address) and will ensure the most recent version is always available on the Website.
- 15.2 You may terminate your Card at any time within the 2 month notice period if you do not agree with the changes to the Agreement, and subject to clause 9.2 to 9.4, you can redeem any unused Available Balance at that time without a charge. However, in the event that you do not cancel during this period then you will be deemed to have accepted the changes and they will apply to you.
- 15.3 There are some situations where we can make changes to this Agreement without notifying you in advance when any of the following happen:
 - 15.3.1 We make a change because a change in law or regulation says that we have to by a particular date, and there isn't time to give you notice.
 - 15.3.2 We make a change that is entirely to your benefit.

- 15.4 If any part of this Agreement is inconsistent with any regulatory requirements, the regulation will supersede. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as possible. We will update our terms and conditions to reflect the new regulatory requirements.

16 Cancellation

- 16.1 You may cancel your Card up to 30 calendar days after the date of sign up (“cancellation period”), by contacting UW Customer Services. This does not apply to replacement Cards where the cancellation period for the original Card has expired. Upon cancellation, we will refund to you, within 30 days, the application fee and any Available Balance on your Card.
- 16.2 You may terminate your Card any time after the cancellation period by exercising your rights under clause 9. You will not be charged for cancelling your Card however, a redemption fee will apply if you choose to redeem the Available Balance on your Account (see clause 13).
- 16.3 If you terminate your Card and redeem all the Available Balance, this Agreement will terminate.

16.4 Termination or suspension

- 16.5 If you cancel your Account:
- 16.5.1 We will instruct our processor to decline to authorise any future transactions;
 - 16.5.2 We will disable the ability for you to top up the balance;
 - 16.5.3 We will attempt to return any Available Balance to you;
 - 16.5.4 In the event we are unable to return your Available Balance to you, we reserve the right to charge you an administrative fee as set out in clause 13 which will be deducted from the Available Balance each month until there is no longer a balance on the Card.
- 16.6 If you cancel one of your Cards, but still have a live Card remaining:
- 16.6.1 We will instruct our processor to decline to authorise any future transactions in relation to the specific Card that was cancelled.
- 16.7 Upon reasonable request by UW we can terminate this Agreement at any time provided that:
- 16.7.1 We give you 2 months prior notice by email or any other method of communication (provided we hold an email address for you) and refund the Available Balance to you without charge; or
 - 16.7.2 With immediate effect if you have breached this Agreement, or if we have reason to believe that you have used, or intend to use the Card in a negligent manner or for fraudulent or other unlawful purposes or if we can no longer process your Transactions due to the actions of third parties.

- 16.8 We can suspend, block or cancel your Card and/or Account at any time with immediate effect (and until your default or breach of this Agreement has been remedied or this Agreement is terminated) if:
- 16.7.1 We discover that any of the information that you provided to us when you applied for your Card was incorrect.
 - 16.7.1 We reasonably believe that you have used or are intending to use the Card in breach of clause 4.11.
 - 16.7.1 You have breached this Agreement or if we have reason to believe that you have used, or intend to use the Card or your Account in a negligent manner or for fraudulent or other unlawful purposes or if we cannot process your Transaction due to the actions of third parties.
 - 16.7.1 We reasonably consider it necessary to protect the security of your Card or because we suspect the Card is being used for illegal purposes. We will tell you in advance where we are able to, otherwise we will let you know immediately afterwards, unless we are prohibited to do so by law.
- 16.9 We reserve the right to cancel your Card and/or Account where you are no longer a UW customer, or no longer have any other live paid-for UW services.
- 16.10 We may suspend your right to use your Card or refuse a Transaction where we are required to do so by law or to comply with any regulatory requirement.
- 16.11 In the event that we do suspend or cancel your Card then if we are able to do so, we will tell you in advance otherwise we will let you know immediately afterwards. We may advise anyone involved in the Transaction if a suspension has taken place.
- 16.12 You can terminate this Agreement at any time by contacting Customer Services. You will be charged the £2 monthly fee in the month of cancellation if you cancel after the day on which UW produces your bill for that month.
- 16.13 In the event that any additional fees and/or charges are found to have been incurred on your Card following termination by either you or us, you shall refund UW any sums which relate to a withdrawal on the Card or fees and/or charges validly applied whether before or after termination. UW shall send an invoice to you and will require you to repay them within 14 days. Should you not repay this amount within 14 days of receiving an invoice from UW, they reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

