

Terms and Conditions for the Utility Warehouse Prepaid Mastercard®

By activating your Card you accept these Terms and Conditions and confirm you understand and accept the risk highlighted in 19(d) of this Agreement.

1) DEFINITIONS

- a. "Account" means the electronic account associated with your Card
- b. "Account Information Services" means an online service which provides consolidated information on accounts held by you with one or more payment service providers such as banks
- c. "Agreement" means this Cardholder agreement as varied from time to time
- d. "Authorised Account Information Services Provider" means a third party payment service provider which is authorised by its Regulator to provide Account Information Services to you with your explicit consent and under a separate agreement which you have signed with them.
- e. "Available Balance" means the value of funds loaded onto your Card and available for use
- f. "Card" means any Utility Warehouse Prepaid Mastercard(s) issued to you under this Agreement, including any additional Cards.
- g. "Card Number" means the 16 digit card number on the front of your Card
- h. "Cardholder" means the Utility Warehouse customer entering into this agreement with us
- i. "Cashback" means the value of the savings you are entitled to receive in respect of Transactions with Participating Retailers using your Card
- j. "Customer Services" means the contact centre for dealing with queries and requests for services in relation to your Utility Warehouse Prepaid Mastercard. Contact details for Customer Services can be found in clause 21
- k. "e-money" means the electronic money associated with your Card
- l. "EEA" means the European Economic Area which currently includes all countries in the European Union together with Iceland, Norway and Liechtenstein
- m. "Mastercard" means Mastercard International Incorporated whose head office is at 2000 Purchase Street, Purchase, New York 10577 USA
- n. "Merchant" means a retailer, or any other person, firm or corporation that accepts Cards which display the Mastercard Acceptance Mark
- o. "My Account" 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.
- p. "Participating Retailer" means a shop listed on the Website who have agreed to facilitate "Cashback" to customers using the Card
- q. "PIN" means the Personal Identification Number for use with the Card
- r. "Programme" means the Utility Warehouse Prepaid Mastercard programme under which your Card has been issued to you
- s. "Programme Manager" means Sodexo Motivation Solutions UK Limited, a company registered in England and Wales with number 02680629 whose registered office is at One, Southampton Row, London, WC1B 5HA
- t. "Regulator" means Financial Conduct Authority in the UK or another European financial services regulator
- u. "Transaction" means a retail sale completed by using your Card
- v. "Utility Warehouse" means Utility Warehouse Limited trading as Utility Warehouse
- w. "Utility Warehouse Discount Club" means the discount club run by Utility Warehouse
- x. "we", "us", "our" means PrePay Technologies Limited, a company registered in England and Wales with number 04008083 who can be contacted at PO BOX 3883, Swindon, SN3 9EA. PrePay Technologies Limited is authorised and regulated by the Financial Conduct Authority to issue e-money and is registered in the Financial Register with registration number 900010.
- y. "Website" means the website at <http://www.uwdc.co.uk/clubhouse> which allows you to access your personal Card information, manage your Account and contains a list of Participating Retailers and any additional terms and conditions applicable to specific Participating Retailers
- z. "Working Day" means Monday to Friday but does not include bank or public holidays in England
- aa. "you", "your" means the named cardholder as entered on the application form for each Card

2) THIS AGREEMENT

- a. Your Card is an e-money prepaid card. This is not a credit, charge or debit card.
- b. Your Card has been issued by us pursuant to license from Mastercard International Incorporated. Your rights and obligations relating to the use of this Card are subject to this Agreement between you and us; you have no rights against Mastercard International Incorporated or its affiliates. If you experience any difficulties in using the Card you should contact Customer Services. The e-money associated with this Card will be denominated in Pounds Sterling and is issued to you by us. The Card remains our property.
- c. These terms and conditions are written and available only in English and we undertake to

- communicate with you in English regarding your Card or Account.
- d. If you wish to make use of an Authorised Account Information Services Provider to provide you with Account Information Services on 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 or share your My Account credentials with the Authorised Account Information Service Provider each time an access to your Account is required 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.
 - e. If an Authorised Account Information Services Provider requests access to your Account to provide you with Account Information Services using your My Account credentials, we will assume that you have given consent to do so. 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 certain circumstances.
 - f. If we refuse to provide access to an Authorised Account Information Services Provider to your Account, we will inform you immediately after refusal to explain why, unless that would break the law or we have security reasons not to do so.
 - g. If you do not wish to use Account Information Services provided by an Authorised Account Information Service Provider on your Account, you simply refuse to provide your consent or refuse to share your My Account credentials with an Authorised Account Information Service Provider.

