

UW Cashback Card

Terms and conditions
for customers

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

1 Definitions

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| Account | Means the electronic account associated with your Card(s). |
| Account Information Service | Means an online service which provides consolidated information on payment accounts held by you with us or any other payment service providers such as your bank. |
| Agreement | Means these UW Cashback card terms and conditions as varied from time to time. |
| Authorised Account Information Service Provider | Means a third-party payment service provider that is authorised by its Regulator to provide Account Information Services and has your explicit consent to do this. |
| ATM | Means an automated teller machine or cash dispenser bearing the Mastercard® logo. |
| Available Balance | Means the value of funds loaded onto your Account and available for use. |
| Bundle Service(s) | <p>Means the following UW bundle services:</p> <ul style="list-style-type: none"> • Energy • Broadband • Mobile • Insurance (excluding Bill Protector) <p>For Energy and Insurance multiple or different types of the same service (i.e. gas and electricity, two insurance services) will be counted as one Bundle Service. For Mobile, two or more Essential and/or Unlimited+ SIMs will count as two Bundle Services.</p> <p>Legacy services (i.e. those no longer for sale) are excluded, more details can be found in our Residential Products and Services terms here.</p> <p>UW may, at its sole discretion, add other Bundle Services from time to time.</p> |
| Card / Cashback card | Means the physical or digital Prepaid Cards (as applicable) or associated set of card details we provide to you in relation to the Account. |
| Cardholder | Means the UW customer entering into this Agreement with us. |
| Card Currency | Means British Pound Sterling (GBP) |
| Cashback | Means the sum of savings you are entitled to receive via Cashback (Partner), Cashback (Non-Partner), or Cashback (Non-Sterling). |

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| Cashback (Partner) | Means the value of the savings you are entitled to receive in respect of Transactions with Participating Retailers using your Card. |
| Cashback (Non-Partner) | Means the value of the savings you are entitled to receive in respect of Transactions with non-Participating Retailers using your Card. |
| Cashback (Non-Sterling) | Means the value of the savings you are entitled to receive in respect of Transactions where a Foreign Exchange Fee applies, using your Card. |
| Card Details | Means a combination of any or all of the information relating to your Card and is provided for making purchases such as, Card Number, Digital Card Number, security code, PIN and expiry date. |
| Card Number | Means the 16 digit card number as shown on your Card (whether in your Account or physically printed on your Card). |
| Contactless | Means a payment feature that enables you to make a payment by tapping your Card or device supporting a Digital Wallet on a point of sale terminal. |
| Customer Services | Means the contact centre for dealing with queries and requests for services in relation to your Cashback card. Contact details for Customer Services can be found at clause 21. |
| Digital Card Number | Means a unique card number created whenever you enroll your Card with a supported Digital Wallet. The Digital Card Number is shared with Merchants whenever you pay using a Digital Wallet, and will appear on receipts instead of your Card Number. |
| Digital Wallet | Means an application on a digital device that stores Digital Card Numbers and can be used to make payments. Digital Wallets officially supported by the Cashback card are available on our Website. |
| EEA | Means the European Economic Area which currently includes all the countries of the European Union together with Iceland, Norway and Liechtenstein. |
| e-money | Means the electronic money associated with your Card. |
| Foreign Exchange Fee | Means the Foreign Exchange Fee set out in the table at clause 13.1 which is a charge for currency conversion. |
| Full Deductible Amount | Means the full Transaction amount, including the Transaction itself along with any associated fees, charges and taxes. |
| Issuer | PSI-Pay Ltd, a company registered in England with registration number 05899168 and whose address is Afon Building, Worthing Road, Horsham, West Sussex, RH12 1TL. PSI-Pay Ltd is authorised and regulated by the Financial Conduct Authority (FCA) under the Electronic Money Regulations 2011 (FCA register number 900011) for the issuing of electronic money. Your Cashback card is issued by PSI-Pay Ltd pursuant to a licence by Mastercard® International Incorporated. |
| Merchant | Means a retailer, or any other person, firm or corporation that accepts the Card. |

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| Mobile App / App | Means the UW mobile app which is downloadable from the App store for iOS devices, or the Google Play store for Android devices. |
| My Account / Your Account | Means the area on the Website or App that allows you to view your Available Balance and Transaction history. My Account provides up to date information about your Account and you will need an internet connection in order to access it. |
| Participating Retailer | Means a retailer listed in Your Account that who has agreed to facilitate “cashback” to customers using the Card. |
| PIN | Means your four digit personal identification number for use with the Card. |
| Prepaid card / Card | Means a physical card or associated set of card details (if applicable) that enables you to spend your e-money funds that are associated with your Account. |
| Programme | Means the UW cashback card programme provided by UW under which your Card has been issued to you by us. |
| Regulator | Means the competent authority that is responsible for authorising and regulating account information service providers, such as the Financial Conduct Authority in the UK. |
| Scheme | Means the Mastercard payment network under which your Card is issued. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. |
| Transaction | Means any purchase, refund, cash withdrawal or any credit or debit payment which alters the balance of your Card Account. |
| UW | Means Utility Warehouse Limited, a company registered in England with number 4594421 whose address is Network HQ, 508 Edgware Road, The Hyde, London NW9 5AB. |
| UW Account | Means the UW customer account that you have for the supply of utility services. |
| we, us or our | Means UW and/or the Issuer. |
| Website | Means the website at https://uw.co.uk which allows you to access your personal Card information, manage your Account, contains a list of Participating Retailers and any additional terms and conditions applicable to specific Participating Retailers. You will need an internet connection in order to access it. |
| Working Day | Means Monday to Friday but does not include bank or public holidays in England. |
| you, your | Means the named Cardholder as entered on the application form for each Card. |

