

**These are the terms and conditions for your ICE Clear+ Prepaid Mastercard® card. They will help explain how your card works and other important things you need to know. Please keep this document safe in case you need to refer to it. You can ask us for a copy of this agreement at any time, and you can also find the latest copy on the website.**

## **1. Your contract with us**

These terms and conditions form the agreement between us, Wirecard Card Solutions Limited (Company Registration No. 07875693), 3rd Floor, Grainger Chambers, 3-5 Hood Street, Newcastle upon Tyne, NE1 6JQ), and you. Our agreement with you starts when you get confirmation of your card purchase. We are authorised and regulated in the UK by the Financial Conduct Authority to issue e-money (Firm Reference Number: 900051).

Our programme manager, Mastercard Prepaid Management Services Limited (Card Services), services the card for us. We may also use third parties to sell or service our cards from physical locations. When we use the word “store”, we mean any participating store of that third party’s business in the country where you bought the card.

**Important information:** As the card is an e-money product, it is not covered by the Financial Services Compensation Scheme. In the unlikely event that we become insolvent or go out of business, your funds may become valueless and unusable, and as a result you may lose your money. Your money is however safeguarded at a UK credit institution where it is ring-fenced and designated as customer funds.

## **2. Your card**

Your card is a reloadable prepaid card and you can load multiple currencies on one card. When we use the word “card”, we mean any plastic card (or cards) or any alternative to a plastic card, such as a virtual card, or any other device such as a wristband that we provide you with to make transactions.

**The services described in this agreement may not always be offered, depending on the card you have, where you bought it and whether a specific service is available. You can find out more on the services available (for example where to top up the card or get your money back) in the card pack, on the website, or by calling us.**

**We cannot accept top-ups from a third party - only you can top up your card.**

**Buying a card.** You must be 18 years old and a UK resident, and you will need to prove this. We may also need to carry out electronic checks to confirm this. The card is for your use only, no one else.

**Buying an additional card.** You can ask for an extra card when you buy your card if this service is available. Don’t give the extra card to anyone else: it is only for you to use as a backup in case your original card is damaged, lost or stolen.

**Using the card.** You can use your card to buy goods and services (for example at shops, restaurants and online), and to withdraw cash at cash machines.

**Prohibited use. Restricted countries.** There are a number of countries and regions where the use of the card is currently prohibited. If you attempt to withdraw cash from a cash machine, or use your card in a shop to buy goods or services in any of these countries or regions, your request will be declined. Visit the website for a list of countries and regions with restrictions.

### 3. Fees and limits

The fees that apply to your card or to the services are as follows.

Categories	Fees	How much?	The explanation
Getting started/adding money	Load/Top-up fee – foreign currency wallets	Free	Fee charged when you top up regardless of payment method. Like a commission fee.
	Load/Top-up fee – Pound Sterling wallet	2%	
	Additional card fee	Free	No fee for getting a backup card, where available
	Currency transfer fee	Free	No fee for moving money between wallets. Foreign exchange rate applies, varies each day
Spend money/get cash	Fee for paying with the card	Free	No fee for paying with your card, whether at retailers or online. Some retailers may charge their own fee
	Fee for cash machine withdrawals	Free	No fee for withdrawing cash at a cash machine. Some operators may charge their own fee
Get your money back	Cash out fee at a store	Please check in store	Fee for cashing out your card before the card expires, or after a period of 12 months after the expiry date
	Cash out fee by calling Card Services	£6.00	

Other	Inactivity fee	£2.00 per month	Fee charged after a 12-month period of you not using your card (either by topping up your card, paying for transactions or withdrawing money), including after your card has expired. No fee if you have a zero balance
	Foreign exchange fee	5.75%	Fee for using your card for a transaction in a currency which is not available on your card or you don't have enough balance in the transaction currency and the rest is taken from another currency wallet
	Shortfall fee	£10.00 (or currency equivalent)	Fee charged if a payment takes your balance below zero
Our Services	Replacement card fee	Free	Free service to send you a new plastic card whilst you are away if you lose your card, or it is stolen or damaged, where this service is available

### Foreign exchange transactions – How do they work?

There are some instances when a foreign exchange rate applies even though your card has foreign currencies on it. When we talk about “usual wallet order” in the table below, we mean that if you don't have enough of the relevant currency on your card to cover your transaction, the card will automatically select the next available currency wallet to make a payment, in the following order: Pound Sterling, Euros, US Dollars, Australian Dollars, Canadian Dollars, New Zealand Dollars, South African Rand, Turkish Lira, Swiss Francs and Emirati Dirhams.

