



Hestian Carercard Prepaid Mastercard®

Terms of Service - Valid as of 1st July 2019

IMPORTANT INFORMATION - PLEASE READ CAREFULLY

Our terms and conditions apply to the use of your Carercard Account and your Prepaid Mastercard. Do read them with care. If you have a question which is not addressed here or in the FAQs provided on our website, please call a member of our support team on 0800 808 5491 (during office hours 9.00 am – 5.00 pm or leave a message) or do email us at support@Carercard.com and we will respond in full to help you with your enquiry.

1. INTERPRETATION

1.1. **Definition.** In these Conditions, the following definitions apply:

- 1.1.1. **Account:** a client's Account with us created by the deposit of money or its equivalent and subject to withdrawal of money and other Transfers, Transactions and operations.
- 1.1.2. **ATM:** a computerized electronic machine that performs basic banking functions (such as handling check deposits or issuing cash withdrawals).
- 1.1.3. **Authorised Person:** any person a client has given the right to transact on his behalf and to access all information deemed confidential by us through a written consent document signed by the client, effective within a specified date in the document.
- 1.1.4. **Available Balance:** the amount of E-money issued by Prepaid Financial Services to the client that has yet to be spent or redeemed.
- 1.1.5. **Business Day:** a day (other than a Saturday, Sunday, bank or public holiday) from 09:00 to 17:00 GMT or when banks in London are open for business.
- 1.1.6. **Card:** a prepaid Mastercard card issued by Prepaid Financial Services and linked to your Account, which can be used to spend your Available Balance wherever Mastercard cards are accepted;
- 1.1.7. **Cardholder:** a client of ours who has been issued a Card.
- 1.1.8. **Customer Due Diligence:** the process we are required to go through to verify the identity of our Customers.
- 1.1.9. **Customer Funds Account:** the segregated bank account where Prepaid Financial Services holds relevant funds corresponding to your Available Balance in accordance with the safeguarding provisions of the Electronic Money Regulations 2011.
- 1.1.10. **Direct Debit:** an automated payment method set up between you and Prepaid Financial Services to send Payments to organisations in accordance with a Direct Debit mandate given by you to the organisation which manages the frequency and amount of each Payment.
- 1.1.11. **EEA:** this mean European Economic Area.

- 1.1.12. **Fees:** the fees payable by you for the Payment Services as specified in Schedule [1] (“Fees & Limits Schedule”).
- 1.1.13. **IBAN:** means an International Bank Account Number used to identify bank accounts for the purposes of international Payments.
- 1.1.14. **Merchant:** a third party to this Agreement who accepts Payment for the sale of goods or services to you.
- 1.1.15. **Payment:** means a payment for goods or services using a Card.
- 1.1.16. **Payment Services:** means the services supplied by Prepaid Financial Services to you under this Agreement, including issuing Cards, Accounts and IBANs; and executing Transactions.
- 1.1.17. **PFS IBAN:** means a virtual IBAN issued by Prepaid Financial Service’s bank service provider that will be allocated to your Card or your Account which can be used by you or an Authorized Person for Direct Debits that will result in a credit of the relevant funds to your Account.
- 1.1.18. **Primary Cardholder:** the individual who applied for CarerCard and created the Account.
- 1.1.19. **Relief Period:** the temporary period of time when the regular carer is on leave or away, and another carer from the same care agency takes over
- 1.1.20. **Secondary Card:** the additional cards which are issued to a Customer or Authorised Person.
- 1.1.21. **Transaction:** a Direct Debit, Payment, or a Transfer.
- 1.1.22. **Transfer:** a transfer of E-money from one Account to another Account.

1.2. Construction. In these Conditions, the following rules apply:

- 1.2.1. a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2. a reference to a party includes its personal representatives, successors and permitted assigns;
- 1.2.3. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted includes any subordinate legislation made under that statute or statutory provision as amended or re-enacted;
- 1.2.4. any obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.5. any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.6. a reference to **writing** or **written** includes faxes and emails.

