

## Leicestershire County Council Direct Payment Card<sup>1</sup>

### Terms & Conditions

IMPORTANT INFORMATION: These are the Terms & Conditions of the agreement between us, Prepaid Financial Services Ltd, 4th Floor, 36 Carnaby Street, London, W1F 7DR and you, the person entering into the agreement in relation to your Leicestershire County Council Direct Payment Card Account. Please read this Agreement carefully before activating your Account. The terms of this Agreement and fees shall apply to all Customers.

#### **1. Definitions & Interpretation**

"Account"	<ul style="list-style-type: none"> <li>a non-deposit non-interest bearing pre-paid electronic account associated with a Card and maintained for the sole purpose of enabling Transactions;</li> <li>referred to within Leicestershire County Council as "Direct Payment Card Account" or "DPC Account"</li> </ul>
"Anonymous Card"	<ul style="list-style-type: none"> <li>a pre-paid non-personalised card that can be used subject to specified Card limits on loading, transactions and redemption;</li> </ul>
"Authorised"	<ul style="list-style-type: none"> <li>act of authorising the payment transfer by using the Card together with (i) the PIN Code or with (ii) the CVC Code and expiry date or with (iii) the signature of the Cardholder;</li> </ul>
"Available Balance"	<ul style="list-style-type: none"> <li>the value of unspent funds loaded onto your Account and available to use;</li> </ul>
"Card"	<ul style="list-style-type: none"> <li>a physical device bearing electronically stored monetary value as represented by a claim against Prepaid Financial Services; and/or</li> <li>a physical or digital mechanism providing access to an Account which is issued by Prepaid Financial Services Ltd for the purpose of enabling Transactions;</li> <li>referred to within Leicestershire County Council as "Direct Payment Card" or "DPC"</li> </ul>
"Customer"	<ul style="list-style-type: none"> <li>the person who is the legally and financially responsible person to whom the Payment Services are provided by Us;</li> </ul>
"Direct Debit"	<ul style="list-style-type: none"> <li>an instruction from you to Prepaid Financial Services authorising a 3<sup>rd</sup> party organisation you want to pay, to collect varying amounts from your account.</li> </ul>

"Business Day"	<ul style="list-style-type: none"> <li>Monday to Friday, 0900hrs to 1800hrs GMT, excluding bank and public holidays in the United Kingdom</li> </ul>
"KYB"	<ul style="list-style-type: none"> <li>Know Your Business regulatory requirement</li> </ul>
"KYC"	<ul style="list-style-type: none"> <li>Know Your Customer regulatory requirement</li> </ul>
"Limitation Period"	<ul style="list-style-type: none"> <li>means the period of 6 years following termination of this Agreement;</li> </ul>
"Merchant"	<ul style="list-style-type: none"> <li>a retailer or any other person that accepts e-money;</li> </ul>
"Payment Services"	<ul style="list-style-type: none"> <li>means all payment and e-money services and any related services available to the Customer through the use of the Account and/or Card;</li> </ul>
"Programme Manager"	<ul style="list-style-type: none"> <li>Leicestershire County Council is the Programme Manager for the LCC Direct Payment Card Scheme;</li> </ul>
"Scheme"	<ul style="list-style-type: none"> <li>MasterCard® as shown on your Card;</li> </ul>
"Transaction"	<ul style="list-style-type: none"> <li>realising or attempting to make a payment, or a purchase of goods or services from a Merchant where payment is made (in whole or in part) by use of the Payment Services, including where payment is made over the internet, by phone or mail order</li> </ul>
"We", "Us" or "Our"	<ul style="list-style-type: none"> <li>Prepaid Financial Services Ltd as the e-money Issuer;</li> </ul>
"You" or "Your"	<ul style="list-style-type: none"> <li>The Customer or any Customer Representative who has been provided with a Card for use in accordance with these Terms &amp; Conditions.</li> </ul>
"Limitation Period"	<ul style="list-style-type: none"> <li>means the period of 6 years following termination of this Agreement;</li> </ul>

<sup>1</sup> The Leicestershire County Council Direct Payment Card is a PFS Prepaid MasterCard issued by Prepaid Financial Services Limited pursuant to a license from MasterCard® International Incorporated. Prepaid Financial Services Limited is regulated and authorised by the Financial Conduct Authority, registration number 900036. Registered Office: 36 Carnaby Street, London, W1F 7DR.