3) PURCHASING, RECEIVING AND ACTIVATING YOUR CARD

- a. The Card application fee is set out in clause 12 of this Agreement.
- b. You may only apply for and hold a Card if you are, or have applied to become, a member of the Utility Warehouse Discount Club. In the event that your Utility Warehouse Discount Club application is declined then you will not receive a Card.
- c. You agree that we may communicate with you by e-mail or via the website for issuing any notices or information about your Account or Card and therefore it is important that you provide a valid e-mail address and keep it updated. Additionally, your transaction history and statements are made available to you in the website.
- d. Up to five Cards with different names can be issued in respect of each Utility Warehouse Discount Club account at any one time (all cards will be sent to the Utility Warehouse Discount Club member's address).
- e. Your Card will be posted to the address provided by you when you applied.
- f. When you receive your Card, you (and any additional named Cardholder) must sign it immediately and then must call the Activation Hotline (as detailed in clause 21) to activate it. Please note that your Card (or any additional Card) cannot be used until it has been activated. When you call the Activation Hotline you will need to load an initial amount of money onto your Card from your debit card. You will then be asked to enter your Card Number and your Activation Code which you will find on the letter that came with your Card. You will also be asked to provide certain personal details to confirm your identity.
- g. Utility Warehouse will credit your Card Account with a £10 activation bonus provided that you activate your new Card within 14 days of receiving it. If your new Card is a replacement for a previous Card that has expired or been lost, stolen, damaged beyond use or where there is a requirement to change the name printed on the Card you will not be eligible for this bonus.
- h. You will be given a 4 digit PIN when you activate your Card. You should never write down your PIN unless you do this in a way that would make it impossible for anyone else to recognise any of that information, 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 reset it by calling Customer Services.
- i. You can change your PIN at any UK bank cash machine that has a PIN change facility available. When you select or change your PIN, you must not select a PIN that can be easily guessed, such as, for example, a number that:
 - i. is easily associated with you, such as your telephone number or birth date;
 - ii. is part of data imprinted on the Card;
 - iii. consists of the same digits or a sequence of running digits; or
 - iv. is identical to the previously selected PIN.
- j. 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 AND CHECKING YOUR BALANCE

- a. Your Card can be used at any Merchant displaying the Mastercard Acceptance Mark.
- b. You can authorise Transactions on your Card at any Merchant by entering your PIN or other security code. If the Merchant does not accept chip and PIN authorisation, the Merchant may allow you to authorise the Transaction by signature of the receipt. Please be aware that you may not usually stop a Transaction once it has been authorised as at that point it is deemed to be received by us. 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.