Foreign exchange rates can fluctuate and the rate that applies one day will not necessarily be the same on any other day. They may also change between the time you make a transaction and the time it is processed and billed to your card. Your card is a Mastercard card; where we refer to a Mastercard foreign exchange rate, this is the rate set by Mastercard and may vary throughout the day. More details about the exchange rate that Mastercard applies can be found at: <https://www.Mastercard.co.uk/en-gb/consumers/get-support/convert-currency.html>

Categories	What	Why	How/Which exchange rate?
Getting started/adding money	Load/Top up at a store	You will make a payment in Pound Sterling, and we'll convert that amount into any of the available currencies of your choice	Ask the store before you top up the card.
	Load/Top up by phone, online or via the mobile app		We'll tell you the exchange rate before you top up a card with us
	Top up by bank transfer	You will make a payment in Pound Sterling, and we'll convert that amount into the currency that is set in My Account. Check the website for instructions on how to top up with internet or telephone banking	We can only tell you the exchange rate after you have sent the payment from your bank account and we have received it. The foreign exchange rate applicable on the date you request the top-up may not be the same by the time we receive your payment from your bank. This is because it can take up to 5 working days for your bank to transfer the funds to us
	Moving money between currency wallets	You will move money from one currency wallet to another	We'll tell you the applicable exchange rate before you move your money between currency wallets

Categories	What	Why	How/Which exchange rate?
Spend money/get cash	Using your card to buy goods and services (for example at shops, restaurants and online), and to withdraw cash at cash machines	You are paying in a currency different to the available currencies on the card  or  you don't have enough of the currency available on the card to pay	We'll convert the amount into the next available currency on the card in the usual wallet order.  The foreign exchange rate used is the rate determined by Mastercard
		You are withdrawing cash at a cash machine and you don't have enough of the currency available to withdraw cash and to cover the fee for cash machine withdrawals	We'll charge the Pound Sterling fee for cash machine withdrawals and convert it in the usual wallet order. The rate used will be the Mastercard foreign exchange rate
Get your money back	Cash out at a store or by calling Card Services	You have a balance on your card in a non-Pound Sterling amount, and we give you your money back in Pound Sterling	We'll convert the non-Pound Sterling balance into a Pound Sterling amount. We'll tell you the rate before you get your money back in Pound Sterling.  Ask the store for the rate before you get your money back
Other	Refund or credit	You are entitled to a refund or credit in a currency that is not available on the card (for example a Mexican Peso transaction where you have used Pound Sterling to pay), or where	We'll convert the amount of the refund or credit (Mexican Peso in our example) into a Pound Sterling amount. The foreign exchange rate will be the Mastercard foreign exchange rate

Categories	What	Why	How/Which exchange rate?
		you used more than one currency wallet to pay	
	Inactivity fee	You don't have enough Pound Sterling currency available	We'll convert the inactivity fee into a non-Pound Sterling currency on your card in the usual wallet order. The foreign exchange rate will be the Mastercard foreign exchange rate

This table shows the limits on using your card. The limits are given in Pound Sterling but they include all the currencies loaded on to the card.

### Limits

There are some limits placed on your card. Some operators or retailers may set their own limits, which may be less than the amounts below.

Limits	Amount
Minimum amount you can load or top up	£50
Maximum amount you can withdraw from a cash machine in 24 hours	£500
Maximum amount you can spend at retailers in 24 hours	£3,000
Maximum amount you can have on your card at any one time	£5,000
Maximum amount you can load in total in a 12-month period	£30,000
Maximum number of active card accounts you may have at any one time	1

If you have a contactless card - there is a limit per transaction when you make contactless payments. Please see the website for more details.