2 Scope of this Agreement

2.1 Your Card is an e-money account with associated physical Prepaid Card(s), digital Card(s), and card details. This is not a credit, charge or debit card.

2.2 Your Card has been issued by us. Your rights and obligations relating to the use of this Card are set out in this Agreement between you and us. If you experience any difficulties in using the Card, you should contact Customer Services.

2.3 The e-money associated with this Card will be issued in British Pound Sterling (GBP) and is issued to you by the Issuer and distributed by UW. The physical 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 email for issuing any notices or information about your Account or Card. Therefore you must provide a valid email address on your application and you are responsible for keeping it up to date. If your contact information changes you must promptly update it yourself in your Account or notify Customer Services.

2.6 If you wish to make use of an Authorised Account Information Service Provider to provide you with Account Information Services in relation to your Account, you may do so provided that you have signed up to use your online Account and your Account is active. We advise that before using an Authorised Account Information Service Provider, you ensure that the Authorised Account Information Service Provider is authorised by a Regulator to provide Account Information Services. In the UK, the Financial Conduct Authority's register (available at <https://register.fca.org.uk/>) will tell you whether a company is authorised. You must provide your explicit consent to the Authorised Account Information Service Provider in order for them to provide you with Account Information Services. You should always consider the implications of sharing your My Account credentials and your personal data.

2.7 Please note that 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 set out at clause 21.

3 Purchase, receipt and activation of Cards

3.1 As the primary Cardholder you are responsible for any additional Card(s) issued to your Account under this Agreement including but not limited to any fees or charges that the Card may incur. You must make any additional Cardholder(s) aware of the terms of this Agreement. Any term of this Agreement that applies to you shall also apply to the holder(s) of additional Card(s), save that any communications we make or action that we take under this Agreement shall be directed to you, the primary Cardholder only.

3.2 The Card application fee is set out at clause 13 of this Agreement.

3.3 The service will begin immediately once we have approved your application. You agree that charges and/or fees shall be payable once we have approved your application.

3.4 We will limit the number of additional cards that each member can order, subject to our business rules.

3.5 Where ordering a physical Prepaid Card, it will be posted to the address provided by you.

3.6 Your physical Prepaid Card can be activated via your Account. To enrol your Card with a Digital Wallet, you must follow the steps outlined by the Digital Wallet or in the UW App.

3.7 You will choose or be given a 4-digit PIN when you order your physical Prepaid Card. You should never write down your PIN or reveal your PIN to anybody or enter your PIN in a way that enables it to be easily seen by others. We will not reveal your PIN to a third party. If you forget your PIN, you can view your PIN via the App.

3.8 You can change your PIN at any UK bank ATM that has a PIN change facility. When you select or change your PIN, you must not select a PIN that can be easily guessed, such as, a number that:

3.8.1 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 a sequence of running digits; or

3.8.4 Is identical to the previously selected PIN.

3.9 Upon reasonable and written request by UW we reserve the right to terminate this Agreement immediately if you do not activate your Card within 90 days of our issuing the Card.

3.10 You and any additional cardholders must be at least 18 years old when applying for a Card.

3.11 Where the processing of your Card order is delayed for any reason whatsoever, and in the event that your UW Account goes into debt before your Card order can be processed, your order may be withheld until your Account debt is resolved. We are not liable for any delay in processing or fulfilling your Card order.

4 Using your Card

4.1 Your Card can be used at any Merchant that displays the Mastercard logo, excluding limited acceptance Merchants in EU/EEA that do not accept prepaid cards (fees apply, please see clause 13).

4.2 You can use your Card to make purchases in-store, via the internet or over the phone. The Card cannot be used to obtain Cashback in relation to foreign currency, travellers' cheques, to settle outstanding balances on credit cards, bank overdrafts, loans or credit agreements or for gambling and betting Transactions.

4.3 When your Card is used to make a Transaction with a Merchant we will regard it as authorised by you when you enter your PIN or other security code, or in the case of Contactless purchase Transactions, when your Card or mobile device 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 a notification to proceed with it and we will not be able to stop it. You will be responsible for all Transactions that you and the additional Cardholders authorise, regardless of the manner of such authorisation. We may refuse to execute a Transaction if the Transaction is unlawful or fraudulent and/or you do not have sufficient Available Balance. If we refuse to execute a Transaction, you can check the Account to ensure there was enough Available Balance to cover the Transaction. You can also check your Account to see the reason why we have not executed the Transaction, or can ask us by contacting Customer Services. Unless the law prevents us, we will explain why and we will also tell you what you can do to correct any errors in the Transaction.