- c. Your Card is a prepaid card, which means that the Card's Available Balance will be reduced by the full amount of each Transaction and/or authorisation, plus any taxes and charges that are applicable (the 'Full Deductible Amount'). In order for a Transaction to be authorised, the Full Deductible Amount must be less than or equal to the Available Balance on your Card. You must not use your Card if the Full Deductible Amount exceeds the Available Balance or after the expiry date of the Card. If, for any reason, a Transaction is processed for an amount greater than the Available Balance on your Card, you must either top up your card with an amount sufficient to take your Card back into credit immediately you are notified of the deficit, or repay the Programme Manager the amount by which the Full Deductible Amount exceeds your Available Balance within 14 days of receiving an invoice from them. Should you not repay this amount within 14 days of receiving an invoice from the Programme Manager, they reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.
- d. 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:
 - i. Hotels and rental cars - As Merchants may not be able to accurately predict how much your final bill will be, they may request an authorisation for funds greater than your Available Balance.
 - ii. Restaurants - You may need to have an Available Balance equivalent to the total cost of the meal plus 20%. This is to accommodate any service charge that could be added to your bill.
 - iii. 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 won't deduct payment until goods are dispatched so please be aware of these variances on cleared funds when checking your Available Balance and ensure that you have sufficient funds on your Card to cover your purchases.
 - iv. In-flight and similar purchases – You may be unable to use your Card where merchants cannot obtain an online authorisation from us. Examples include transactions made on-board ships or trains, in-flight purchases, and some remote terminals designed for rapid low value transactions (eg. motorway tolls).
 - v. Self service petrol pumps - Your Card cannot be used at self service petrol pumps. You can use your Card to pay by taking it to the cashier.
- e. 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.
- f. You may use your Card to obtain cash worldwide in an emergency from any cash machine that displays the Mastercard Acceptance 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 12).
- g. You may not use your Card to obtain traveller's cheques, foreign currency, to obtain cash back from any Merchant, to settle outstanding balances on credit cards, bank overdrafts or credit agreements, to pay for memberships or subscriptions by direct debit, to pay for recurring transactions or for online gambling and betting transactions.
- h. The Available Balance on your Account will not earn any interest.
- i. We may request you to surrender the Card at any time in accordance with clause 16 of these terms and conditions. Where we do so, we will give you back your e-money in accordance with clause 8 of these terms and conditions (free of any redemption fee).
- j. For Cardholders under 18 years of age the following applies:
 - i. Before applying, any applicant under 18 years of age must have obtained approval from a parent or guardian.
 - ii. Cards must not be used for any purpose for which the minimum age is 18 or lower, for example gambling, adult entertainment and purchase of alcohol.
 - iii. We will monitor activity on Cards issued to customers under 18 years of age. Any use of the Card which is considered to be unlawful may result in the Account being suspended.
- k. We reserve the right to request proof of age at any time. Failure to provide satisfactory proof of age may also result in the Account being suspended.
- l. You may not use your Card to purchase any of the following for business purposes or for resale: tobacco products; postage stamps; infant formula; food; milk; gift vouchers or cards; mobile phone top up vouchers or cards; spirits; or fuel.
- m. You can check your Available Balance and Transaction history at any time by calling Customer Services or through the website.
- n. You will either receive your monthly Account statements by post with your utility bill, or if you have

opted out of receiving paper utility bill we will make your monthly Account statement available in your Clubhouse account and email you each month to notify you that your Clubhouse account has been updated.

5) TOPPING UP YOUR CARD

- a. All top ups are subject to the following:
 - i. The minimum value of a top up on each Card is £20.
 - ii. The maximum amount that can be added to the Available Balance on a main Card Account in a single top up is £1,000; for additional Card accounts this figure is £500.
 - iii. A maximum of three top ups are permitted per Card Account in any 24 hour period starting from the time of activation. Any activation bonus payable by us if you meet the qualifying criteria set out in Clause 3(g), will count as a top up on your Card Account.
 - iv. The Available Balance on a main Card Account cannot exceed £5,000; for additional Card Accounts this figure is £1,000.
 - v. Fees apply to all top ups. For further details please refer to clause 12 below.
- b. Your Account can be topped up in the following ways:
 - i. 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 debit 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:
 1. Automated top ups will be added to your Account's Available Balance on the next Working Day;
 2. The minimum "Floor Level" you can choose is £20;
 3. The "Fixed Top Up Amount" you choose must be between £20 and £1,000.
 - ii. 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, up to a maximum of £1,000. 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 fail and no money will be taken from your registered debit card.
 - iii. The "Instant Top Up" option, using either our interactive telephone system, online at the Website, or by speaking to a customer service advisor. 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 £1,000. Please note that an "Instant Top Up" may take a few minutes to process.
- c. The registered address of the debit card used to top up your Card must match the registered address for your Utility Warehouse Discount Club account. You will be unable to top up your Card with a debit card that does not meet this criterion.
- d. 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

- a. 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.
- b. The Programme Manager reserves the right to remove, add, or vary the list of Participating Retailers, the specific conditions associated with any retailer, and/or the level of discount available. Any such changes will take place with immediate effect from the date on which they are posted on the Website. It is your responsibility to regularly check the Website to ensure you are aware of any changes. 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.
- c. The Cashback associated with the use of any Cards on your Utility Warehouse Discount Club account 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 for non-energy services.
- d. 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 applicable to individual participating retailers.
- e. 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.
- f. 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 the 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 for non-energy services supplied to you by Utility Warehouse.