## **2. Contact Us**

You can manage your Card online at [www.prepaidfinancialservices.com/leicestershire](http://www.prepaidfinancialservices.com/leicestershire)

To report your Card lost or stolen call 020 3633 3857 or email [leicestershire@prepaidfinancialservices.com](mailto:leicestershire@prepaidfinancialservices.com).

At any time during the contractual relationship you shall have the right to receive, on request, these Terms & Conditions free of charge.

## **3. Your Agreement with Us**

3.1. The Issuer for your Leicestershire County Council Direct Payment Card is Prepaid Financial Services Limited. The Payment Services are also provided by us, and we are a registered company in England and Wales. Our Company Registration Number is 6337638. We are authorised and regulated as an e-money issuer by the Financial Conduct Authority. Our Registered Office is 4th Floor, 36 Carnaby Street, London, W1F 7DR.

3.2. Details of Our authorisation licence by the Financial Conduct Authority is available on the public register at [http://www.fsa.gov.uk/register/2EMD/2EMD\\_MasterRegister.html](http://www.fsa.gov.uk/register/2EMD/2EMD_MasterRegister.html)

3.3. Prepaid Financial Services Ltd is the Programme Issuer.

3.4. Leicestershire County Council is the Programme Manager

3.5. Prepaid Financial Services Ltd is licensed as a principal member of the Prepaid MasterCard Scheme. MasterCard is a registered trademark of MasterCard International Incorporated.

3.6. These Terms & Conditions govern the relationship between Us and You for the provision of the Payment Services by Us to You. By activating your Account, you shall be deemed to have accepted and fully understood the Terms & Conditions set out in this Agreement and you agree to comply with these by your use of the Card and/or by indicating your acceptance.

3.7. Your Card is not a credit card and is not issued by a bank, but you will have an Account where your Available Balance is located.

3.8. The Available Balance on your Card and/or Account will not earn any interest.

3.9. The Payment Services are prepaid payment services and not a credit or bank product. You must therefore ensure that you have a sufficient Available Balance to pay for each purchase or payment that you make using the Payment Services (including Value Added Tax and any other taxes, charges and fees that are applicable). If for any reason a Transaction is processed and the Transaction amount exceeds the Available Balance, you must repay Leicestershire County Council the amount of such excess immediately and we shall be entitled to stop any existing or subsequent Transactions from proceeding.

3.10. This Agreement does not give you any rights against the Scheme, its affiliates or any third party.

3.11. Only persons over 18 years of age are entitled to register for the Payment Services.

## **4. Service Limits**

4.1. Transactions may be restricted by individual usage patterns and payment risk profiles. For anti-money laundering and anti-fraud reasons we reserve our rights to change particular payment restrictions

(including from those published or included herein) without notice and to the extent required to meet our regulatory obligations.

## **5. Use of the Services**

5.1. You can use the Payment Services up to the amount of the Available Balance for Transactions at approved Merchants of the Scheme. If the Available Balance is insufficient to pay for a Transaction, some Merchants will not permit you to combine use of a Card or Account with other payment methods.

5.2. The value of each Transaction and the amount of any fees or charges payable by you under this Agreement will be deducted from the Available Balance.

5.3. Once a Transaction is authorised it cannot be withdrawn. Within the European Economic Area (EEA) we ensure transfer of the payment to the payment service provider of the Merchant within one Business Day. If the payment service provider of the Merchant is located outside the EEA, we will effect payment as soon as possible.

5.4. In order to protect you and us from fraud, Merchants will seek electronic authorisation before processing any Transaction. If a Merchant is unable to get an electronic authorisation, they may not be able to authorise your Transaction.