- 4.4 Your Card is a prepaid Card, which means that the Available Balance will be reduced by the full amount of each Transaction and authorisation, plus any taxes and charges that are applicable.
- 4.5 You must not use your Card if the Full Deductible Amount exceeds the Available Balance. If, for any reason, a Transaction is processed for an amount greater than the Available Balance on your Card, UW reserves the right to collect a sufficient amount to bring your balance back up to £0, from any payment card stored on your UW Account and any future monthly bill (including where the monthly bill is settled by Direct Debit). Should you not repay this amount within 14 days of receiving the invoice, UW reserves the right to take all steps necessary, including legal action, to recover any monies outstanding.
- 4.6 Due to security safeguards, Merchants that accept your Card are required to seek authorisation from us for all Transactions you make. There are some circumstances where Merchants may require you to have an Available Balance greater than the value of the Transaction you wish to make. You will only be charged for the actual and final value of the Transaction you make. Merchants request this as they may need to access more funds than you initially planned to spend. For example:
- 4.6.1 Hotels, rental cars, petrol stations and restaurants – as Merchants may not be able to accurately predict how much your final bill will be, they may request an authorisation of funds greater than the value of the Transaction you wish to make.
- 4.6.2 Internet Merchants - certain internet Merchant sites will, on registration or at checkout stage, send a request for payment authorisation to verify if funds are available; this will temporarily impact your Available Balance. Also, please bear in mind that many sites will not deduct payment until goods are dispatched - so please be aware of this when checking your balance and ensure that you always have sufficient funds to cover your purchases.
- 4.6.3 Your Card may be declined in situations where the Merchant is not able to obtain online authorisation that you have sufficient balance for the Transaction. This commonly includes Transactions on trains, ships, in flight purchases and remote terminals designed for rapid low value Transactions (e.g. motorway tolls).
- 4.7 If a Merchant agrees to give you a refund for a purchase made using your Card, we will transfer the refund into your Account when we receive details of it from the Merchant.
- 4.8 Your Card should not be used as a form of identification. We will decline any authorisation requests from Merchants using your Card for identification purposes.
- 4.9 You may use your physical Card only to obtain cash worldwide from an ATM. There is a daily cash withdrawal limit of £250.00 (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 (please see clause 13). Until we have verified your identity in accordance with applicable regulations, ATM withdrawals will be restricted to £20.00 per day.
- 4.10 Your Card must not be used for any illegal purpose or in any manner prohibited by law.
- 4.11 The Available Balance on your Account will not earn any interest.
- 4.12 We may request you to surrender the Card at any time for any good reason in accordance with the provisions at clause 16 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.
- 4.13 To help protect you from fraud when using Contactless payments, and in accordance with regulations, we will prompt you to enter your PIN, passcode or biometrics (as appropriate) from time to time.

4.14 You can check your Available Balance and Transaction history at any time by logging into your Account. In accordance with applicable laws and regulations, access to your Available Balance and Transaction history may require completion of additional security steps, implemented to keep your Account safe.

4.15 Your monthly Account statements are available in your Account.

4.16 In order to adhere to applicable laws and regulations, we may be required to take steps to restrict your Account. This can include limiting the amount you can spend or top up, and in some cases disabling all activity on your Account. Where possible, we will advise you of this in advance and provide instructions to ensure uninterrupted usage.

5 Topping up your Card

5.1 All top ups are subject to the following:

5.1.1 The minimum value of a top up on the Account is £20.00. We reserve the right to amend this amount at our discretion.

5.1.2 The Available Balance on a main card account cannot exceed £20,000.00; we reserve the right to apply reduced limits at our discretion. We also reserve the right to increase this limit. Until we have verified your identity in accordance with applicable laws and regulations, a reduced balance limit of £800.00 will be applied.

5.1.3 Fees apply to top ups. For further details please refer to clause 13.

5.2 The registered address of the card used to top up your Cashback card should match the registered address for your Cashback card. Where this is not the case you may be unable to top up your Card with a debit card that does not meet this criterion.

5.3 Any card used to top up your Cashback card may be stored on your UW Account and used in accordance with UW's terms and conditions and privacy notice.

5.4 You may request that we return your Available Balance to you. In these circumstances, we will attempt to return all or part of the Available Balance to you via a refund to the original card(s) used to top up.

5.5 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 in your Account. Where the discount at a Participating Retailer is subject to any specific terms or conditions, these are clearly indicated in your Account.

6.2 UW reserves the right to remove from, add to, or vary the list of Participating Retailers, the specific conditions associated with any Participating Retailer, and/or the savings that are offered with immediate effect and without prior notice. Any such changes will be posted in your Account as soon as is practicable and it is your responsibility to regularly check your Account 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 your Account immediately. In such a scenario, if you have earned Cashback in respect of a Transaction with that Participating Retailer and that Participating Retailer has not yet passed on the Cashback to UW, you will be treated as an unsecured creditor by the administrator/receiver and the quantity and timing of any Cashback that you receive will be subject

to the outcome of the administrative/receivership process. We do not accept any liability for paying Cashback in such circumstances.

