

Terms and conditions for the Utility Warehouse Prepaid Visa Card

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU TOP UP OR ACTIVATE YOUR CARD. THIS INFORMATION FORMS THE AGREEMENT OF YOUR PREPAID VISA CARD. BY TOPPING UP OR ACTIVATING YOUR CARD YOU ACCEPT THIS AGREEMENT. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND, PLEASE CONTACT CUSTOMER SERVICES USING THE CONTACT DETAILS AT CLAUSE 22 OF THIS AGREEMENT.

IF YOU ARE UNDER 18 YOU NEED TO ASK A PARENT OR LEGAL GUARDIAN TO ACCEPT THESE TERMS AND CONDITIONS. TO DO THIS PLEASE CONTACT CUSTOMER SERVICES.

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 this 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 Visa Mark.
Available Balance	means the value of funds loaded onto your Card and available for use.
Card	means any Utility Warehouse prepaid Visa Card(s) issued to you by us under this Agreement, including any additional Cards.
Cardholder	means the Utility Warehouse customer entering into this Agreement with us.
CashBack	means the sum of savings you are entitled to receive via CashBack (Partner) or CashBack (Non-Partner)
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.
Card Details	a combination of any or all of the information relating to your Card and is provided for making purchases such as, Card Number, CVV2/CVC2 code, Card valid from and expiry date.
Card Number	means the 16 digit card number on the front of your Card.
Company or Utility Warehouse	means Utility Warehouse Ltd, a company registered in England with number 4594421 whose address is Network HQ, 508 Edgware Road, The Hyde, London NW9 5AB.
Contactless	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 Prepaid Visa 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.
Full Deductible Amount	means the full Transaction amount, including the Transaction itself along with any associated fees, charges and taxes.

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 / Clubhouse / The Clubhouse	means the area on the Website 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 Utility Warehouse.
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.
Programme	means the Utility Warehouse Prepaid Visa Card programme provided by the Programme Manager under which your Card has been issued to you by Imagor SA.
Programme Manager	means Sodexo Motivation Solutions UK Ltd, a company registered in England and Wales with number 02680629 whose registered office is at One, Southampton Row, London, WC1B 5HA.
Regulator	means the competent authority in a member state of the European Economic Area responsible for authorising and regulating account information service providers, such as the Financial Conduct Authority in the UK.
Transaction	means a retail sale completed using your Card.
Utility Warehouse Account	means the Utility Warehouse customer account that you have for the supply of utility services.
Visa	Visa Europe whose head office is at 1 Sheldon Square, London W2 6TT, United Kingdom.
Visa Mark	Visa signage indicating acceptance of the Card.
we, us or our	Imagor S.A/N.V., a Belgian limited liability company regulated and authorized by the National Bank of Belgium (Boulevard de Berlaimont 14, 1000 Brussels, Belgium) under registration number 161302 and permitted to issue e-money, having its registered seat at 15 boulevard de la Plaine, 1050 Brussels, Belgium, registered at BCE under no. 0461.328.436, RPM Brussels. The license of Imagor S.A/N.V. may be checked on the following website: www.nbb.be .
Website, Clubhouse	means the website at http://uwdc.co.uk/clubhouse 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 prepaid Card. 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 the Programme Manager. 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 keep it updated. If your contact information changes you must promptly 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 My 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 the additional Card 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. You may only apply for and hold a Card if the main cardholder is, or has applied to become, a member of the Utility Warehouse. In the event that the Utility Warehouse Account application is declined then you will not receive a Card.
- 3.4. We will limit the number of cards that each member can order, subject to our business rules.
- 3.5. Your Card will be posted to the address provided by you.
- 3.6. When you receive your Card, you (and any additional named Cardholder) must sign it immediately. Your card will be activated when you make your first top up, replacement cards can be activated via the Clubhouse or Clubhouse App. Please note that your Card (or any additional Card) cannot be used until they have been activated.
- 3.7. You will be given a 4-digit PIN when you first top up or activate your Card, unless you receive a replacement card, in which case your PIN will remain the same. 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 request an SMS reminder via the Clubhouse or 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:
 - 3.8.1. is easily associated with you, such as your telephone number or birth date;
 - 3.8.2. is part of data imprinted on the Card;
 - 3.8.3. consists of the same digits or a sequence of running digits; or

3.8.4. is identical to the previously selected PIN.