5.5. We may refuse to authorise any use of the Payment Services which could breach these Terms & Conditions or if we have reasonable grounds for suspecting that you or a third party have committed or are planning to commit fraud or any other illegal or banned use of the Payment Services.

5.6. Your ability to use or access the Payment Services may occasionally be interrupted, for example if we need to carry out maintenance on our Schemes. Please contact Customer Services via our website to notify us of any problems you are experiencing using your Card or Account and we will endeavour to resolve any problem.

## **6. Direct Debits**

6.1. Where applicable, you may be eligible to instruct companies to create regular Direct Debits from your Account. You will be responsible for ensuring that the correct details are provided in order for the Direct Debit to be created for you. You must ensure at all times that you have a sufficient Available Balance on your Account to allow for the funds to be debited from your Account. You are responsible for checking the Terms & Conditions that have been provided to you by the Direct Debit originator. PFS and/or Leicestershire County Council, reserve(s) the right to decline or terminate any Direct Debit instruction(s) that you have requested.

6.2. You accept responsibility for cancelling Direct Debits on your account with the originator directly. PFS and Leicestershire County Council will not be able to do this on your behalf and cannot accept liability for any losses due to none or late cancellation.

6.3. You may incur a charge for unpaid direct debits if there are not enough funds in your account to pay an incoming direct debit request

## **7. Conditions of Use at Certain Merchants**

7.1. In some circumstances we or Merchants may require you to have an Available Balance in excess of the Transaction amount. For example, at restaurants you may be required to have 15% more on your Card than the value of the bill to allow for any gratuity or service charge added by the restaurant or you.

7.2. In some circumstances Merchants may require verification that your Available Balance will cover the Transaction amount and initiate a hold on your Available Balance in that amount. In the event that a Merchant places a pre-authorisation on your Account, you will not have access to these funds until the Transaction is completed or released by the Merchant which may take up to 30 days.

7.3. Some Merchants may not accept payment using our Payment Services. It is your responsibility to check the policy with each Merchant. We accept no liability if a Merchant refuses to accept payment using our Payment Services.

## **8. Managing & Protecting Your Account**

8.1. You are responsible for your Card, any Username, PIN (Personal Identification Number) and Account passwords. Do not share your Card or Account security details with anyone.

8.2. You must keep your Account, PIN, Username and Password safe and separate from your Card or any record of your Card number, and not disclose it to anyone else. This includes:

- i. memorising your PIN as soon as you receive it, and destroying the authorised communication used to transmit it to you;
- ii. never writing your PIN on your Card or on anything you usually keep with your Card;
- iii. keeping your PIN secret at all times, including by not using your PIN if anyone else is watching;
- iv. not disclosing your PIN to any person.

8.3. The user of the Card must sign the signature strip on the back of the Card immediately when received.

8.4. If you forget your PIN, you should contact Customer Services on 020 3633 3857 for instructions on how to retrieve your replacement PIN.

8.5. The Payment Services may only be used by the Customer.

8.6. You must not give the Card to any other person or allow any other person to use the Payment Services. You must keep the Card in a safe place.

8.7. Failure to comply with clause 8.2 may affect your ability to claim any losses in the event that we can show that you have intentionally failed to keep the information safe or you have acted fraudulently, with undue delay or with gross negligence. In all other circumstances your maximum liability shall be as set out below at clause 14.

8.8. If you believe that someone else knows your Account or Card security details, you should contact us immediately on 020 3633 3857

8.9. Once your Card on your Account has expired or if it is found after you have reported it as lost or stolen you agree to destroy your Card by cutting it in two through the magnetic strip.

## **9. Identity Verification**

9.1. If you enter into Transactions over the internet, some websites require you to enter your name and address. In such cases you should supply the most recent address which has been registered with us by the Customer as the Account address. The Account address is also the address to which we will send any correspondence.

9.2. You must notify Leicestershire County Council of any changes in the Account address or your other contact details. You may be liable for any loss that directly results from any failure to notify Leicestershire County Council of such a change as a result of undue delay, your gross negligence or fraud. The Council may need to verify your new Account address and may request the relevant proofs from you.