6.3 The Cashback associated with the use of any Cards on your UW Account(s) will be calculated at the end of each calendar month and will be returned to you as a credit on your next UW monthly bill. We reserve the right to introduce alternative options for how you receive this cashback in the future.

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 Participating Retailer for part (or all) of the value of those purchases, then UW will place a charge on your next monthly bill equal to the amount of the Cashback you had previously been credited in respect of the items refunded. Should you not repay this amount within 14 days of the invoice falling due, UW reserves the right to take all steps necessary, including legal action, to recover any monies outstanding.

6.6 Cashback (Partner) is only paid in respect of purchases you have made with your Cashback card directly at a Participating Retailer, subject to any exclusions listed by the Participating Retailer in your Account. Cashback (Partner) will not be paid in respect of purchases you have made with a Participating Retailer using either a third party digital wallet and/or unsupported Digital Wallet.

6.7 If the value of your Cashback exceeds the total bill provided to you by UW in any month, the credit balance on your monthly bill will automatically be paid to your registered bank account. If UW does not have details of a valid bank account for you, then the net balance will remain as a credit on your UW account and you can deduct it from any future payment supplied to you by UW.

6.8 UW is responsible for the operation of the Cashback Programme. You acknowledge and agree that we shall have no liability to you for any delay in earning, or any failure to earn Cashback or any other loss that you might suffer under the Cashback Programme or the Programme Rules, including, but not limited to, delays in issuing your Card or as a result of restrictions applied to your account. You further acknowledge that retailers may not accurately track certain spend (for example, in loyalty and third party apps) and you may not receive Cashback on such spend.

6.9 You will also earn Cashback (Non-Partner), paid at 1% cashback on spend with non-Participating Retailers, subject to the maximum spends set out at clause 6.10. 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.

6.10 You are entitled to earn Cashback (Non-Partner) as follows:

6.10.1 If you have 1 live Bundle Service with UW, you will earn 1% on your first £500.00 of spend up to a maximum of £5.00 per month.

6.10.2 If you have 2 or 3 live Services with UW, you will earn 1% on your first £1000.00 of spend up to a maximum of £10.00 per month.

6.10.3 If you have 4+ live Bundle Services with UW, you will earn 1% on your first £1500.00 of spend up to a maximum of £15.00 per month.

6.11 Cashback (Non-Partner) is subject to fair-usage and UW will exclude at its sole discretion any Transactions:

i. that are deemed to be cash or like cash, e.g. Foreign exchange, eWallets, trading, cash withdrawals etc, or

- ii. that are non-retail financial transactions, e.g. mortgage payments, rent payments, loan payments, (general or life) insurance payments, pension or investment or savings payments and contributions, hire-purchase, PCP and lease finance etc, or
- iii. that are with any other utility, telecoms, insurance company or a competitor of UW, or
- iv. made using third party digital wallets and/or Digital Wallets not officially supported by the Cashback card, including (but not limited to) PayPal and Curve, or
- v. which are otherwise deemed inappropriate for the purposes of this benefit.

6.12 To earn Cashback (Non-Partner), you must be a UW customer with no outstanding amounts due and a minimum of at least 1 live service at point of billing. Please note that UW will contact you regarding any outstanding payment(s) before the next billing date.

6.13 Subject to clause 6.10 above, you will also earn Cashback (Non-Sterling), paid at 3% Cashback on all Transactions where a Foreign Exchange Fee applies. The amount that you can earn from Cashback (Non-Sterling) is unlimited. This excludes ATM withdrawals, where no Cashback will be earned.

6.14 For the avoidance of doubt, where a Transaction is eligible for multiple Cashback rates, e.g. Cashback (Non-Sterling); and/or Cashback (Partner); and/or Cashback (Non-Partner), the highest of these rates will be applied.

6.15 Where a transaction includes any amount of 'cashback' (also known as 'cash out'), received in physical currency alongside a purchase, Cashback will only be paid on the non-cash portion of the Transaction and not the cash withdrawn.

6.16. The UW Cashback card is a standalone Cashback product and is not designed to be used with other third-party 'card linked' cashback products. If you connect your Card(s) with a third-party cashback 'card linked' product, your Transactions will not be made available to the third party, and therefore would not be expected to earn Cashback via the third-party product.

7 Checking balance

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

8 Card expiry

8.1 The expiry date of your Card is indicated either within the App, or printed on your Card.

8.2 No Transactions will be authorised once your Card has expired. We reserve the right not to issue you with a replacement physical Prepaid Card if your expired Card has not been used in the eight weeks prior to the expiry date or if there is any money overdue on your UW account, or if you are no longer a customer of UW, or no longer have live services other than your Cashback card.

8.3 If you have not verified your identity within 18 months of us issuing your Card, then we will not permit any further funds to be added to your Account until your identity is verified.