- 3.9.** Upon reasonable and written request by the Company we reserve the right to terminate this Agreement immediately if you do not activate your Card within 60 days of our issuing the Card.

4. USING YOUR CARD

- 4.1.** Your Card can be used at any Merchant that displays the Visa Mark, 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 cash back from Merchants, foreign currency, travellers' cheques, to settle outstanding balances on credit cards, bank overdrafts or credit agreements, to pay for recurring Transactions 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, or can ask us why we have not executed a Transaction 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, Utility Warehouse will attempt to collect a sufficient amount to bring your balance back up to £0, from your next monthly bill, unless prohibited by law. Should you not repay this amount within 14 days of receiving the invoice, Utility Warehouse reserve 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, 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 your Available Balance.
- 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 cannot be used in situations where it is not possible to obtain online authorisation that you have sufficient balance for the Transaction. For example, 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 any machine that displays the Visa mark. 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, no ATM withdrawals will be available.
- 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 (free of redemption fee charge).
- 4.13. For Cardholders under 18 years of age the following applies:
 - 4.13.1. A parent or legal guardian must accept the terms and conditions for the Card by contacting Customer Services. An additional Card may be provided, at our discretion, to any individual who is at least 13 years old.
 - 4.13.2. Cards must not be used for any purpose for which the Cardholder has not attained the minimum age, for example gambling, adult entertainment and purchase of alcohol or any other purpose prohibited by any law.
 - 4.13.3. We will monitor activity on Cards issued to Cardholders under 18 years of age. Any use of the Card which is considered to be unlawful or illegal may result in the Account being suspended in accordance with clause 17.3.
 - 4.13.4. We reserve the right to request for such proof of age at any time. Failure to provide satisfactory proof of age may also result in the Account being suspended and/or the Agreement being rescinded without notice.
- 4.14. You may not use your Card to purchase any of the following for business purposes or for resale: tobacco products; postage stamps; infant formula; gift vouchers or cards; mobile phone top up vouchers or cards; spirits or fuel.
- 4.15. The maximum number of Contactless purchase Transactions that can be made consecutively before you are required to enter your PIN is ten. If we amend this limit we will notify you and post the change on the Website.
- 4.16. You can check your Available Balance and Transaction history at any time by logging into the Clubhouse or App.
- 4.17. You will either receive your monthly Account statements by post with your utility bill, or if you have opted out of receiving a paper utility bill, Utility Warehouse will make your monthly Account statement available in your Clubhouse account. Utility Warehouse will email you each month to notify you that your Clubhouse account has been updated.

5. LOADING 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 £5,000;
 - 5.1.3. Fees apply to all top ups. For further details please refer to clause 13.
- 5.2. Your Account can be topped up in the following ways:
 - 5.2.1. The 'Automatic Top Up' option, where you select a minimum 'Floor Level' and a 'Fixed Top Up Amount' which will automatically be charged to your registered card and added to the Available Balance on your Card each time your balance falls below the 'Floor Level' you have chosen. Please note that:

- (i) Automated top ups will be added to your Account's Available Balance no later than the next Working Day;
 - (ii) The minimum 'Floor Level' you can choose is £20;
- 5.2.2.** The 'Fixed Monthly Top Up' option, where you choose a fixed amount to be charged to your registered debit card and added to the Available Balance on your Card on a regular monthly basis. The top up will be credited to your Available Balance on the same day of each calendar month. In the event that the Available Balance on your Card is such that the 'Fixed Monthly Top Up' would take your Card over its maximum Account balance then your 'Fixed Monthly Top Up' Transaction will top up an amount that results in your Available balance equalling your maximum Account balance.
- 5.2.3.** The 'Instant Top Up' option, using either our Website or Mobile App. This is available to all Cardholders (irrespective of which other top up option you have chosen) to instantly increase your Available Balance by up to £3,000.
- 5.3.** 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.
- 5.4.** 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.** The Programme Manager 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 the Programme Manager, 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 Us nor the Programme Manager nor Utility Warehouse accepts any liability for paying Cashback in such circumstances.
- 6.3.** The Cashback associated with the use of any Cards on your Utility Warehouse Accounts will be calculated at the end of each calendar month and will be returned to you as a credit on your next Utility Warehouse monthly bill.
- 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 Utility Warehouse 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.
- 6.6.** If the value of your Cashback exceeds the total cost of non-energy services provided to you by Utility Warehouse in any month, the credit balance on your monthly bill will automatically be paid to your registered bank account. If Utility Warehouse do not have details of a valid bank account for you, then the net balance will remain as a credit on your Utility Warehouse account with them and you can deduct it from any future payment supplied to you by Utility Warehouse.