## 4. Using your card

### You can't use your card:

- for money transfers (for example to send money to someone else);
- for buying goods or services from adult or gambling internet sites or shops;
- for recurring payments, such as monthly magazine subscription fees.

**Not recommended.** We don't recommend using your card as a guarantee of payment, for example as a deposit for hotels, cruise lines or car rental. As these retailers will not know how much your final bill will be, they will estimate it and place a hold on the estimated amount. If you choose to use your card as a guarantee of payment, you will not be able to access or spend the amount the retailer estimated during the hold period. We will release any funds held as soon as we are made aware of the exact amount of the transaction.

### **Payments at bars, restaurants and automated petrol pumps**

When using your card:

- at certain retailers, including bars and restaurants, and you don't authorise the transaction with chip and PIN or contactless method, you will need to have a card balance equal to the bill amount PLUS up to 20%;
- to buy fuel at an automated fuel pump, you must have a minimum balance on your card.

This is to ensure there are sufficient funds available to cover the final cost of the transaction (and any tips) and to reduce the risk of a negative balance on your card.

If your actual spend is less than the additional amount added, it may take up to 7 days from the date of the transaction before the difference is available to spend. We will only deduct the actual final bill amount from your card.

### **Toll booths, car park vending machines and in-flight payments**

You may not be able to use your card at some toll booths, car park vending machines and on board cruises or planes. This is because some of these retailers cannot obtain an online authorisation from us.

## **5. Your transactions**

If you want to make a transaction using your card or card details, you will need to authorise it by using your card, a PIN number, your signature or other security code, password, biometric data or other personal identifier, or a combination of these. Where contactless is available, you can also authorise a transaction by touching the payment terminal with your card or device. We can't cancel or stop a transaction once you have authorised it.

### **Make sure you have enough balance on your card before you make a transaction.**

We'll debit the balance on your card for each transaction amount AND any applicable fees and charges. If for any reason you make a transaction for any amount greater than the balance on your card, you must repay us for the shortfall and any applicable fees within 30 days of us asking you. If you have other cards with us, or other currencies available in your card wallets, we may use any money on those cards or wallets to pay the shortfall.

If we have added money to your card by mistake, we will immediately deduct the money from your card once we are aware of the mistake. We will tell you about the mistake and the amount we have deducted as soon as possible, although this may be after we have deducted the money from your card. If you have used or withdrawn the money, you must pay us back as soon as we have told you about the mistake.

Your balance and transaction history is available on the website for you to view via My Account. Alternatively, you can call us to request a copy of your transaction history be emailed to you.

**Third party providers.** If you are registered for My Account, you can choose to let a third party provider, called 'account initiation services provider' (or AIS for short), access information on your My Account to allow you to see your accounts with other providers like banks and card issuers in one place. The AIS must be authorised by the Financial Conduct Authority or another European regulator. In the UK, the Financial Conduct Authority's register at <https://register.fca.org.uk/> will tell you whether an AIS is authorised.

If you want to allow an AIS to access your My Account, you must first contact us and give your consent to arrange for secure access to be given to that third party provider. If we are concerned about the security of your My Account or your card, or we suspect that your My Account is being used for, or in connection with, any fraudulent, grossly negligent or unauthorised purposes, we may refuse to allow an AIS access. If we refuse access and we are allowed under relevant laws and regulations, we will tell you as soon as we can by phone or email.

## 6. Security

**Help us keep your card secure and details safe.**

- Sign the back of the card as soon as you receive it.
- Keep the card, PIN and security details secret and safe. Memorise your PIN and other security information. Don't record the security details or PIN on anything carried with the card.
- Never allow anyone else to use the card. Don't tell anyone the PIN and security details, not even us.
- Only reveal the card number on the front of the card to make a transaction, to report a loss or theft of the card by phone, or if we ask you to.
- Keep any additional card safe.