9 Redeeming e-money

9.1 If you would like to redeem any unused funds before the expiry of the Card, you can do so via your Account.

- 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 cards used to load funds to your Account. If this is not possible, redemptions will be sent to the bank details used to pay your UW bill.
- 9.4 If we find that any additional withdrawals, fees or charges have been incurred on your Card following the processing of your redemption funds, then we shall send an itemised invoice to you and will require you to refund them within 14 days of receiving the invoice. Should you not repay this amount within 14 days of receiving an invoice from us then we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.
- 9.5 If your Account has had 90 continuous days without any Transactions, then we reserve the right to, at our sole discretion, either:
- 9.5.1 proactively redeem your funds, in line with clause 9.3; or
 - 9.5.2 terminate your Account in accordance with clause 16.4 on a minimum of 90 days notice to you.

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 any condition of 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 any 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 (please note that in the event that you breach this clause 10.3.3 your rights under clause 14 may no longer be effective under this Agreement); 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. Any such Transactions together with any fees and charges relating to it will be deducted from the Available Balance on your Card.

10.7 It is your responsibility to keep us updated of changes to your personal details, including your email address and mobile number. Failure to do so may result in us being unable to contact you regarding your Account, or to let you know about any changes to this Agreement.

10.8 You will be responsible for all losses, damages and costs incurred (including but not limited to legal professional costs) that we suffer as a result of or in connection with your fraudulence or negligence and/or in us taking action against you to enforce this Agreement. In the event a debit card issuer requests payment from UW in respect of any disputed top ups made to your Card, UW reserves the right to request the use of your Card is suspended, and to refuse to process any further top ups, until the disputed amount has been investigated. If after such investigation, it is found that the disputed top up was authorised by you, the use of your Card will remain suspended until full payment of the disputed amount is made by you to UW. If after such investigation it is found the disputed top up was made with a debit card that does not belong to you, UW reserves the right to suspend your Cashback card indefinitely.

Any payment made to a debit card issuer by UW in these circumstances shall constitute a debt due and payable by you to UW who shall be entitled to suspend any non-energy services they are supplying without further notice and/or take such other steps as they consider necessary to recover the payment including taking legal action.

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

10.10 Where a dispute arises due to items not arriving or not being as described, in the first instance you are required to contact the retailer to resolve the issue directly. If this is unsuccessful or not possible (e.g. the retailer goes into administration), we will raise a chargeback on your behalf to attempt to recover the funds.

10.11 For the avoidance of doubt, where a Transaction is authorised (e.g. verified using a One-Time Passcode or biometric approval), it will not be possible to dispute the Transaction as fraudulent, because it has been authorised by you. You are responsible for safeguarding your devices and securing them appropriately (e.g. with a secure PIN or biometric login).

11 Lost, damaged or stolen Cards

11.1 You should treat the e-money on your physical Card like cash in a wallet. If you lose your physical Card or it is stolen you may lose any e-money on it in just the same way as if you lost your wallet. You should ensure that any mobile device with Digital Wallet support and with a Card enrolled in it is appropriately secured using passcodes, passwords and/or biometric security.

11.2 As soon as you become aware of the loss, theft, fraud or any other risk of an unauthorised use of your Card, or if your Card is damaged or malfunctions, you must block your card via your Account and advise us as soon as possible. If you are unable to block your Card yourself, you should contact Customer Services immediately so that your Card can be blocked.

11.3 Subject to clauses 11.4 and 11.5 below you will be liable for a maximum of £35 of any loss that takes place prior to you contacting Customer Services.

11.4 Provided that you have notified us in accordance with clause 11.2 above and clause 11.5 does not apply, then you will not be liable for the losses that take place following the date and time on which you gave such notification to Customer Services. If there is an Available Balance remaining on your Card we will issue you a new Card and transfer the last Available Balance onto it (fees apply, please see clause 13). Alternatively, your Available Balance can be redeemed to you (fees apply, please see clause 13). If we replace the Card, the Card will be delivered to your home address (fees apply, please see clause 13).

11.5 In the event that we have reason to believe you have acted fraudulently or you have acted negligently or intentionally failed to notify us of the lost or stolen Card or you have failed to keep your Card or security information related to your Account safe or you have breached this Agreement, then you shall be liable for all losses incurred.

11.6 The Financial Services Compensation Scheme does not apply to this Account. No other compensation schemes exist to cover losses claimed in connection with the Account.

12 Transactions made in foreign currencies

12.1 If you make a Transaction in a currency other than in the Card Currency, the amount deducted from your Account will be converted to the Card Currency. We will use a rate set by Mastercard and changes to the exchange rate shall take effect immediately. The date Mastercard uses to calculate the relevant rate is the date when the Transaction is authorised. Exchange rates can fluctuate and they may change between the time a Transaction is made and the time it is deducted from your Available Balance. For any Transaction made in currency outside of the Card Currency you can find out the Mastercard exchange rate by visiting the Mastercard website. We will charge a Foreign Exchange Fee for all foreign currency Transactions (please see clause 13), and fully refund this fee as Cashback as set out at clause 6.12. You can find the rate applied to a Transaction (the Transaction Rate) by using the following link:

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

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

https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html

You can calculate the percentage difference with the following formula:

