

# TERMS AND CONDITIONS

The following Terms and Conditions apply to a reloadable prepaid Card which can be used for the purchase of goods and services where the MasterCard® acceptance mark is shown.

## CONTACT INFORMATION

Contact APS Financial Limited (“AFL”) or Advanced Payment Solutions Limited (“APS”) (“We”, “Us” or “Our”) by: **Web:** see the web address printed on the reverse of i) where applicable, the temporary Card (“ATM Card”) you receive from an outlet (“Retail Outlet”) which sells the permanent Prepaid MasterCard Card (“Card”) issued to run the prepaid account established by us in your name (“Account”), ii) the Card, or iii) in the brochure provided with either your ATM Card or Card. **Post:** Customer Services, PO Box 466, Salford, M50 2XU. **Telephone:** using the telephone number provided on i) the letter you receive when you apply online and opt to pay at the Post Office (if applicable), ii) the letter provided with your Card, iii) the brochure provided with your Card or the website. Calls to a 0871 number will be charged at 10p per minute from BT landlines. Calls will be charged to the nearest second and may be recorded. Calls from other networks or from outside the UK may cost more. Please contact your service provider for details. For information regarding balance, last transactions or Account status only Text to 07797 800601. Each text costs your usual network tariff plus 25p which will be charged to your mobile phone.

## 1. FEES AND CHARGES

1.1 All Fees and Charges relating to the Card are detailed in the Fees Summary within these Terms and Conditions. By applying for your Card you agree to pay all applicable fees you may incur whilst using your Account.

## 2. APPLYING FOR A CARD

2.1 To apply for a Card you must be resident in the UK and at least 18 years old. Additional cardholders must be at least 13 years old.  
2.2 To open your Account you will need to pay the relevant Card issue fee, and where applicable, the first monthly fee. No Card issue fee applies to a Registration Pack (“Pack”) purchased at a retailer which will contain a Registration Code that must be provided online to complete the Account opening process.  
2.3 PO and mail box addresses are unacceptable. If an Account is opened using such an address it will be blocked without reference to you.  
2.4 By applying for your Account you are agreeing to these Terms and Conditions.

## 3. ACCOUNTS LIMITS AND USAGE

3.1 Cards will be issued with access to three different levels of benefit; Total Access, Payroll Access and Express Access. We reserve the right to restrict cardholders to one Express Access Account (Sterling, Euro or Dollar). For details see Clause 3.2.

| 3.2  | Express Access <sup>1</sup> | Payroll Access <sup>2</sup> | Total Access <sup>3</sup> |
|--|-----------------------------|-----------------------------|---------------------------|
| Maximum Balance                            | £2,000                      | £5,000 <sup>4</sup>         | £5,000 <sup>4</sup>       |
| Maximum Top-up                             | £2,000                      | £5,000 <sup>4</sup>         | £5,000 <sup>4</sup>       |
| Maximum Annual Top-up/Spend                | £2,000                      | Unlimited                   | Unlimited                 |
| Maximum Spend per transaction              | £800                        | Available Balance           | Available Balance         |
| Maximum ATM withdrawals per day            | £250                        | £500                        | £500                      |
| Maximum Annual ATM spend                   | £800 <sup>5</sup>           | Unlimited                   | Unlimited                 |
| Maximum Additional cards                   | Not allowed                 | Not allowed                 | Four                      |
| Top-up – Bank transfer                     | Not allowed                 | Not allowed                 | Allowed                   |
| Top-up – Wages                             | Not allowed                 | Allowed                     | Allowed                   |
| Top-up – Post Office, other Retail Outlets | Allowed                     | Not allowed                 | Allowed                   |

1 Express Access customers can get Total Access by providing proof of their ID and Address

2 Payroll Access customers can get Total Access by providing proof of their ID and Address

3 Total Access customers have full use of all the features of their card immediately

4 Higher limits may be made available at card issuer AFL's sole discretion

5 The £800 limit includes quasi-cash purchases – see Clause 3.4

## 3.3 Funds in your Account will not earn interest.

3.4 Quasi-cash purchases include merchandise and services provided by financial institutions such as travellers cheques, foreign currency, loan fees and counselling fees.

3.5 If you have opted to have access to cash withdrawal facilities (see Clause 3.2), you can use your Card with your personal identification number (“PIN”) to withdraw cash from ATMs and at bank counters. A withdrawal fee will apply (see Fees Summary).

3.6 We reserve the right to i) block, ii) decline or iii) apply special security procedures in respect of transactions, by category, location or merchant, where fraud is suspected or in the event of other exceptional circumstances.