- 6.7.** The Programme Manager 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.
- 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 Utility Warehouse 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, (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 or telecoms company or a competitor of Utility Warehouse, or
 - (iv) which are otherwise deemed inappropriate for the purposes of this benefit.
- 6.10.** To earn CashBack (Non-Partner), you must be a Utility Warehouse member with no outstanding account balance and a minimum of at least 2 of the following service types live at point of billing: Home Phone, Broadband, Gas and Electricity. Please note that Utility Warehouse will contact you regarding any outstanding payment(s) before the next billing date.

7. CHECKING BALANCE

- 7.1.** You can check your Transaction history and Available Balance by visiting the Clubhouse or via our App.

8. CARD EXPIRY

- 8.1.** The expiry date of your Card is printed on the front of the Card.
- 8.2.** No Transactions will be processed once your Card has expired.
- 8.3.** Shortly before the expiry of your Card or any additional Card on your Utility Warehouse Account, we will send you a replacement. Any amounts authorised on your Account prior to the expiry date of your Card which are not subsequently charged in full to your Account will be deducted in due course. The issue of a new Card will not affect any Cashback to which you are entitled.
- 8.4.** If no replacement Card is issued on your Account, then this Agreement shall terminate on the date the last Card connected to your Account expires. In such circumstance you must contact Customer Services to request the return of any Available Balance. The funds will be available for you to redeem for a period of 6 years from the expiry date of this Agreement. After such time any unused funds will expire and will no longer be available to you.
- 8.5.** We reserve the right not to issue you with a replacement Card if your expired Card has not been used in the eight weeks prior to the expiry date or if there is any money outstanding on your Utility Warehouse account, or if you are no longer a member of Utility Warehouse, or no longer have live services other than your CashBack Card.

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 the Clubhouse. We reserve the right to charge a fee of £5 or the total Available Balance if equal to or lower than the redemption fee 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 you, we (including upon reasonable request by the Company, 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,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 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.

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:
- 10.3.1.** allow a third party other than an additional named Cardholder and/or an Authorised Account Information Service Provider to access your Account;
 - 10.3.2.** allow another person to use your Card; or
 - 10.3.3.** 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
 - 10.3.4.** disclose your PIN or any security information related to your Card and/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
 - 10.3.5.** 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 with intent or gross negligence. 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 e-mail address, telephone 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 and damages that we and/or the Programme Manager or Company suffer, or you will be liable together with any cost incurred (including but not limited to legal professional costs) as a result of your fraudulence or negligence and/or in us taking action against you to enforce this Agreement. In the event your debit card issuer requests payment from Utility Warehouse in respect of any disputed top ups made to your Card, Utility Warehouse reserve the right to request the use of your Card is suspended, and to refuse to process and 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 Utility Warehouse. Any payment made to your debit card issuer by Utility Warehouse in these circumstances shall constitute a debt due and payable by you to Utility Warehouse 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.

11. LOST, STOLEN OR DAMAGED CARDS

- 11.1. 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 the Clubhouse or App. If unable to do so, you should contact Customer Services immediately so that your Card can be blocked.
- 11.3. Subject to clause 11.4 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 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 with gross negligence or acted intentionally in failing 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 you 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

- 12.1. 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 on the day we receive details of that foreign currency Transaction. We will use a rate set by Visa which will be available on each Working Day and changes to the exchange rate shall take effect immediately. 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 within the EEA or in an EEA currency you can find out the Visa exchange rate by emailing Customer Services. We will charge a foreign Transaction fee for all foreign currency Transactions (see clause 13).

13. FEES

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
UK Cash Machine withdrawal Fee	80p per withdrawal
Foreign Transaction fee for Merchant Transactions	2.5% of the Transaction amount or cash machine withdrawal amount
Overseas Cash Machine withdrawal Fee	£1 per withdrawal
Overseas Declines	20p per decline
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 Utility Warehouse bill.