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

13 Fees and limits

13.1 Your Cards are subject to the following core fees:

| Core Fees | Tariff |
|-----------------------------|----------------------|
| Application Fee | £5.00 per Account |
| Monthly Management Fee | £3.00 per Account |
| Cash Machine Withdrawal Fee | £0.50 per withdrawal |

| | |
|--|--|
| Foreign Exchange Fee for Merchant Transactions | 3% of the Transaction amount (this is fully refunded as Cashback (Non-Sterling) on your UW Account bill, please see clause 6.11) |
| Foreign Exchange Fee for ATM Transactions | 3% of the Transaction amount |
| Replacement Card Fee (if lost, stolen or damaged) | £5.00 |
| Top up fee | Free (up to 5 per month), thereafter £0.35 per top up |
| Administrative fee (for cancelled or expired Cards with an Available Balance) | £5.00 per month or the Available Balance, whichever is lower (chargeable each month where Available Balance is greater than £0) |

13.2 Application and Replacement Card Fees will be added to your UW bill.

13.3 Monthly management fees are charged on your UW bill and apply from the month that your Card is issued, as agreed by you in your application for your UW Cashback card.

13.4 When upgrading to your first new Card (from the previous Programme), you will not be charged the Monthly management fee until you have activated the new Card or until we automatically cancel your old card and transfer your balance across.

13.5 Top up fees where applicable will be added to your next monthly bill.

13.6 We will deduct any other fees, taxes, or charges due from the Available Balance on your Card or charge these to your monthly bill. If there is no Available Balance on your Card, or fees, taxes or charges exceed the Available Balance, we shall send an invoice to you and will require you to refund us within 14 days of receiving the invoice. Should you not repay this amount within 14 days of the invoice falling due, we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

13.7 All Card fees are inclusive of VAT where applicable. VAT invoices will not be issued.

13.8 If there are any funds remaining on your Card after it has expired, and you have not requested a redemption, or not provided us with all necessary information to enable us to make the redemption, we reserve the right to levy an administration fee that will be deducted from your Available Balance (please see core fees and tariff at clause 13.1 above).

13.9 Your Account is subject to the following limits:

| Limit | Before you have verified your identity | After you have verified your identity |
|----------------------------------|---|--|
| Maximum balance | £800.00 | £20,000.00 |
| Maximum top up (daily) | £400.00 | £10,000.00 |
| Maximum top up (monthly) | £800.00 | £35,000.00 |
| Maximum top up (annually) | £2,000.00 | £420,000.00 |
| Minimum top up | £20.00 | £20.00 |
| Spend (daily) | £800.00 | £20,000.00 |
| Spend (monthly) | £800.00 | - |
| ATM Withdrawals (daily) | £20.00 | £250.00 |
| ATM Withdrawals (monthly) | £620.00 | £2,500.00 |

14 Unauthorised and incorrect Transactions

14.1 If you have reason to believe that a Transaction for which your Card was used is unauthorised by you or your additional Cardholder or has been posted to your Account in error, then at your request we will examine your Account and the circumstances of the Transaction. We strongly recommend that you check your Transaction statement on a regular basis and notify us by contacting Customer Services as soon as possible, but in any event, within 13 months of the date of the relevant Transaction. We may require you to liaise with appropriate authorities with respect to the unauthorised Transaction.

14.2 We will by the end of the next Working Day refund the unauthorised Transaction including any fees and restore your Account to the position it would have been in if the unauthorised Transaction had not taken place, unless we have reasonable grounds to suspect fraudulent behaviour (as noted at clause 14.3).

14.3 We are not obliged to refund the unauthorised sums to you if we have reasonable grounds to suspect you have acted fraudulently and we may notify the police or any other authority permitted by law. If we don't provide a refund by the end of the next Working Day but subsequently confirm that the Transaction was unauthorised, we will refund the sums to you as soon as we can.

14.4 We will have no further liability to you once we have refunded the unauthorised sums to you. If we subsequently discover that you were not entitled to a refund, we shall treat the refund as a mistake and be entitled to reapply the Transaction, including any fees, to your Account.

14.5 You will be liable for all Transactions made from your Account if you or any additional cardholder have acted fraudulently or deliberately or negligently failed to keep your Card and Card security information safe in accordance with this Agreement, or where you have failed to notify us without undue delay on becoming aware that your Card, or security information related to your Card has been lost or stolen.

14.6 You will not be liable for unauthorised Transactions from your Account after you have told us that your Card or Card security information has been lost, stolen or compromised.

14.7 Where you have agreed that another person in the EEA can take a payment from your Account (e.g. if you have given your Card details to a retailer for the purpose of making a payment for renting a car or booking a hotel room), you can ask us to refund a payment, which we will refund to you if all the following conditions are satisfied that:

14.7.1 The authorisation given by you did not specify the exact amount to be paid;

14.7.2 The amount that has been charged to your Account was more than you could reasonably have expected to pay based on the circumstances including previous spending patterns; and

14.7.3 You made the request for refund within eight weeks of the date when the payment was taken from your Account.

14.8 We may ask you to provide information as is reasonably necessary to verify that conditions set out at clause 14.7 are satisfied.