2. WHO WE ARE AND ABOUT THIS AGREEMENT

- 2.1. This Agreement sets out the general terms and conditions that apply to the CarerCard Account and Cards. It forms an Agreement between you and us governing the possession and the use of the CarerCard Account and Cards. By signing up for the CarerCard Account or using a CarerCard Card you accept the Agreement. This Agreement can be found on the CarerCard website at www.carercard.com and should be read in conjunction with the Hestian Privacy Policy, which is also on the CarerCard website and describes in particular our policy regarding the collection and processing of your personal data.
- 2.2. Hestian Group Ltd (Hestian) is the programme manager for the CarerCard. Hestian is registered in England with a registered office at 3, The Quadrant, Coventry, CV1 2DY (Hestian registration number 1135 9517).

- 2.3. The Hestian Carercard Prepaid Mastercard is issued for us by Prepaid Financial Services Limited as the programme issuer pursuant to a license from Mastercard International Incorporated. Mastercard is a registered trademark of Mastercard International Incorporated.
- 2.4. Prepaid Financial Services Limited is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011, firm reference number 900036, for the issuance of electronic money and provision of payment services. Registered Office: Fifth Floor, Langham House, 302-308 Regent Street, London, W1B 3AT. Company Registration number: 06337638.
 - 2.4.1. Details of the PFS authorisation licence by the Financial Conduct Authority is available on the public register at <https://Registration at FCA.org.uk for Prepaid Financial Services Ltd> .
 - 2.4.2. Prepaid Financial Services Limited is licensed as a principal member with the Mastercard Scheme.
- 2.5. These terms and conditions (“**Agreement**”) govern the use of the Payment Services defined in Clause 1.1.16, which are supplied for us by Prepaid Financial Services Ltd, 5th Floor, Langham House, 302-308 Regent Street, London, W1B 3AT, to any person whose application we approve (“**Customer**”, “**you**”, “**your**”). Descriptive words that begin with a capital letter have the meaning given either where they first appear in this Agreement or in Clause 1.1 for definitions.
- 2.6. This Agreement includes the terms of the Hestian Privacy Policy and the PFS Privacy Policy, both are required to enable the Carercard Account and Card to be offered to you.
- 2.7. This Agreement should also be read in conjunction with the Prepaid Financial Services Terms and Conditions, which can be found on the Carercard website at www.carercard.com
- 2.8. This Agreement will commence on the Commencement Date (the date you sign up for Carercard and accept the Agreement in doing so) and will terminate in accordance with Clause 12.

3. **ABOUT HESTIAN and CARERCARD**

- 3.1. Carercard, from Hestian, is a new prepaid card programme, designed especially for the cared for and live-in care at home. Hestian Group has been formed to help enable cared-for individuals to live easier, independent and financially secure lives in their own homes, for longer. We know, from personal experience, that organising and paying for housekeeping, for the live-in carer as well as our loved one, is not easy. Having to organise cash all the time for shopping just needed a better option – so we created a solution.
- 3.2. This is where Carercard comes in. It is easy and safe to use and you can see at any time how much has been spent and where. It has been developed from us working closely with care agencies to help overcome the issues of cash handling. What is more, Carercard is three cards for each household; one for the cared for, one for the regular carer, and one for relief days (the ‘Designated Carer’ card), when another carer steps in and the shopping task is handed over.
- 3.3. As a prepaid card, it can only be used to spend funds which have been loaded onto it. Carercard is not linked to your bank account, so you can safely give it to your carer, knowing that they can only spend the money you have loaded onto their card. It is not a bank account or a credit card, so you cannot go overdrawn and incur interest charges. You will not earn any interest on funds on Carercard.
- 3.4. Carercard is a Mastercard® prepaid card, for use wherever you see the ‘Mastercard Acceptance Mark’. A few types of merchants are blocked by our systems – more details of these blocks can be found in Clause 5.5.
- 3.5. To obtain the set of three Carercard Cards, you will need to sign up for a Carercard Account on our website at www.carercard.com. The Carercard Cards will be sent to you through the post.