3.7 If you wish to use your Card for pay-at-the-pump fuel you must contact Customer Services who will advise whether this facility is available to you. Your Card can only be used for car hire when you have been advised the facility is available through your Members' Area.

3.8 Total Access Prepaid MasterCard Cards require a minimum cumulative annual load of £150. If you do not meet the minimum load we may not issue you with a replacement Prepaid MasterCard Card.

3.9 If you wish to find out details of transactions on or information about or view/amend features of your Account you can do so 24/7 via the Members' Area of the website.

3.10 Payments using your Card will be made in line with the MasterCard system. Where applicable the exchange rate will be the wholesale rate applied by MasterCard adjusted by a percentage set from time to time by the Issuer (see Fees Summary).

3.11 Any refunds for goods and services purchased with your Card will be made in accordance with the refund policy of the provider.

3.12 We reserve the right to require you and any additional cardholders to register for, and use the enhanced online transaction security system referred to as MasterCard SecureCode.

3.13 If a direct debit payment falls due and the Account has insufficient funds available to cover the full payment, the payment will be declined and AFL reserves the right to have the instruction to pay removed from your Account. In this event, the instruction will only be reinstated on receipt of a new mandate from the originator.

## 4. KEEPING YOUR CARD, PIN AND PACK SAFE

4.1 Using your Card and the unique PIN which we provide to you to authorise transactions and to withdraw cash from an ATM will be the primary way for you to take money out of your Account. Once your PIN has been accepted the transaction or withdrawal cannot be cancelled.

4.2 Keep your PIN safe, by memorising it, never disclosing it to anyone, or by letting anyone see you enter it. We recommend you do not write it down.

4.3 If you suspect that someone else knows your PIN, change it as soon as possible.

4.4 Keep your Card safe at all times. Never give it to anyone.

4.5 We are unable to replace a Pack once issued. Where applicable, you are therefore recommended to treat it like cash and register your Pack as soon as possible after purchase.

## 5. REPORTING LOST AND STOLEN CARDS (Not Applicable to Packs – See Clause 4.5)

5.1 If your Card is lost, stolen or you suspect it is being used in an unauthorised manner call us immediately using the telephone number provided. We will take immediate action to protect the money in your Account.

5.2 If there is money in your Account we will cancel your Card and issue a new Card to your current address within 7 days (see Fees Summary).

## 6. REPORTING TRANSACTION DISPUTES

6.1 For information on reporting transaction disputes see the website.

6.2 If you believe that any of the transactions on your Account were unauthorised or incorrectly posted to your Account, you must notify us as soon as you become aware but not later than 13 months of the date of the debit. If the transaction in dispute is one where the exact amount of the transaction was unknown at the time of authorisation (e.g. car hire) the dispute must be advised to us within 8 weeks of the date of the debit after which your right to challenge a payment will expire. In all instances we will attempt to assist you with any qualifying dispute under the MasterCard scheme regulations.

6.3 Unless we have reason to suspect fraud, or deliberate or grossly negligent behaviour on your part we will refund the amount of the transaction. We will require your written confirmation of the disputed transaction on a form that we will provide you. If i) written confirmation is not received or ii) a refund is made in respect of a transaction that later turns out to be genuine, we will re-deduct the amount of the transaction from your Account plus, in the event of ii) only, we will charge you a fee of £20.00.

6.4 If our investigations show that there have been unauthorised or incorrectly executed transactions on your Account then so long as your claim is made within the time limits specified in 6.2 you will not be liable for these sums.

## 7. ADVISING CHANGES OF NAME, ADDRESS OR CONTACT DETAILS

7.1 If you or an additional cardholder change name, address or contact details such as telephone numbers or email addresses you must notify us within 14 days. Changes made to your Account will automatically be updated to any linked Account and vice versa.

## 8. WHAT HAPPENS WHEN YOUR CARD EXPIRES?

8.1 We may automatically renew your Card on the same pricing plan as the expiring Card unless requested otherwise.

8.2 The Card issue fee (see Fees Summary) will be charged on or shortly after the date of issue of your replacement Card.

## 9. PROTECTING YOUR PERSONAL DATA

9.1 We are the data controller of personal data given to us in connection with your Account and that we collect for marketing purposes. We may use third parties to process personal data on our behalf.

9.2 We will process and retain personal data in order to open, administer and run your Account and to deal with any enquiries you have about it.

9.3 If we suspect that we have been given false or inaccurate information, we may record our suspicion together with any other relevant information.

9.4 If false or inaccurate information is provided and fraud is identified, we may pass details to Fraud Prevention Agencies (“FPAs”) to prevent fraud and money laundering.