7) CARD EXPIRY

- a. The expiry date of your Card is printed on the front of the Card. You will not be able to use your Card once it has expired.
- b. No Transactions will be processed after your Card has expired.
- c. Provided you have activated your Card then shortly before the expiry of your Card or any additional Card on your Utility Warehouse Discount Club 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.
- d. 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 Discount Club.
- e. If you have any remaining Available Balance on your Card after your Card has expired you can request a refund by calling Customer Services within six years from the date that your Card expired.

8) REDEEMING E-MONEY

- a. If you would like to redeem any unused funds on your Card you will be charged a fee to cover redemption costs on each occasion that you redeem, if you redeem all or part of your balance at the following times:
 - i. before the expiry date of your card or replacement card;
 - ii. before you or we terminate this agreement prior to the card expiry date;
 - iii. more than 12 months after:
 1. your card or replacement card expires, or;
 2. this agreement is terminated, (as applicable). You will be reminded of this fee before redemption.
- b. Please note that if your balance is £5 or less and you want to redeem in the circumstances listed, the fee will equal your balance which will be reduced to zero.
- c. You may redeem funds subject to the provisions described in 8(a) as long as:
 - i. we believe you have not acted fraudulently; and
 - ii. 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.
- d. You can obtain redemption of any unused funds by contacting Customer Services. All redemptions will be paid via BACS transfer.
- e. If we find that any additional withdrawals, fees or charges have been incurred on your Card following the processing of your redemption funds, we shall send an itemised invoice to you and we will require you to refund us within 14 days of the invoice. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

9) CARDHOLDER LIABILITY AND AUTHORISATIONS

- a. We may restrict or refuse to authorise any use of your Card in any legal jurisdiction if using the Card is causing or could cause a breach of this Agreement 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.
- b. Where appropriate, any refusal to authorise a Transaction will be relayed to you via the Merchant concerned.
- c. If we need to investigate a Transaction on the Card then you must cooperate with us, or any other authorised body if this is required.
- d. You must sign your Card as soon as you receive it and keep it safe. You must also keep safe any security information or credentials related to your Card or Account.
- e. You should never:
 - i. allow a third party other than an additional named Cardholder and/or an Authorised Account Information Service Provider to use or access your Account;
 - ii. allow another person to use your Card;
 - iii. reveal your PIN and never write down your password(s), PIN or any security information related to your Card and Account unless you do this in a way that would make it impossible for anyone else to recognise any of that information;
 - iv. disclose your PIN or any security information related to your Card and/or Account or otherwise make it available to any other person, whether verbally or by entering it in a way that allows it to be observed by others; or
 - v. disclose or make available your My Account credentials to a third party unless the third party is an Authorised Account Information Service Provider and you want to use Account Information Services provided by them, or
 - vi. enter the PIN in any cash machine that does not look genuine, has been modified, has a suspicious device attached or is operating in a suspicious manner.
- f. You will be responsible for all Transactions which you or any additional Cardholder authorise, whatever the manner of authorisation.
- g. You agree to indemnify and hold harmless us and our distributors, partners, agents, sponsors and service providers and their group companies from and against the costs of any legal action taken

to enforce these terms and conditions and/or any breach of these terms and conditions or fraudulent use of your Card or PIN by or authorised by you.

- h. 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 suspend your use of the Card, 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 the 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 to take such other steps as they consider necessary to recover the payment including taking legal action.

10) LOST, STOLEN OR DAMAGED CARDS

- a. You should treat the e-money on your Card like cash in your 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.
- b. In the event of loss, theft, fraud or any other risk of an unauthorised use of your Card, or if your Card is damaged or malfunctions, you must immediately contact Customer Services. You will be asked to provide us with your Card Number and some identifying details. In the event that you notify us in accordance with this Agreement that your Card has been lost or stolen you will be liable for a maximum of £35 of any loss that takes place prior to your contacting Customer Services.
- c. Provided that you have given notification in accordance with clause 10 (b) and that clause 10 (d) does not apply, then you will not be liable for 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 replace your Card and transfer the last Available Balance onto it (fees apply, see clause 12). Alternatively, your Available Balance can be repaid to you (fees apply, see clause 12), unless we have any reason to believe that the notified incident has been caused by your breach of this Agreement, gross negligence or if it raises reasonable suspicion of fraudulent or improper conduct. If we replace the Card, the Card will be delivered to your home address (fees apply, see clause 12).
- d. In the event 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, then you shall be liable for all losses.