4. FEES AND CHARGES

- 4.1. Hestian has designed the Carercard from our extensive and first-hand experience of organising live-in care, for our own loved ones. Knowing that money handling and housekeeping can be both a concern and a sizeable regular outlay, we have designed into the payment system several safeguards, while also striving for simplicity across the care agency and the carers provided, to take account of the fact that carers change from time to time.
- 4.2. We charge a one-off starting or set-up cost, to help cover some of the costs of getting new customers onto our system. After that, there is a monthly fee, in the table below, that is intended to cover the majority of normal use running costs. This is our standard set up fee price applicable **except at periods of promotional activity** which will be communicated clearly and limited to specific time availabilities. If your own usage pattern means you ever wish to discuss how our fees apply to you, please do send us an enquiry, at Support@Carercard.com

| FEES | | GBP |
|----------------------------|---|------------------------------------|
| Set Up and Membership | Initial set up and delivery of Carercard Cards and Housebook, unless reduced for a promotional offer. | £10 |
| | Monthly Membership (charged to the Prime (Carer) Account), unless reduced for a promotional offer. | £7.00 (first month free) |
| Card Loading | Direct loading is free from a bank transfer | Free |
| | Online loading fee, if from a debit card | 0.45% of the load value + £0.18 |
| | Online loading fee, if from a credit card | 1.30% of the load value |
| ATM | Domestic ATM (in UK) | £0.80 |
| | International ATM | 1.00% of the value + £1.10 |
| Point of Sale Transactions | Domestic Transactions are free (in UK) | Free |
| | International Transaction | 0.60% of transaction value + £0.50 |
| | Fee if using foreign currency exchange | 3.00% |
| Administrative Fees | If a Transaction is declined or returned | £0.09 |
| | If an ATM balance enquiry is declined | £0.09 |
| | If an ATM PIN change request is declined | £0.09 |
| | Administration fee for Chargeback processing | £20 |

- 4.3. The fees and charges associated with the Carercard Account and Cards form an integral part of the Agreement. All fees and charges can also be found on our website.
- 4.4. There are levels and transaction limits that help ensure secure use of your Carercard and your money. These are set on the basis of our own first-hand experience of organising live-in care for loved ones with carers.

| GUIDANCE LEVELS AND LIMITS WHEN USING CARERCARD | | UNITS or GBP |
|---|--|--------------|
| Levels and Limits | Maximum value for an ATM withdrawal per day when using Carercard | £200 |
| | Maximum value for an ATM withdrawal per month | £800 |
| | ATM maximum number of withdrawals per day | 1 |
| | POS maximum spend value per day | £2,500 |
| | POS maximum spend value per month | £5,000 |
| | POS maximum spend value per year | £25,000 |
| | POS maximum number of transactions per day | 10 |
| | Minimum Load value onto your Carercard Account | £50 |
| | Maximum Load Limit value per month | £10,000 |
| | Maximum load limit value per day | £2,500 |
| | Maximum number of loads per day | 10 |
| | Maximum Card Balance | £10,000 |

- 4.5. The Carercard set up fee of £10 will be charged as a one off when you apply online at www.carercard.com . If for any reason, you decide not to proceed or your application is not accepted, this fee will be refunded. This is our standard set up fee price applicable **except at periods of promotional activity** which will be communicated clearly and limited to specific time availabilities.
- 4.6. Carercard is a subscription service and there is a monthly fee for the Carercard Services, which covers all three cards. These fees are chargeable until such point as the Account has been cancelled. The monthly fee will be deducted automatically from the available balance on your Client Account. Please be aware that the Carercard Monthly Membership fee is recurring/continuous authority transactions and your monthly fees will be debited on the anniversary of the date you activated your Account.
- 4.7. Unless otherwise stated, the price of the Services will be inclusive of amounts in respect of value added tax ("VAT"). Where exclusive of VAT, the Customer shall pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services.
- 4.8. If the Customer fails to make any Payment due to the Supplier under the Contract by the due date for Payment, then the Supplier reserves the right to suspend the Services and terminate the Contract and the Customer shall pay interest on the overdue amount at the rate of 4% (four per cent) per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual Payment of the overdue amount, whether before or after judgment.
- 4.9. The Supplier reserves the right to amend the Charges at any time and to add, alter, or remove special offers from time to time. Changes in price will not affect any Order that a Customer has already purchased but will apply to any future Orders.
- 4.10. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

5. CONDITIONS AND RESTRICTIONS ON THE USE OF CARERCARD CARDS

- 5.1. In some circumstances we or Merchants may require you to have an Available Balance in excess of the Payment 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.
- 5.2. In some circumstances, Merchants may require verification that your Available Balance will cover the Payment amount and initiate a hold on your Available Balance in that amount, examples include rental cars. In the event a Merchant places a pre-authorisation on your Account, you will not have access to these funds until the Payment is completed or released by the Merchant which may take up to 30 days.
- 5.3. 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.
- 5.4. In relation to any dispute between you 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, as referenced in Clause 4, for any such assistance we may give you with any dispute. If there is an un-resolvable dispute with a Merchant in circumstances where the Card has been used for a Payment, you will be liable for the Payment and will have to resolve this directly with the relevant Merchant.