14.9 If you ask us to make a refund under clause 14.7 then, within 10 working days of the date we receive your request (or if we ask for more information from you under clause 14.8, within 10 working days of the date we receive that information) we will either:

14.9.1 Refund the payment in full; or

14.9.2 Inform you of the reasons as to why we cannot agree to the refund.

14.10 You will not be entitled to a refund under clause 14.7 if:

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

15 Variation

- 15.1 We may change this Agreement, including charges, fees and limits, at any time by providing you with at least 2 months prior notice by email or any other method of communication (provided we hold an email address for you) 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 clauses 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 in the event that any of the following happen:
- 15.3.1 We make a change because a change in law or regulation says that we have to by a particular date, and there isn't time to give you notice.
- 15.3.2 We make a change that is entirely to your benefit.
- 15.4 If any part of this Agreement is inconsistent with any regulatory requirements, the regulatory requirements will supersede. If we need to make operational changes before we can fully comply with the new regulatory requirements, we will make those changes as soon as possible. We will update our terms and conditions to reflect the new regulatory requirements.

16 Cancellation

16.1 You may cancel your Card up to 30 calendar days after the date of sign up (“cancellation period”), by contacting UW Customer Services. This does not apply to replacement Cards where the cancellation period for the original Card has expired. Upon cancellation, we will refund to you, within 30 days, the application fee and any Available Balance on your Card. You will need to pay us for the services provided to you and/or used by you prior to the date your cancellation request is received and processed by us. If you want to, you can use the cancellation [form here](#).

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 (please see clause 13).

16.3 If you terminate your Card and redeem all the Available Balance, this Agreement will terminate.

Termination or suspension

16.4 If either us or you decide to cancel your Account:

16.4.1 We will instruct our processor to decline to authorise any future transactions;

16.4.2 We will disable the ability for you to top up the balance;

16.4.3 We will attempt to return any Available Balance to you via a refund to the original card(s) used to top up;

16.4.4 In the event we are unable to return your Available Balance to you, we reserve the right to charge you an administrative fee as set out in clause 13 which will be deducted from the Available Balance each month until there is no longer a balance on the Card.

16.5 If you cancel one of your Cards, but still have a live Card remaining:

16.5.1 We will instruct our processor to decline to authorise any future transactions in relation to the specific Card that was cancelled.

16.6 Upon reasonable request by UW we can terminate this Agreement at any time provided that:

16.6.1 We give you 90 days prior notice by email or any other method of communication (provided we hold an email address for you) and refund the Available Balance to you without charge; or

16.6.2 With immediate effect if you have breached this Agreement, or if we have reason to believe that you have used, or intend to use the Card in a negligent manner or for fraudulent or other unlawful purposes or if we can no longer process your Transactions due to the actions of third parties.

16.7 We can suspend, block or cancel your Card and/or Account at any time with immediate effect (and until your default or breach of this Agreement has been remedied or this Agreement is terminated) if:

16.7.1 We discover that any of the information that you provided to us when you applied for your Card was incorrect.

16.7.2 We reasonably believe that you have used or are intending to use the Card in breach of clause 4.10.

16.7.3 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 negligent manner or for fraudulent or other unlawful purposes or if we cannot process your Transaction due to the actions of third parties.

16.7.4 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.

16.8 We reserve the right to cancel your Card and/or Account where you are no longer a UW customer, or no longer have any other live paid-for UW Services. In the event that we cancel your Card and/or Account, we will follow the process set out at clause 16.4.

16.9 We may suspend your right to use your Card or refuse a Transaction where we are required to do so by law or to comply with any regulatory requirement.

16.10 In the event that we do suspend or cancel your Card then if we are able to do so, we will tell you in advance otherwise we will let you know immediately afterwards. We may advise anyone involved in the Transaction if a suspension has taken place.

16.11 You can terminate this Agreement at any time by contacting Customer Services. You will be charged the £3 monthly fee in the month of cancellation if you cancel after the day on which UW produces your bill for that month.

16.12 In the event that any additional fees and/or charges are found to have been incurred on your Card following termination by either you or us, you shall refund UW any sums which relate to a withdrawal on the Card or fees and/or charges validly applied whether before or after termination. UW shall send an invoice to you and will require you to repay them within 14 days. Should you not repay this amount within 14 days of receiving an invoice from UW, they reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

17 Our liability

17.1 Our liability in connection with this Agreement for whatever reason (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall be subject to the following exclusions and limitations:

17.1.1 We shall not be liable for us breaking a term of this Agreement or any default whether resulting directly or indirectly from any cause beyond our control, including but not limited to lack of funds, and/or failure of network services and data processing systems;

17.1.2 We shall not be liable for any loss of profits, loss of business, or any losses or damages that are not a direct consequence of the event which led to your claim;

17.1.3 Where the Card is faulty due to our default, our liability shall be limited to replacement of the Card;

17.1.4 Where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount;

17.1.5 In the unlikely event that sums are deducted from your Available Balance but you did not authorise such deduction in accordance with this Agreement then our liability shall be set out at clause 14.

17.1.6 We shall not be liable for any Cashback you do not receive as a result of any Participating Retailer deciding to cancel their participation or changing the terms and

conditions or level of benefits available nor have any liability to you under the Programme whatsoever.