We may need to contact you urgently if we suspect that your card is being used in connection with fraudulent or illegal activities (where we are allowed to under relevant laws and regulations) or if we experience a security threat or incident. We will contact you by email or telephone. When we contact you, we will also give you information on how you can minimise any risk to your card depending on the nature of the security threat. We'll use the same contact details which you have already provided us with. You must inform us immediately if your personal details or contact information change.

## 7. Lost or stolen

If your card or card details are lost or stolen, or if you think they have been misused, or if you suspect someone else knows your PIN or security details, **don't delay telling us - you must call us as soon as possible** so that we can block your card. You can find information about how to contact us in the 'Need some help?' section. We will ask you to confirm details of any loss, theft or misuse, and you must give us all the information you have about it. You must also assist us with any police enquiries.

**Will I get the money back?** As long as you have notified us without undue delay of the loss, theft, or unauthorised use, the maximum amount you will have to pay us back for any unauthorised transactions is £35, **unless we think that:**

- you have acted fraudulently, or



- you have intentionally or with gross negligence failed to use the card in accordance with these terms, or
- you have intentionally or with gross negligence failed to take reasonable steps to keep the personalised security details safe.

**You will be liable for the entire loss and we will not refund any unauthorised transaction** if any of the above apply.

You will not be liable for any transactions on your card which happen after you tell us that it has been lost or stolen.

## 8. Refunds

**Disputes.** You will need to go back to the retailer if you have a dispute concerning the quality of goods or services bought with the card, as we won't be able to refund you unless the retailer agrees to it.

If you have agreed that a retailer can take payment from your card, we'll only be able to give you a refund **if all the following conditions apply:**

- you didn't know the exact amount you were paying for when you agreed to the payment; and
- the amount charged exceeds the amount you reasonably expected to pay, taking into account your previous spending pattern; and
- you ask us for a refund within 8 weeks of the date the amount was debited from your card.

You must also give us any additional information that we ask for that is reasonable, for us to investigate whether you are entitled to a refund.

**Help – I don't recognise a transaction in my transaction history!** You should check your transaction history regularly. If you notice an error or a card transaction that you do not recognise, you must tell us as soon as possible and in any event **no later than thirteen (13) months** from the date of the transaction debit date.

We will refund any unauthorised transaction no later than the end of the next working day, unless we have reasonable grounds to believe that either you authorised the transaction or you are not entitled to a refund. We may also ask for additional information to help us investigate.

We will not refund any unauthorised transaction if we think that:

- you have acted fraudulently,
- you have intentionally or with gross negligence failed to use the card in accordance with these terms,
- you have intentionally or with gross negligence failed to take reasonable steps to keep the personalised security details safe, or
- you have failed to notify us without undue delay.

Even if we have refunded you for any unauthorised transaction, we may later deduct the amount refunded from your card if after further investigation we conclude that you authorised the transaction or you were not entitled to a refund or you acted fraudulently.

## 9. Termination and suspension

**I bought my card online.** If you bought your card online, you can call us to cancel your card up to 14 days after you have received confirmation of your purchase – this 14-day period is

known as the “cooling-off period”. We will not charge you a cash out fee if you cancel our agreement during the cooling-off period. **You will not be entitled to a refund of money you have already spent on transactions authorised or pending, or any fees connected with the use of your card before it is cancelled.** The foreign exchange rate used at the time the refund takes place may not be the foreign exchange rate that you got when you loaded your card. We will make the repayment to a UK bank or UK building society account in your name as soon as possible and in any event within 30 days.

**My card has expired.** Your card has an expiry date on the front of the card (also known as the termination date). This agreement will automatically terminate on the expiry date, and you will not be able to use your card if it has expired. Make sure you request to get any balance back as we do not do this automatically. Check the ‘How to get your money back?’ section on how to do this.

**You may end this agreement** at any time by calling or emailing us.

**We may end this agreement** at any time and we will let you know by email at least 2 months in advance.

**We may suspend your card or end this agreement** immediately for the following reasons:

- we suspect that your card is being used for, or in connection with, any fraudulent or illegal activities;
- we have reason to believe that you have used, or intend to use, your card in a grossly negligent manner or for fraudulent or other unlawful purposes;
- you have seriously or continually broken the terms and conditions of our agreement;
- we have to do so to comply with any law or regulation or other duty applicable to us.