5.5. The Carercard is designed to reduce a risk if cash and money handling in care. In providing the service, Hestian has made use of the normal methods for restricting use where other forms of payment are still available to the Client and/or Carer, but the Carercard would not be the ideal or recommended payment system. Carercard has built in restrictions preventing use at the retail merchants based on merchants listing themselves appropriately in the following categories:

- 5.5.1. Toll and Bridge Fees, Automated Fuel Dispensers
- 5.5.2. Quasi Cash Member Financial Institution, Security Brokers/Dealers
- 5.5.3. Dating and Escort Services, Massage Parlours
- 5.5.4. Internet Gambling, Betting (including Lottery Tickets, Casino Gaming Chips, Off-track)

6. IDENTIFICATION REQUIRED WHEN SIGNING UP FOR CARERCARD

6.1. Hestian has developed the Carercard as a financial service to reduce the all-round risk of using cash in care.

6.2. We are required by law to satisfy ourselves as to your identity and home address (for example, by requesting relevant original documents) with the added purpose of protecting customers from fraud or money laundering. Within these Terms, you authorise us to perform electronic identity verification checks directly or using relevant third parties, either at the time of your application or at any time in the future, in connection with your Account.

6.3. When shopping online, some websites require you to enter your name and address. In such cases you should provide your most recent address that has been registered with us as the Account address. The Account address is also the address to which we will send any correspondence, and it is important to inform us of any changes. You must notify us within 7 days of any change in the Account address or your other contact details, including a mobile phone number, which is now used by some online retail merchants to send you a one-time password verification. You can notify us by contacting Customer Services on 0800 808 5491 or email Support@Carercard.com and we may require you to confirm such notification in writing.

6.4. You will be liable for any loss that directly results from any failure to notify us of such a change as a result of undue delay, your gross negligence or fraud.

6.4.1. We need to verify your new address and we request the relevant documentary proofs from you, so we can offer a legally compliant Carercard service, and protect you from a risk of using cash in care.

6.4.2. We use only your information to provide Carercard and to help identify you and your Carercard should it be lost or stolen, which is why we always need to know your up to date contact information.

6.4.3. We keep your information only as long as necessary. The Hestian Privacy Policy provides more information of the types of information we need to ask for, and it describes the lawful reasons we need to ask for it.

6.5. Carercard is designed to be a service for account holders of all ages where care is provided. We will need to know that our Customers are 18 years old or older, and are resident in the United Kingdom. To ensure this and make the Carercard service available for you, we carry out identity checking, on documents and online during the application stage. We may ask you to provide documentation to enable this. This is an identity check for our prepaid Carercard and it is not a credit check. It has no effect on credit ratings, although there can be a record of it on your credit file.

6.6. Carercard is a regular financial services product and the documents we include as verification of identity and address include a set that most UK residents using care can provide. This may include your current and up to date UK Passport, or UK Driver's Licence, maybe a current Council Tax Bill or a Bank Statement plus a utility bill dated within the past 3 months. For an agency provided carer who uses Carercard for a customer's housekeeping, we can ask for a wider set of documentation to set up

the service. Working with the care agency, Hestian will have been provided consent to verify carers for Carercard through a list of types of identification listed in our Hestian Privacy Policy, which can be found on our website.

- 6.7. Anti-Money Laundering legislation requires us to request additional information regarding a customer's source of funds when certain upper levels are reached. In these circumstances, we will write to you and ask you for information about time at your current address and source of income for care housekeeping.
- 6.8. By applying for Carercard and the routine identity checks, you are consenting to those checks being conducted.