11) TRANSACTIONS MADE IN FOREIGN CURRENCIES

- a. If you make a Transaction in a currency other than Pounds Sterling (a 'Foreign Currency Transaction'), the amount deducted from your Account will be converted to Pounds Sterling on the day we receive details of that Foreign Currency Transaction. We will use a rate set by Mastercard, which will be available on each Working Day and changes in the exchange rate shall take effect immediately. We will add the Foreign Exchange Fees (see clause 12). 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 Transactions made within the EEA in an EEA currency you can find out the Mastercard Exchange Rate by emailing Customer Services.

12) FEES

- a. Cards are subject to the following charges. The core fees detailed below relate to the core bundle of services that we provide to you in relation to your Card.

Fee Type

Core Fees

Fee Type	Cost
Application Fee	£10 per Card
Monthly Management Fee	£1 per Card
UK Cash Machine withdrawal Fee	£1 per withdrawal
Foreign Transaction Fee for Merchant Transactions	4% of the Transaction amount or cash machine withdrawal amount
Overseas Cash Machine withdrawal Fee	£1.40 per withdrawal
Overseas Declines	20p per decline
Replacement Card Fee (if lost, damaged or stolen)	£5
Debit Card top up Fee	35p per top up

Administrative Fee (where the Card is cancelled or expired)

£5 per month (payable as long as a credit balance remains on the Card or the total Available Balance is lower than the Administrative Fee)

Redemption Fee (if applicable)

£5 (or the Available Balance if lower than the Redemption fee)

- a. Application, Redemption, and Replacement Card fees are payable in advance.
- b. Monthly Management fees are charged on your Utility Warehouse bill for non-energy services, 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 Utility Warehouse. 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.

- c. Debit card top up fees will be added to the amount of the top up and the total amount will be charged to your debit card. Example 1: if you request a £200 top up using a debit card, your debit card will show a transaction value of £200.35.
- d. All other fees will be deducted from the Available Balance on your Card.
- e. We reserve the right to deduct any miscellaneous taxes or charges due from the Available Balance on your Card.

13) UNAUTHORISED AND INCORRECT TRANSACTIONS

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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 of our receipt of your request if all the following conditions are satisfied:
 - i. the authorisation you gave did not specify the exact amount to be paid;
 - ii. 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
 - iii. you make the refund request within eight weeks of the date when the payment was taken from your Account.
- h. We may ask you to provide information as is reasonably necessary to verify that conditions in clause 13 g (i – iii) are satisfied.
- i. If you ask us to make a refund under clause 13 (g) then, within 10 Working Days of the date we receive your request (or if we ask for more information under clause 13 (h), within 10 Working Days of the date we receive that information) we will either:
 - i. refund the payment in full; or
 - ii. tell you the reasons why we do not agree to the refund.
- j. You will not be entitled to a refund under clause 13 (g) if:
 - i. you have given us your consent for the payment to be made; and
 - ii. 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
 - iii. if the payment in question was higher than you reasonably expected to pay is due to a change in any currency exchange rate.
- k. 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.
 - i. we don't have to tell you before we take the money back or put a hold on the money;
 - ii. if funds go 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.
- l. 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.
- m. 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 you have not acted in accordance with this Agreement and/or you have failed to report any fraudulent activities to the relevant authorities.