17 Our liability

- 17.1 Our liability in connection with this Agreement for whatever reason (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall be subject to the following exclusions and limitations:
- 17.1.1 We shall not be liable for us breaking a term of this Agreement or any default whether resulting directly or indirectly from any cause beyond our control, including but not limited to lack of funds, and/or failure of network services and data processing systems;
 - 17.1.2 We shall not be liable for any loss of profits, loss of business, or any losses or damages that are not a direct consequence of the event which led to your claim;
 - 17.1.3 Where the Card is faulty due to our default, our liability shall be limited to replacement of the Card;

- 17.1.4 Where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount; and
- 17.1.5 In the unlikely event that sums are deducted from your Available Balance but you did not authorise such deduction in accordance with this Agreement then our liability shall be set out in clause 14.
- 17.1.6 We shall not be liable for any Cashback you do not receive as a result of any Participating Retailer deciding to cancel their participation or changing the terms and conditions or level of benefits available nor have any liability to you under the Programme whatsoever.
- 17.1.7 We shall not be liable for any Cashback you do not receive as a result of your being unable to use your Card for any reason at any Participating Retailer.
- 17.1.8 In all other circumstances where we are in default, our liability will be limited to redemption of the Available Balance remaining on your Card.
- 17.2 Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence, misrepresentation or fraud.
- 17.3 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.
- 17.4 The above exclusions and limitations set out in this clause 18 shall apply to any liability of our affiliates, UW, Mastercard or other suppliers, contractors, agents or distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement.
- 17.5 In the event of fraud or a security threat posed to your Card or Account, we may use SMS, telephone, post, email to contact you. We may ask you to verify your identity for security purposes.

18 Your information

- 18.1 You may provide us with personal data from time to time in connection with your Card. Some personal data will be necessary for us to provide you with the Card and services under this Agreement, for example, your name, address, date of birth, email address and mobile number. You must notify us immediately of any change of personal details.
- 18.2 We, UW and our affiliates, are committed to maintaining your personal data in accordance with the requirements of the laws relating to the collection, processing and use of your personal data and will take all reasonable steps to ensure that your personal data is kept secure against unauthorised access, loss, disclosure or destruction. To comply with Anti-Money Laundering Regulations, we may request evidence of identity from you at any time and may use an ID verification agency (whose names and addresses will be provided to you on request) both prior to and following issue of your Card for this purpose and who will add details to your records of our request for a search.
- 18.3 You acknowledge that we and UW can use your personal data in connection with the Card, and the e-money associated with the Card, to contact you about replacement Cards, and to enable us to review, develop, provide and improve our products and services. This may involve providing your personal data to our partners, affiliates, agents, distributors, suppliers and to Mastercard and its affiliates to operate this programme and for their statistical research and analytical purposes. Some of those

parties may be outside of the UK and in such circumstances, we shall ensure that the transfer of personal data shall be carried out in compliance with data protection laws. We may also disclose your personal data as required by law, regulation or any competent authority or agency to investigate possible fraudulent, unlawful or unauthorised activity.