7. YOUR RIGHT TO CANCEL ('COOLING OFF') AND OUR CARD REDEMPTION PROCESS

7.1. You have a right to withdraw from this Agreement under the following circumstances:

- 7.1.1. Where you have purchased Carercard then you have a 'cooling off' period of 14 days beginning on the date of the successful registration of your Account, to withdraw from this Agreement and cancel the Carercard, without any penalty but subject to deduction of any reasonable costs incurred by us in the performance of any part of the provision of services before you cancel.
- 7.1.2. You must contact us within this 14-day period and inform us that you wish to withdraw from this Agreement and you must not use the Payment Services. We will then cancel the Payment Services and reimburse the amount of Available Balance on the Account to you.
- 7.1.3. However, we reserve the right to hold Available Balance for up to 30 business days from receipt of your instructions before returning the balance, to ensure that details of all Transactions have been received.

7.2. If you wish to cancel your Account and Carercard(s) and terminate this Agreement during the "cooling off" period, you should telephone us on 0800 808 5491 or email us at Support@Carercard.com. We will discuss your instructions and asked for those Card(s) issued to you to be destroyed.

- 7.2.1. If you have used any Carercard you will not be entitled to a refund of any funds that have been spent by you or for you, including any associated fees. We can refund you free of charge any unspent Available Balance
- 7.2.2. We will process the refund as quickly as we can once the cancellation is complete.
- 7.2.3. We allow 7 days for any outstanding spending on Carercard to be settled before a refund can be processed. Your bank can then take further 3 days before they show a refund in your personal bank account. For that reason, we ask you to allow up to 10 working days for the refund to show in your personal bank account.

7.3. After the Cooling Off period you may only terminate the Carercard service as described in Clause 11.

7.4. Expiry & Redemption

- 7.4.1. Your Card has an expiry date printed on it (the "Expiry Date"). The Card (and any Secondary Card) and any PFS IBAN linked to the Card will no longer be usable following the Expiry Date, and you must not use it after that time, but you will still be able to receive and send funds to and from the Account associated with the Card.

- 7.4.2. If a Card expires before your Available Balance is exhausted, you can contact Customer Services to request a replacement Card, provided you do so 14 days before the Expiry Date printed on your Card and subject to payment of a Fee (where specified).
- 7.4.3. We reserve the right to issue you with a replacement for an expired Card even if you have not requested one. If you have not requested a replacement Card, you will not be charged a Card Replacement Fee. Please refer to the PFS full Terms and conditions for information on Expiry and Redemption.

8. HOW TO USE YOUR CARERCARD

- 8.1. In addition to the information in this Agreement, you can find helpful information on everyday usage in the printed User Guide, in the Hestian Housebook provided.
- 8.2. You may access your Carercard Account information by logging into your Account through the website <https://clients.prepaidfinancialservices.com/carercard/> From here you will be able to view details of your Transactions, including dates, any currencies, charges or exchange rates applied. This information is accessible at any time and can be stored and reproduced as necessary.
- 8.3. You can use the Carercard Payment Services up to the amount of the Available Balance for Transactions. If the Available Balance is insufficient to pay for an intended Payment, some Retail Merchants will not permit you to combine the use of a Card or Account with other payment methods. The value of each Transaction and the amount of any Fees payable by you under this Agreement will be deducted from the Available Balance.
- 8.4. A Carercard should only be used by the named holder or the appointed designated carer during a Relief Period. Carercard is designed to overcome the risks of using cash or borrowed payment cards in care. Carercard can only be used by person for whom it was ordered or intended and is non-transferable.
- 8.5. *We consider an expenditure or transaction has been authorised by you in these circumstances.*
- 8.5.1. When your Carercard is successfully 'tapped' with a contactless-reader at a point of sale.
- 8.5.2. When the Carercard is used with a chip and PIN point of sale device.
- 8.5.3. When a Carercard PIN number is provided to a retail merchant allowing them to process a transaction, including providing a retail merchant with your CVV 3-digit secure code on the Carercard.
- 8.5.4. When Carercard is used for an online or other 'card holder not present' transaction.
- 8.6. Once a Transaction is authorised, the relevant payment order may not be withdrawn (or revoked) by you after the time it is received by PFS, except for Direct Debits, for which you may revoke the payment order up until the end of the Business Day before the day agreed for debiting the funds (see Clause 8.7). A Transaction will be deemed to have been received by PFS at the time you authorise the Transaction as follows:
- 8.6.1. For Payments and ATM Transactions, at the time PFS receives the payment order for the Transaction from the merchant acquirer or ATM operator, and
- 8.6.2. A payment order for a Transfer is provided to and received by PFS at the time it is issued by you via the Account;
- 8.6.3. A request for a Direct Debit is deemed to be received on the agreed day (if the agreed day is not a Business Day, the request shall be deemed to have been received on the following Business Day).