13.3. Monthly management fees are charged on your Utility Warehouse bill and apply from the beginning of the month after the date on which your Card is initially activated as agreed by you in your application for your Utility Warehouse Cashback Card. Any Card which has not been activated within seven days from the date on which the Card was dispatched, will be deemed to have been activated seven days after the dispatch date for the purpose of charging the monthly management fees.

13.4. When upgrading to your first new Visa Card, you will be charged a reduced £1/month fee on your first bill. You are responsible for activating your new Visa card within 30 days, otherwise you risk being billed for both your old and new card.

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 receiving an invoice, 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 nable Us to make the information to e redemption, an Administration fee will be payable by You and will be deducted from Your Available Balance (see the Fees and Tariff clause 13.1 above).

14. UNAUTHORISED AND INCORRECT TRANSACTIONS

14.1. If you have a reason to believe that a Transactions for which your Card was used is unauthorised by you or 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 the website 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.
- 14.3. We are not obliged to refund the unauthorised sums to you if we have reason to believe 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 straight away.
- 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 with gross negligence 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 within 10 Working Days from receipt of your request if all the following conditions are satisfied that:
 - 14.7.1.1. the authorisation given by you did not specify the exact amount to be paid;
 - 14.7.1.2. 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
 - 14.7.1.3. 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:
 - 14.9.1.1. refund the payment in full; or
 - 14.9.1.2. 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:
 - 14.10.1.1. you have given us your consent for the payment to be made; and
 - 14.10.1.2. 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
 - 14.10.1.3. 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.
 - 14.11.1.1. we will not have to inform you before we take the money back or put the money on hold ;
 - 14.11.1.2. if the fund has 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 Utility Warehouse monthly bill is incorrect, and would like us to investigate the discrepancy, then you must contact Utility Warehouse 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:
- 15.3.1.1. if the change is in your favour, if we reduce your charges, if we make this Agreement fairer to you, or if we introduce a new service or feature from which you can benefit.
- 15.3.1.2. We make a change because of a change in law or regulation says that we have to by a particular date, and there isn't time to give you notice.
- 15.4. 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 before activating it, and up to 14 calendar days after the date of activation ("cancellation period"), by writing to Customer Services at the address given in clause 22 of this Agreement. 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.

17. TERMINATION OR SUSPENSION

- 17.1. If you cancel your Card:
- 17.1.1. You will not receive any further Cashback associated with your use of the cancelled Card; and
- 17.1.2. You will no longer be able to use any of the top up mechanisms provided by Utility Warehouse; and
- 17.1.3. We will charge you a monthly 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.
- 17.2. Upon reasonable request by the Company we can terminate this Agreement at any time provided that:
- 17.2.1. we will 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

- 17.2.2.** 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 grossly 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.
- 17.3.** 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:
- 17.3.1.** we discover that any of the information that you provided to us when you applied for your Card was incorrect.
- 17.3.2.** we reasonably believe that you have used or are intending to use the Card in breach of clause 4.11.
- 17.3.3.** 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 grossly negligent manner or for fraudulent or other unlawful purposes or if we cannot process your Transaction due to the actions of third parties.
- 17.3.4.** 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.
- 17.4.** We reserve the right to cancel your Card and/or Account where you are no longer a Utility Warehouse customer, or no longer have any other live paid-for Utility Warehouse services.
- 17.5.** 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.
- 17.6.** 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.
- 17.7.** 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 Utility Warehouse produce your bill (typically 8th of the month) for that month.
- 17.8.** 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 the Company any sums which relate to a withdrawal on the Card or fees and/or charges validly applied whether before or after termination. The Company 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 the Company, they reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

18. OUR LIABILITY

- 18.1.** 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:
- 18.1.1.** 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;
- 18.1.2.** we shall not be liable for any loss of profits, loss of business, or any indirect or consequential losses and damages;
- 18.1.3.** where the Card is faulty due to our default, our liability shall be limited to replacement of the Card;
- 18.1.4.** 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
- 18.1.5.** 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.