9.5 We may check all personal information given by you with FPAs and other organisations, and we may get information about you from credit reference agencies to verify your identity. A record of such enquiries may be left on your file.

9.6 If your Account balance becomes negative and you do not pay back the money owed when asked we may provide information about you to credit reference agencies.

9.7 Personal data may also be transferred confidentially to other organisations within the APS group of companies and to third parties so that we can run your Account.

9.8 If, when you apply for your Card, you opt in to receiving marketing information via email/mobile phone &/or do not opt out of receiving marketing by telephone or mail we and third parties, with whom we may share personal data, may from time to time contact you with details of products and services we think may be of interest to you. If you do not want us to share personal data or to receive such communications please advise Customer Services.

9.9 We reserve the right to process data in countries outside the European Union, including the United States of America.

9.10 If you've taken out a payroll Account through your employer we will need authorisation as part of your application to provide the following information; your title, first name, surname, full postal address and date of birth to your employer through whom you obtained your Card.

## 10. WHO IS RUNNING MY CARD ACCOUNT?

10.1 Your Card is issued by AFL who is authorised by the Financial Services Authority under the Electronic Money Regulations 2011 for the issuing of electronic money [www.fsa.gov.uk/register/2EMD/2EMD\\_MasterRegister.html](http://www.fsa.gov.uk/register/2EMD/2EMD_MasterRegister.html) Reference 900002. Your Account will be operated by APS on AFL's behalf. APS and AFL's Company Numbers are 04947027 & 06029941. Their registered offices are situated at 6th Floor, One London Wall, London, EC2Y 5EB.

## 11. WHAT LAW APPLIES?

11.1 English law applies to these Terms and Conditions and English courts will deal with any legal proceedings between us. All dealings will be in English.

## 12. RIGHTS AND OBLIGATIONS

12.1 This agreement remains in force until and unless cancelled in accordance with Clauses 12.2(i), 12.2(ii) or 12.4(i) below. In the event of closure under 12.2(ii) or 12.4(i) any advance payment you have made in respect of any Card service charges will be returned to you on a pro-rata basis.

12.2 You have the right to;

i) withdraw from this agreement without cause and without penalty for a period of 14 days from a) the date on which you open your Account by paying your Card issue fee and, if applicable, your first monthly fee or, for telephone sales b) the date on which you receive these Terms and Conditions, or, if you have purchased a Registration Pack c) the date on which you register (“Account Opening Date”). To do this you must write to Customer Services enclosing proof of purchase (if you bought a Pack) or if a Card has been issued, return the Card, cut in half.

ii) close your Account at any other time. To do this you must write to Customer Services and return the Card cut in half. Note: following receipt of your Card(s) we will wait 10 days for transactions to be processed. Once all transactions and fees have been deducted, any balance on your Account will be returned to you subject to you having provided satisfactory confirmation of your identity and address (where applicable). As this process may take up to 30 days you may prefer to withdraw funds by ATM or by making purchases at a MasterCard outlet. A cancellation fee will apply (see Fees Summary) unless i) the cancellation occurs 12 months or more after opening your Account, ii) we have terminated your right to use the Card or iii) following a change in these Terms and Conditions which would leave you disadvantaged.

iii) know more about the information we pass to third parties or that held by FPAs, or to obtain a list of the third parties with whom we share information.

iv) receive, subject to payment of a fee, details of the personal data we hold about you.

v) receive a copy of these Terms and Conditions at any time.

vi) contact the Financial Ombudsman Service at: **Address:** South Quay Plaza, 183 Marsh Wall, London, E14 9SR; **Telephone:** 0845 080 1800; **E-mail:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk), if we are unable to resolve any complaint through our internal complaints procedure. A copy of our complaints procedure is available on request.

12.3 It is your responsibility to make additional cardholders aware of these Terms and Conditions and of the Terms and Conditions relating to MasterCard SecureCode. Please note: Additional cardholders will have access to statement information only via the automated telephone service, and subject to your agreement, via the Members' Area.

12.4 We have the right to;

i) refuse to issue/reissue or activate a Card and, subject to giving you 60 days notice, the right to terminate a Card that has been issued.

ii) decline top-ups and transactions, and

iii) subject to 60 days notice change the Account Limits (see Clause 3.2)

iv) levy any fees due on any foreign currency Card Account to a linked Cashplus Card where insufficient funds exist in the foreign currency Card Account to pay them.

v) offset any debt incurred on any foreign currency Card Account to a linked Cashplus Card Account.

12.5 You must not spend more than you have on your Account. Any attempt to do so may result in us taking criminal and/or civil action against you.