- 18.4 You may contact us at any time to request us to stop such use or further disclosure to other companies for such use, however we shall not be liable for any losses or inconvenience experienced by you resulting from implementing your request, including loss of future Cashback and possible restrictions on how you can top up your Card.
- 18.5 You have a right to inspect the personal data we hold about you. For further information please refer to the UW privacy notice at <https://uw.co.uk/legal/privacy> or contact privacy@uw.co.uk
- 18.6 If we discover that the information we hold about you is incorrect, we may have to suspend or cancel your Card until we can establish the correct information, in order to protect us both.
- 18.7 If we believe that you have been involved in any fraudulent, unlawful or unauthorised activity then we may contact UW and law enforcement bodies to advise them of such activity and disclose your personal data to UW and law enforcement bodies in this context.
- 18.8 If you provide your explicit consent to an Authorised Account Information Service Provider to access your Account in order to provide you with Account Information Services, we will, in accordance with our obligations under law, provide them with the requested Account information. The Account information could include sensitive personal information about who you make payments to. You should note that We have no control over how an Authorised Account Information Service Provider will use your information. Except to the extent provided by law, we or UW will not be liable for any damages or losses that are attributable to or arising from your appointment of the Authorised Account Information Service Provider and/or the Authorised Account Information Service Provider's actions including accessing, obtaining, storing, or using your Account information.
- 18.9 You acknowledge We need to use your information to provide payment services to you. We may use your data or information where we have lawful grounds to do so, for example because we need to retain records for regulatory purposes. UW will use your information in accordance with its privacy notice which can be found at <https://uw.co.uk/legal/privacy>

19 Complaints procedure


- 19.1 Complaints regarding any element of the service provided by us should be advised to us directly by phone to our customer services team or sent in writing to cashbackcard@uw.co.uk or UW, Network HQ, 508 Edgware Road, The Hyde, London, NW9 5AB
- 19.2 All complaints will be subject to our complaints procedure. We will provide you with a copy of our complaints procedure upon request and, if we receive a complaint from you, a copy of our complaints procedure will automatically be sent to you.
- 19.3 If we fail to resolve your complaint to your satisfaction you may refer to an independent ombudsman by sending a request to the Financial Services Ombudsman. More information can be found at <https://www.financial-ombudsman.org.uk>

20 General

- 20.1 Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.
- 20.2 If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.
- 20.3 You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the only party to this Agreement with us. You will remain liable until all Cards issued under this Agreement are cancelled or have expired and all sums due under this Agreement have been paid by you in full. We may transfer or novate our rights, benefits, and obligations at any time without prior written notice to you or consent from you. We may subcontract any of our obligations under this Agreement. Your rights will not be affected as a result of such transfer or subcontracting arrangement.
- 20.4 No third party who is not a party to this Agreement has a right to enforce any of the provisions of this Agreement, save that the UW, Mastercard and their respective affiliates may enforce any provision of this Agreement which confers a benefit or a right upon them and a person specified in clause 18.4 may enforce clause 18.
- If you remain a customer of UW but do not have a valid direct debit with them, they will not be able to automatically pay any net credit balance(s) on your monthly bill(s) arising from Cashback which you have received. Where a credit balance has arisen on a UW Account wholly or mainly as a result of Cashback credited to the account, you will need to set up a valid Direct Debit to receive the Cashback.
- 20.5 You can obtain a copy of this Agreement at any time by visiting the Website.
- 20.6 This Agreement is governed by English law and you agree to the exclusive jurisdiction of the courts of England and Wales.

21 Contacting customer services

- 21.1 If you need assistance, you can contact Customer Services by:
- 21.1.1 Calling **0333 777 0 777** during the opening hours listed on the Website.
- 21.1.2 Sending an email to cashbackcard@uw.co.uk
- 21.1.3 Writing to UW Cashback Card, Network HQ, 508 Edgware Road, The Hyde, London NW9 5AB.

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Utility Warehouse
508 Edgware Road
The Hyde, London
NW9 5AB

Utility Warehouse Limited.
Registered in England.
Company number: 04594421

UWCBCTC0821

The logo for Utility Warehouse, featuring the letters 'UW' in a stylized, rounded, white font, followed by the words 'Utility Warehouse' in a clean, white, sans-serif font.

UW Utility
Warehouse