9.3. Cards are issued in accordance with regulatory limits and conditions.

## **10. Changing or ending Payment Services**

10.1 If you are the Customer or the Customer's Representative and you become aware of a change in the Customer's circumstances which might cause the Payment Services to change or cease, you should contact the Leicestershire County Council Customer Service Centre by phone on 0116 305 0002 or by email at [TO@leics.gov.uk](mailto:TO@leics.gov.uk), and quote the Customer name and reference "PTB".

## **11. Expiry & Redemption**

11.1. Your Card has an expiry date printed on it, but Leicestershire County Council and PFS Limited will make arrangements for a replacement card to be issued to you before that date. When you receive a new or replacement card, please destroy the expiring card by cutting it in two through the magnetic stripe.

## **12. Termination or Suspension of Your Account**

12.1. We may terminate your use of the Payment Services with prior notice of at least 2 months.

12.2. We may terminate or suspend, for such period as may reasonably be required, your use of the Payment Services at any time, without prior notice:

- i. in the event of any fault or failure in the data information processing system;
- ii. if we reasonably believe that you have used or are likely to use the Payment Services, or allow them to be used, in breach of this Agreement or to commit an offence;
- iii. if any Available Balance may be at risk of fraud or misuse;
- iv. if we suspect that you have provided false or misleading information;
- v. By order or recommendation of the police or any relevant governmental or regulatory authority.

12.3. If any Transactions are found to have been made using your Card after any action has been taken by us under clause 13.3 the Customer must immediately repay such amounts to us.

## **13. Loss or Theft of your Card**

13.1. You are responsible for protecting your Account as if it were cash.

13.2. You should treat your Account like cash in your wallet and look after it accordingly. If you lose your Card or it is stolen you may not be able to recover the funds on your Account in just the same way as you would usually not be able to recover cash which you lose or which is stolen from you.

13.3. If your Card is lost or stolen or if you think someone is using the Payment Services without your permission or if your Card is damaged or malfunctions:

- i. you must call 020 3633 3857 or email leicestershire@prepaidfinancialservices.com. You will need to provide us with your Account or Card number and either your Username and Password or some other identifying details acceptable to us so that we can be sure we are speaking to you; and
- ii. Provided we have obtained your consent to close the Account, we will then provide you with a replacement Card with a corresponding new Account loaded with an amount equivalent to your last Available Balance.

13.4. You may be liable up to a maximum of the first £50 of losses arising from any unauthorised Transactions that take place prior to your notifying us of the loss or theft. If our investigations show that any disputed transaction was authorised by you, or you have acted fraudulently or with gross negligence (for example by failing to keep your Card or PIN secure), we may reverse any refund made and you may be liable for any loss we suffer because of the use of the Card. You will not be held liable for any losses once you have notified us of loss or theft unless we reasonably determine that you have acted in accordance with clause 14.1.ii.6- in which case you shall be liable for all losses.

13.5. Once we have been notified of any loss or theft, we will suspend the Payment Services as soon as we are able, to limit any further losses. We can only take steps to prevent unauthorised use of the Payment Services if you can provide us with the Account or Card number and Username and Password or if you can produce sufficient details to identify yourself and the relevant Account.

13.6. Replacement Cards will be posted to the most recent Account address registered for the Cardholder.

13.7. If you subsequently find or retrieve a Card that you have reported lost or stolen, you must immediately destroy the found Card by cutting it in half through the magnetic stripe.

13.8. You agree to help us, our agents, regulatory authorities and the police if your Card is lost, stolen or if we suspect that the Payment Services are being misused.