12.6 These Terms and Conditions will continue notwithstanding any action we take in respect of Clauses 12.4 & 12.5.

## 13. LIABILITY

13.1 If something which we are not reasonably able to control, including but not limited to defects relating to the Card or the Pack, stops or delays us from doing something we are supposed to do under these Terms and Conditions, we will not be responsible for any loss which you may suffer.

13.2 If you are affected by something which is our fault, including the inability to use your Card due to necessary operational maintenance we will only be responsible for the loss you suffer as a direct result up to a maximum of the balance on your Account, subject to this not exceeding £50,000 and not for any other loss (for example, loss of reputation).

13.3 Provided you have not acted fraudulently or without reasonable care, your maximum liability for any transactions or fees incurred on your Account if someone else uses your Card before you report it lost or stolen will be £50.00.

13.4 You will be responsible for i) any unauthorised activity if you act fraudulently or without necessary care and ii) any loss or fraud that results directly from your failure to advise us promptly of any name, address or contact details changes.

13.5 You will be responsible for the use of any additional cards and for any applicable fees or charges that the additional cardholders may incur. You can cancel the use of an additional card on your Account at any time by contacting Customer Services.

13.6 In the event that you do not use your Card in accordance with these Terms and Conditions or we find that you are using the Card fraudulently we reserve the right to charge you for any reasonable costs that we incur in taking action to stop you using this Card and to recover any monies owed as a result of your activities.

13.7 We accept no responsibility or liability for the goods or services that you purchase with your Card or for any product or service discounts arising from the purchase of your Card.

13.8 We accept no responsibility or liability for a merchant refusing to honour a transaction on your Card or failing to cancel an authorisation.

13.9 The Financial Services Compensation Scheme is not applicable for this Card. No other compensation schemes exist to cover losses claimed in connection with this Card. This means that if in the unlikely event that AFL becomes insolvent your funds may become valueless and unusable and as a result you may lose your money.

13.10 The funds on your Account are held in trust by Royal Bank of Scotland, 5-10 Great Tower Street, London, EC3P 3HX.

13.11 If you purchase your Card using a debit card and your Account balance subsequently becomes negative you authorise us to claim the amount of the negative balance from your debit card.

## 14. HOW WILL YOU KNOW ABOUT ANY CHANGES TO THESE TERMS AND CONDITIONS?

14.1 Changes to these Terms and Conditions including changes to the figures in the Fees Summary and Clause 3.2 will be posted on the Members' Area. Except in exceptional circumstances, e.g. customer fraud or a security breach, we will give you 60 days notice of any material change. Changes will be deemed to have been accepted unless you notify us to the contrary.

## FEES SUMMARY

|  | Activeplus            | Flexiplus             |
|--|-----------------------|-----------------------|
| Account fee – charged only in months where there is a positive balance <sup>1</sup>  | £5.95 per month       | N/A                   |
| UK purchase transactions in Sterling (£)   | FREE & unlimited      | up to £1.50 each      |
| Electronic payment fee (Direct Debit <sup>5</sup> , Payments and Transfers)  | FREE                  | up to £1.50 each      |
| Card issue fee (new, additional <sup>2</sup> & replacement)  | up to £9.95           | up to £9.95           |
| Top up by cash <sup>3</sup>  | FREE                  | up to £1.50 each      |
| Top up electronically (including bank transfer and wages payment)  | FREE                  | up to £1.50 each      |
| Online account management – 24/7   | FREE                  | FREE                  |
| ATM withdrawals UK (Non UK) <sup>3</sup>   | up to £1.50 (£3.00)   | up to £1.50 (£3.00)   |
| Cash withdrawals at bank or quasi-cash purchases <sup>3</sup>  | £3.00                 | £3.00                 |
| Cancellation fee where applicable (for refund of cash value in the Account)  | £10.00                | £10.00                |
| Account maintenance (only applies if Account has no transactions including top-ups for a period of 120 days from date of last transaction) | Up to £4.95 per month | Up to £4.95 per month |
| Foreign transaction fee as % of amount withdrawn/spent <sup>4</sup>  | 2.99%                 | 2.99%                 |

1 This fee applies from when you first top up your account and thereafter you only pay when you have a balance. And your monthly fee is charged on the same day each month as you activated your account.

2 Only available to customers with Total Access.

3 Some financial institutions or associations, or top-up outlets may charge additional fees. Please check at the time you withdraw or top-up your Account.

4 Transactions in a currency other than pounds sterling will be converted to pounds at the exchange rate applicable at the time (see Clause 3.10).

5 A maximum of 5 Direct Debits will be charged in a calendar month