14) VARIATION

- a. We may change the terms and conditions of this Agreement, including charges, fees and limits, at any time by providing you with at least two months' prior notice by email (provided we hold an email address for you), via the website, and we will post an updated version on the Website.
- b. You may terminate your Card any time within the two months' notice period if you do not agree with the changes to the terms and conditions. However, in the event you do not cancel during this period then you will be deemed to have accepted them and the changes will apply to you.
- c. There are some situations where we can make changes to this Agreement and we don't have to tell you in advance. These are changes you probably expect because of the nature of the product or service, or that you won't mind about because they are favourable to you. We do not have to tell you personally in advance when any of the following happen:
 - i. 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.
 - ii. 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.
- d. If any part of this Agreement is inconsistent with any regulatory requirements then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement. 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 practical. We will update our terms and conditions to reflect the new regulatory requirements when they are next reprinted.

15) CANCELLATION

- a. You may cancel your Card up to 42 days after the date of application ("Cancellation Period"), without giving a reason by writing to Customer Services at the address given in clause 21 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 less any activation bonus that has been credited to your Card Account as set out in Clause 3 (g).
- b. You may terminate your Card any time after the Cancellation Period by exercising your rights under clause 8. 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 (please see clause 12).

16) TERMINATION OR SUSPENSION

- a. If you cancel your Card:
 - i. you will not receive any further Cashback associated with your use of the cancelled Card; and
 - ii. you will no longer be able to use any of the top up mechanisms provided by Utility Warehouse Customer Services or the online top up functionality; and
 - iii. future responsibility for managing your Card will immediately pass to the Programme Manager who will charge you a monthly fee as set out in Clause 12 (a) which will be deducted each month from the Available Balance until the Card is cancelled.
- b. We can terminate this Agreement
 - i. at any time if we give you two months prior notice by email (provided we hold an email address for you) and refund the Available Balance to you; or
 - ii. 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.
- c. We can suspend, block or cancel your Card and/or your Account at any time with immediate effect (and until your default has been remedied or the Agreement terminated) if:
 - i. we discover that any of the information that you provided to us when you applied for your Card was incorrect; or
 - ii. you have breached this Agreement or 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 Transactions due to the actions of third parties; or
 - iii. we suspect or to prevent suspected unauthorised or fraudulent use of your Card, Account or any security credentials related to your Card or Account; or
 - iv. you have reached your Card limit; or
 - v. we believe that this is necessary for security reasons; or
 - vi. any legal obligations require us to do so.
- d. In the event that we do suspend, block or cancel your Card and/or Account 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.
- e. You can terminate this Agreement at any time by contacting Customer Services. If you are

redeeming any Available Balance you will be liable for the fees set out in clause 12.

17) OUR LIABILITY

- a. Our liability in connection with this Agreement (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall be subject to the following exclusions and limitations:
 - i. we shall not be liable for any default resulting directly or indirectly from any cause beyond our control, including but not limited to a failure of network services and data processing systems;
 - ii. we shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
 - iii. where the Card is faulty due to our default, our liability shall be limited to replacement of the Card;
 - iv. in the unlikely event that sums are deducted from your Available Balance but you did not authorise such deduction in accordance with these terms and conditions then our liability shall be as set out in clause 13;
 - v. 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, conditions or level of benefits available nor have any liability to you under the Programme whatsoever;
 - vi. 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;
 - vii. in all other circumstances where we are in default, our liability will be limited to redemption of the Available Balance remaining on your Card.
- b. Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.
- c. To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.
- d. The above exclusions and limitations set out in this clause 17 shall apply to any liability of our affiliates such as the Programme Manager, Utility Warehouse Limited (trading as the Utility Warehouse), Sodexo Motivation Solutions UK Limited, Mastercard International Incorporated 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.
- e. In the event of suspected or actual fraud or security threat to your Card or Account, we may use SMS, telephone, post, email or another secure procedure to contact you. We may ask you to verify your identity for security purposes.