#### **14. Our Liability**

14.1. Subject to clause 14.4;

- i. neither party shall be liable to the other for indirect or consequential loss or damage (including without limitation loss of business, profits or revenues), incurred in connection with this Agreement, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;

- ii. we shall not be liable:

1. if you are unable to use the Payment Services as set out or for any reason stated in clauses 4 and 10;
2. for any fault or failure beyond our reasonable control relating to the use of the Payment Services, including but not limited to, a lack of Available Balance or fault in or failure of data processing Schemes;
3. if a Merchant refuses to accept a Transaction or fails to cancel an authorisation or pre-authorisation;
4. for the goods or services that are purchased with your Card;
5. for any loss, fraud or theft that is reported more than 8 weeks following the event;

6. where you acted:

14.1.ii.6.1. with undue delay

14.1.ii.6.2. fraudulently; or

14.1.ii.6.3. with gross negligence. (including where losses arise due to your failure to keep us notified of your correct personal details)

14.2. To the fullest extent permitted by relevant law, and subject to clause 14.4, our total liability under or arising from this Agreement shall be limited as follows:

i. where your Card is faulty due to our default, our liability shall be limited to replacement of the Card or, at our choice, repayment to you of the Available Balance;

ii. where sums are incorrectly deducted from your Available Balance due to our fault, our liability shall be limited to payment to you of an equivalent amount; and

iii. In all other circumstances of our default, our liability will be limited to repayment of the amount of the Available Balance.

14.3. Nothing in this Agreement shall exclude or limit either Party's liability in respect of death or personal injury arising from that party's negligence or fraudulent misrepresentation.

14.4. No party shall be liable for, or be considered in breach of this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions which are beyond such Party's reasonable control and which such Party is unable to overcome by the exercise of reasonable diligence.

## **15. Refunds for Transactions**

15.1. A Transaction shall be considered to be unauthorised if you have not given your consent for the Transaction to be made. If you believe that a Transaction has been made without your consent you should contact us in accordance with clause 2.

15.2. A claim for a refund of an authorised Transaction must be made within 8 weeks from the date on which the funds were deducted from your Available Balance. Within 10 Business Days of receiving your claim for a refund we will either refund the full amount of the Transaction or provide you with justification for refusing the refund.

15.3. If you are not satisfied with the justification provided for refusing the refund or with the outcome of your claim for a refund, you may submit a complaint to us or contact the complaints authority as described in clause 16.

15.4. Where any request, Transaction, disputed Transaction, arbitration or reversed Transaction involves third party costs you remain liable for these and they will be deducted from your Account or otherwise charged to you.

## **16. Payment Disputes**

16.1. We aim to provide customers with easy access to our customer services team who receive record, investigate and respond to complaints.



16.2. We take complaints very seriously and value the opportunity they provide to assist us with reviewing the way we do business and helping us meet our customers' expectations. Our primary aim is to resolve any complaints that you may have as quickly and effectively as we can and consequently have documented the steps to be taken below.

In the first instance, your initial communication will be with our Customer Care Team. We expect our Customer Care Team to respond to your complaint within five working days. You can call our Customer Care Team on 020 3633 3857, or email [leicestershire@prepaidfinancialservices.com](mailto:leicestershire@prepaidfinancialservices.com).

16.3. If having received a response from our Customer Care Team you are unhappy with the outcome, please contact the Complaints Officer of Prepaid Financial Services Ltd, 4th Floor, 36 Carnaby Street, London, directly in writing or via email to [complaints@prepaidfinancialservices.com](mailto:complaints@prepaidfinancialservices.com).

16.4. If the Complaints Officer is unable to respond to your complaint immediately, you will receive confirmation that your complaint has been received and a formal investigation will be conducted. It is anticipated that you will receive a formal response with their findings within four weeks.

16.5. If the Complaints Officer of Prepaid Financial Services Ltd is unable to resolve your complaint and you wish to escalate your complaint further, please contact the Financial Ombudsman Service at South Key Plaza, 183 Marsh Wall, London, E14 9SR. Details of the service offered by the Financial Ombudsman Service are available at [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk)

16.6. You must provide us with all receipts and information that are relevant to your claim.

16.7. If our investigation shows that we have incorrectly deducted money from your Available Balance, we shall refund the amount to you. If we subsequently establish that the refunded amount had been correctly deducted, we may deduct it from your Available Balance and may charge you an Investigation Fee. If you do not have sufficient Available Balance, you must repay us the amount immediately on demand.