- 18.1.6. 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.
- 18.1.7. 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.
- 18.1.8. In all other circumstances where we are in default, our liability will be limited to redemption of the Available Balance remaining on your Card.
- 18.2. Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence, misrepresentation or fraud.
- 18.3. To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.
- 18.4. The above exclusions and limitations set out in this clause 18 shall apply to any liability of our affiliates, the Programme Manager, Company, Visa 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.
- 18.5. 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.

19. YOUR INFORMATION

- 19.1. 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, email address and mobile number. You must notify us immediately of any change of personal details.
- 19.2. We, the Programme Manager and our affiliates (which includes Utility Warehouse) 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. Except as required by law or in accordance with this Agreement, your personal information will not be passed to anyone without your permission. 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.
- 19.3. You agree that we and the Company 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 Visa and its affiliates to operate this programme and for their statistical research and analytical purposes. Some of those parties may be outside of the EEA 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.
- 19.4. 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.
- 19.5. You have a right to inspect the personal data we hold about you. For further information please contact Customer Services.
- 19.6. 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.
- 19.7. If we believe that you have been involved in any fraudulent, unlawful or unauthorised activity then we may contact Utility Warehouse and law enforcement bodies to advise them of such activity and you hereby consent to the disclosure of your personal data to Utility Warehouse in this context.

- 19.8. 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 or Utility Warehouse have no control over how an Authorised Account Information Service Provider will use your information. Except to the extent provided by law, we or Utility Warehouse 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.
- 19.9. You consent to us using your information to provide payment services to you. If you withdraw this consent, we will stop providing payment services but may still use your data or information where we have lawful grounds to do so, for example because we need to retain records for regulatory purposes.

20. COMPLAINTS PROCEDURE

- 20.1. Complaints regarding any element of the service provided by us should be sent in writing to Utility Warehouse, Network HQ, 508 Edgware Road, The Hyde, London, NW9 5AB
- 20.2. 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.
- 20.3. If we fail to resolve your complaint to your satisfaction you may refer to an independent ombudsman by sending a request to Ombudsfm – North Gate II - Boulevard du Roi Albert II 8, bte 2 - 1000 Brussels – Belgium, or via e-mail to ombudsman@ombudsfm.be or via telephone +32 2 545 77 70. More information can be found at <http://www.ombudsfm.be/en/individuals/introduce-complaint/>
- 20.4 The European Commission has established an Online Dispute Resolution Platform (“ODR Platform”). It is specifically designed to help consumers resident in the European Union (“EU”) who have a complaint about goods or services bought online from traders established in the EU. You can submit your complaint online through the ODR platform in any of the official languages of the EU. The ODR platform can then submit your complaint to the Ombudsfm to facilitate resolution of your complaint. You can access the ODR platform by clicking on the following link: <http://ec.europa.eu/consumers/odr/>. You may use the ODR service if you are an EU resident and have a complaint about a product or service purchased from us online. As the ODR platform will ultimately re-direct your complaint to the Ombudsfm, you may prefer to contact us or the Ombudsfm directly in the first instance.

21. GENERAL

- 21.1. 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.
- 21.2. If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.
- 21.3. 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 our rights and benefits 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.
- 21.4. 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 Programme Manager and Company, Visa 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.

- 21.5. If you remain a member of the Utility Warehouse Discount Club 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 Utility Warehouse Account wholly or mainly as a result of Cashback credited to the account, refund cheques will only be issued by Utility Warehouse on request once the credit balance exceeds £50 due to the high administration costs involved.
- 21.6. You can obtain a copy of this Agreement at any time by visiting the Website.
- 21.7. This Agreement is governed by English law and you agree to the exclusive jurisdiction of the courts of England and Wales.

22. CONTACTING CUSTOMER SERVICES

- 22.1. If you need assistance, you can contact Customer Services by:
- 22.1.1. calling 0333 777 0 777 between the hours of 9.00am and 5.30pm on Monday to Friday (excluding bank holidays) and between 9.00am and 4.30pm on a Saturday,
 - 22.1.2. sending an email to cashbackcard@utilitywarehouse.co.uk
 - 22.1.3. writing to Utility Warehouse CashBack card, Network HQ, 508 Edgware Road, The Hyde, London NW9 5AB.
 - 22.1.4. Balance checking, Lost and Stolen or unauthorised Card use and a forgotten PIN service is also available 24 hours a day, seven days a week on the Customer Services number, 0333 777 0 777. Please note there may be a call charge applied by your network.
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