17.1.7 We shall not be liable for any Cashback you do not receive as a result of your being unable to use your Card for any reason at any Participating Retailer; and

17.1.8 In all other circumstances where we are in default, our liability will be limited to redemption of the Available Balance remaining on your Card.

17.2 Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence, misrepresentation or fraud.

17.3 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

17.4 The above exclusions and limitations set out in this clause 17 shall apply to any liability of our affiliates, UW, Mastercard or other suppliers, contractors, agents or distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement.

17.5 In the event of fraud or a security threat posed to your Card or Account, we may use SMS, telephone, post, and/or email to contact you. We may ask you to verify your identity for security purposes.

18 Your information

18.1 UW will use your personal data in accordance with [UW's Privacy Notice](#). Issuer will use your personal data information in accordance with [Issuer's Privacy Notice](#). Our Privacy Notices set out how we process your personal data generally and tell you how you can exercise your privacy rights. This Agreement explains in more detail how your personal data will be used in connection with your Card and in order to provide payment services to you.

18.2 Certain personal data you provide to us and our affiliates will be necessary for us to provide you with the Card and the services under this Agreement. You must notify UW immediately of any change to personal data. If we discover that the information we hold about you is incorrect, we may have to suspend or cancel your Card until we can establish the correct information, in order to protect us both.

18.3 To comply with anti-money laundering regulations, we may request evidence of identity from you at any time and may use an ID verification agency (whose names and addresses will be provided to you on request) both prior to and following issue of your Card for this purpose and who will add details to your records of our request for a search.

18.4 You acknowledge that we can use your personal data to provide payment services to you under this Agreement, and to review, develop, provide and improve our products and services. We will provide your personal data to our partners, affiliates, agents, distributors, suppliers and to Mastercard and its affiliates to operate the payment services and for their statistical research and analytical purposes. Some of those parties may be outside of the UK and in such circumstances, we shall ensure that the transfer of personal data shall be carried out in compliance with data protection laws.

18.5 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 data about who you make payments to. You should note that we have no control over how an Authorised Account Information Service Provider will use your information. Except to the extent provided by law, we will not be liable for any damages or losses that are attributable to or arising from your appointment of the

Authorised Account Information Service Provider and/or the Authorised Account Information Service Provider's actions including accessing, obtaining, storing, or using your Account information.

18.6 If we believe that you have been involved in any fraudulent, unlawful or unauthorised activity then we may disclose this information to third parties in order to report and investigate such activity.

18.7 You may contact us at privacy@uw.co.uk to exercise your data subject rights (including to object to the use of, request restriction of the use of, or erasure of your personal data), 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 Complaints procedure

19.1 Complaints regarding any element of the service provided by UW should be notified to us directly by phone to our customer services team or sent in writing to cashbackcard@uw.co.uk or UW, Network HQ, 508 Edgware Road, The Hyde, London, NW9 5AB

19.2 All complaints will be subject to our complaints procedure which can be found here: <https://uw.co.uk/help/making-a-complaint> If we receive a complaint from you, a copy of our complaints procedure will also be sent to you automatically.

19.3 We will endeavour to resolve your complaint within the required 35 working day period. In the unlikely event that we are unable to do this, we will inform you of the reason why.

19.4 If we fail to resolve your complaint to your satisfaction you may refer to an independent ombudsman by sending a request to the Financial and Ombudsman Service. More information can be found at <https://www.financial-ombudsman.org.uk>

19.5 **You have the right to refer your complaint to the Financial Ombudsman Service free of charge but you must do so within six months of the date of our final response letter.**

20 General

20.1 Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

20.2 If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

20.3 You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the only party to this Agreement with us. You will remain liable until all Cards issued under this Agreement are cancelled or have expired and all sums due under this Agreement have been paid by you in full. We may transfer or novate our rights, benefits, and obligations at any time without prior written notice to you or consent from you. We may subcontract any of our obligations under this Agreement. Your rights will not be affected as a result of such transfer or subcontracting arrangement.

20.4 No third party who is not a party to this Agreement has a right to enforce any of the provisions of this Agreement, save that the UW, Mastercard and their respective affiliates may enforce any provision of this Agreement which confers a benefit or a right upon them and a person specified in clause 18.4 may enforce clause 18.

20.5 If you remain a customer of UW but do not have a valid direct debit with us, we will not be able to automatically pay any net credit balance(s) on your monthly bill(s) arising from Cashback which you have received. Where a credit balance has arisen on a UW Account wholly or mainly as a result of Cashback credited to the account, you will need to set up a valid Direct Debit to receive the Cashback.

20.6 You can obtain a copy of this Agreement at any time by visiting the Website.

20.7 This Agreement is governed by English law and you agree to the exclusive jurisdiction of the courts of England and Wales.


21 Contacting customer services

21.1 If you need assistance, you can contact Customer Services by:

21.1.1 Calling **0333 777 0 777** during the opening hours listed on the Website.

21.1.2 Sending an email to cashbackcard@uw.co.uk

21.1.3 Writing to UW Cashback Card, Network HQ, 508 Edgware Road, The Hyde, London, NW9 5AB.



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

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

 Utility
Warehouse