16.8. In relation to any dispute between the Cardholder and a Merchant, provided you are able to satisfy us that you have already made all efforts to resolve the dispute with the relevant Merchant, we will attempt to assist you so far as is reasonably practicable. We may charge you a Chargeback Processing fee for any such assistance we may give you with any such dispute. If there is an un-resolvable dispute with a Merchant in circumstances where the Card has been used for a Transaction, you will be liable for the Transaction and will have to resolve this directly with the relevant Merchant.

## **17. Personal Data**

17.1. We are the data controller for your personal data and will process personal data given to us in connection with your Account in order to administer your Account and provide you with services relating to the Account and this Agreement.

17.2. We may check your personal data with other organisations, and obtain further information about you in order to verify your identity and comply with applicable money laundering and governmental regulations. A record of our enquiries will be left on your file. In accordance with our Privacy Policy and applicable legislation, we may provide personal data supplied by you to certain named third parties (including data processors) for the purpose of performing our obligations and exercising our rights under this Agreement, including third parties located outside the European Union<sup>2</sup> where different data protection standards may apply. We may also disclose your personal data as required by law or any competent authority.

17.3. By agreeing to these Terms & Conditions, you acknowledge and agree to our processing of your personal data in this way.

17.4. You have the right to receive certain information concerning the personal data we hold about you and to rectify such data where it is inaccurate or incomplete.

17.5. You have also seen our Privacy Policy document and acknowledge and agree to the provisions thereof (as amended from time to time).

17.6. If you have elected to opt in to receive email and SMS marketing, we may share your information with third parties so they can contact you directly by telephone or email about their products and services.

## **18. Changes to the Terms & Conditions**

We may update or amend these Terms & Conditions (including our Fees & Limits Schedule). Notice of any changes will be given on the website or by notification by e-mail or by means of mobile device at least 2 months in advance. By continuing to use the Payment Services after the expiry of the 2 month notice period you acknowledge that you indicate your acceptance to be bound by the updated or amended Terms & Conditions. If you do not wish to be bound by them, you should stop using the Payment Services immediately in accordance with clause 10 (Changing or Ending Payment Services).

## **19. Miscellaneous**

19.1. We may assign our rights, interest or obligations under this Agreement to any third party (including by way of merger, consolidation or the acquisition of all or substantially all of our business and assets relating to the Agreement) upon 2 months' written notice. This will not adversely affect your rights or obligations under this Agreement.

19.2. We do not intend that any of the terms of this Agreement will be enforceable by a person not a party to it, except that Schemes and their affiliates may enforce any right granted to it under this Agreement.

19.3. Any waiver or concession we may allow you will not affect our strict rights and your obligations under this Agreement.

19.4. You the cardholder agree that you will not use the Payment Services in an illegal manner and you agree to indemnify us against any claim or proceeding brought about by such illegal use of the Payment Services.

19.5. This Agreement and the documents referred to in it, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement.

## **20. Funds Protection**

Your funds are safeguarded by law. In the event that Prepaid Financial Services became insolvent your e-money funds are protected against claims made by any other creditors.

<sup>2</sup> Prepaid Financial Services use M2 Payment Solutions as a Data Processor. M2 Payments Solutions are based outside of the European Union, however, have registered to The Safe Harbor List which confirms that the US comply with similar data protection protocols that match those in the European Union. Details can be found at <https://safeharbor.export.gov/list.aspx>

## **21. Regulation & Law**

21.1. The Payment Services, Card and Account are payment products and not deposit, credit or banking products, and as such they are not covered by the Financial Services Compensation Scheme.

21.2. To the fullest extent permitted by law and without affecting your legal rights as a consumer, this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England & Wales and the courts of England & Wales shall have exclusive jurisdiction in relation to the same.

## **22. Fee Schedule**

The Programme Manager (Leicestershire County Council) reserves the right to charge a Card Replacement fee of £4 where a Customer or Customer Representative loses two or more Cards in a rolling 12 month period.