18) YOUR INFORMATION

- a. You may provide us with personal data from time to time in connection with your Card, some of which will be necessary for us to provide you with the Card and services under this Agreement. You must notify us immediately of any change of name and address by contacting Customer Services.
- b. We and our affiliates are committed to maintaining your personal data in accordance with the requirements of the Data Protection Act 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 these terms and conditions, your personal information will not be passed to anyone without your permission. To comply with Anti-Money Laundering Regulations, we may be required to request evidence of identity from you and may use an ID verification agency or credit reference 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.
- c. You agree that we and the Utility Warehouse 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 and improve our products and services. This may involve providing your personal data to our affiliates, agents, distributors, and suppliers including Utility Warehouse Limited and to Mastercard International Incorporated and its affiliates to process Transactions and for their statistical research and analytical purposes as outlined in our Privacy Statement, set out on our website. We may also transfer your personal data outside of the EEA to enable you to use the Card while you are travelling, and such countries may not offer the same protections for personal data. We may also disclose your personal data as required by law, regulation or any competent authority or agency including to authorities and agencies to investigate possible fraudulent, unlawful or unauthorised activity ("Misuse").
- d. You may contact us at anytime 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.
- e. You have a right to inspect the personal data we hold about you. For further information please contact Customer Services.
- f. 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.
- g. If we believe that you have been involved in any Misuse then we may contact Utility Warehouse or

the Programme Manager to advise them of such Misuse and you hereby consent to the disclosure of your personal data to Utility Warehouse or the Programme Manager in this context.

- h. If you allow or give consent to an Authorised Account Information Service Provider to access your Account to provide you with Account Information Services, you should know that we or Utility Warehouse have no control over how an Authorised Account Information Service Provider will use your information nor will we or Utility Warehouse be liable for any loss of information after an Authorised Account Information Service Provider have access to your information.
- i. You consent to us in 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.

19) COMPLAINTS PROCEDURE

- a. Complaints regarding any element of the service provided by us should be sent in writing to Utility Warehouse CashBack Card, Network HQ, 508 Edgware Road, The Hyde, London, NW9 5AB
- b. 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 posted to you.
- c. If we fail to resolve your complaint to your satisfaction you may refer your complaint to the Financial Ombudsman Service (South Quay Plaza, 183 Marsh Wall, London E14 9SR; phone 0845 080 1800). Details of the service offered by the Financial Ombudsman Service are available at www.financial-ombudsman.org.uk.
- d. The Financial Services Compensation Scheme is not applicable to the Card. No other compensation schemes exist to cover losses claimed in connection with the Card. We will however safeguard your funds in the event of our insolvency, to protect them.

20) GENERAL

- a. 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.
- b. If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.
- c. You may not assign or transfer any of your rights and/or benefits under these terms and conditions and you shall be the sole party to the contract between us. You will remain liable until all Cards issued to you are cancelled or have expired and all sums due under these terms and conditions have been paid by you in full. We may assign our rights and benefits at any time without prior written notice to you. We may subcontract any of our obligations under this Agreement.
- d. No third party who is not a party to this Agreement has a right to enforce any of the provisions of these terms and conditions, save that Mastercard International Incorporated and its affiliates may enforce any provision of this Agreement which confers a benefit or a right upon them and a person specified in clause 17 (d) may enforce clause 17.
- e. If you remain a member of the Utility Warehouse Discount Club but do not maintain a valid direct debit with them, then they will not be able to automatically pay you any net credit balance(s) on your monthly bill(s) for non-energy services arising from Cashback which you have received. Where a credit balance has arisen on a Utility Warehouse Discount Club account wholly or mainly as a result of Cashback credited to the account, refund cheques will only be issued by the Utility Warehouse on request once the credit balance exceeds £50 due to the high administration costs involved.
- f. This Agreement contains the information set out in Schedule 4 of the Payment Services Regulations 2017 and you can obtain a copy of this Agreement at any time by visiting the Website or via My Account or calling Customer Services.
- g. This Agreement is governed by English law and you agree to the non-exclusive jurisdiction of the courts of England and Wales.

21) CONTACTING CUSTOMER SERVICES

- a. If you need assistance, you can contact Customer Services by:
 - i. calling 0333 777 0 777 between the hours of 9.00am and 5.30pm on Monday to Friday and between 9.00am and 4.30pm on Saturday.
 - ii. sending an email to CashBackcard@uwdc.co.uk,
 - iii. writing to Utility Warehouse CashBack card, Network HQ, 508 Edgware Road, The Hyde, London, NW9 5AB.
- b. An automated Card Activation service is available 24/7 on 0333 777 7 563.
- c. Balance checking, lost & stolen reporting and forgotten PIN services are available 24/7 on the Customer Services number.

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