Where we are allowed under relevant laws and regulations, we will let you know by phone, email or both, immediately before or immediately afterwards, that we are suspending your card or terminating the agreement.

Once your agreement has ended, you will no longer be able to use your card. **You will lose your right to any balance on your card 6 years after your agreement has ended.**

## 10. How to get your money back?

You can get all or some of your money back at any time.

**At a store.** You can get the balance on your card back in Pound Sterling. Not all stores offer this service, so you should check with the store first.

**By calling us.** You can get the balance on your card back in Pound Sterling or in a currency that you have on your card. We will only make the repayment to a UK bank or UK building society account in your name. Your bank or building society may apply their own exchange rate to convert the amount into Pound Sterling if you choose to get the balance on your card in a currency other than Pound Sterling.

## 11. Changes

We may make changes to the agreement, including the fees and limits. **If we make a change, we will notify you by email** at least 2 months before the change is implemented. We may give you less notice if there is a change in our legal requirements or the change is to your advantage. We will make the latest version of the agreement available on the website.

You must contact us before we implement the change if you do not want to continue with the agreement as a result. You will be able to get your money back and we won't charge you a cash out fee, but you must contact us before the change takes place. If you don't, we'll assume that you have accepted the new terms.

## 12. Need some help?

**Contact us.** You can contact us using one of the following contact methods:

When at home - call freephone **0800 056 0572**

When away - need to call from abroad? Check out our freephone numbers at **www.iceplc.com/clear** and click on Contact Us

Email us at **cardservices\_prepaid@mastercard.com**. For security reasons, the Card Services team cannot discuss account specific information via email.

For more information, visit the website **www.iceplc.com/clear**

To check your card balance, visit My Account at **www.iceplc.com/clear**

**I need to make a complaint.** You should call us in the first instance as we aim to try and resolve any problems as quickly as possible. You can also email us or write to us – we have a detailed complaints procedure on the website which tells you where and how to make a complaint. We will try to resolve your complaint within 15 working days of receiving it, and in special circumstances within 35 working days (and we will let you know if this is the case).

In the unlikely event you are not satisfied with the way we have dealt with your complaint or the outcome, you may be able to refer it to the UK Financial Ombudsman Service. It is an independent body established to deal with complaints that consumers and financial businesses aren't able to resolve themselves.

### **UK Financial Ombudsman Service details:**

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

Address: Exchange Tower, London, E14 9SR, United Kingdom;

Telephone: 0800 023 4567 or +44 20 7964 0500.

You may also use the Online Dispute Resolution service (also known as ODR) if you are an EU resident and have a complaint about a product or service purchased from us online. The ODR website can be found at <http://ec.europa.eu/consumers/odr/>. As the ODR service will ultimately re-direct your complaint to the UK Financial Ombudsman Service, you may prefer to contact us or the Financial Ombudsman Service directly in the first instance.

### **We will not be responsible for any loss arising from:**

- anything which results from abnormal or unforeseen circumstances or consequences which were unavoidable despite all our efforts to the contrary;
- a retailer refusing to accept your card or the way a retailer processes your transaction;
- your disputes with a retailer concerning the quality of goods or services bought with the card;
- any issues with cash machines;

- our obligation to meet our legal and regulatory requirements.

### 13. General terms, e.g. law

We'll only ever communicate with you in English.

The laws of England and Wales apply to this agreement, and any disputes can be dealt with by an English or Welsh court.

We may transfer to any other person any of our rights and duties under this agreement at any time. We may do this without telling you. Your rights under this agreement will not be affected. **You won't be able to transfer any rights you have against us to anyone else.**

### 14. Personal data – How we handle your personal data

Please visit the website for information about how we handle your personal data.

**Braille and large print.** These terms and conditions are also available in large print and braille. Please call us for a copy.

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WDCS is authorised by the Financial Conduct Authority to conduct electronic money service activities under the Electronic Money Regulations 2011 (Ref: 900051).