- 8.7. Any Direct Debit will remain in effect until revoked by you at the latest by the end of the Business Day preceding the latest execution date for the relevant Direct Debit. You accept responsibility for cancelling any Direct Debit on your Account with the relevant organisation it was intended to pay. Neither Hestian nor PFS will be able to do this on your behalf and cannot accept liability for any losses due to late or non-cancellation of Direct Debits.
- 8.8. Where revocation of an authorised payment is agreed between PFS and you, there may be a Fee charged for revocation.
- 8.9. In order to protect you, us and PFS from fraud, Merchants may seek electronic authorisation before processing any Payment. If a Merchant is unable to get electronic authorisation, they may not be able to authorise your Payment.
- 8.10. PFS may refuse to authorise any use of the Payment Services which could breach these terms and conditions or if we or PFS have reasonable grounds for suspecting that you or a third party have committed or are planning to commit fraud or any other illegal or un-permitted use of the Payment Services.
- 8.11. Your ability to use or access the Payment Services may occasionally be interrupted, for example if we or PFS need to carry out maintenance on our Systems. 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.
- 8.12. When applying for your Carercard, the Carercard 'Client' version, you also get a Secondary Carercard, the Carercard 'Prime' for your current, incumbent carer and also the Carercard 'Designated', as a set of three for use by an agency provided carer as an Additional Cardholder on your Account. Additional Cardholders, the carers, must be 18 years of age or older. It is your responsibility to authorise the Transactions incurred by each Additional Cardholder on the relevant Secondary Card and to ensure that the Additional Cardholder keeps to the provision of this Agreement. You are responsible for their use of the Secondary Card and for paying any amounts they add to your Account even if the Additional Cardholder does not keep to the provisions of this Agreement. We or PFS accept no responsibility or liability of any kind whatsoever for use of any Secondary Card by any Additional Cardholder for Transactions not authorised by you.
- 8.13. If you successfully register and request one, we will send you a (Secondary) Carercard Prime in the name of the incumbent carer as an Additional Cardholder with a copy of this Agreement, which Hestian has included in your one-off Set Up Fee. A Carercard Designated is also provided for an occasional relief carer if and when provided from the same Care Agency. Upon receipt of a Secondary Card, you may give the Secondary Card to the Additional Cardholder, your carer, for keeping safely in the Housebook provided and for their use, subject to:
- 8.13.1. you providing them with the copy of this Agreement (by using the Secondary Card the Additional Cardholder consents to the terms of this Agreement, which will then bind you and the Additional Cardholder in relation to the use of the Secondary Card);
- 8.13.2. the Secondary Card must only be used by that person;
- 8.13.3. you continuing to hold the Account and the Card with which the Secondary Card is associated;
- 8.13.4. you informing the Additional Cardholder that you have retained the Primary Card and that you are still able to use the Account;
- 8.13.5. Hestian having obtained further information and documentation in order to enable compliance with all Customer Due Diligence anti-money laundering requirements in relation to the Additional Cardholder.
- 8.14. You will remain responsible for the use of the Payment Services, and for any Fees and charges incurred by the Additional Cardholder(s), and you will continue to be regarded as the holder of any funds already or subsequently loaded on the Account. The use of a Card in relation to which an Additional Cardholder has been registered will be regarded as confirmation that you have provided the Additional Cardholder with this Agreement.

- 8.15. You or any Additional Cardholder may ask us to remove that Additional Cardholder, and in that case, you must destroy the relevant Secondary Card.
- 8.16. You agree that we may give information about your Account to each Additional Cardholders and restrict what Additional Cardholders can do in relation to your Account.
- 8.17. Except as required by law, we or PFS shall not be responsible, and you will be solely responsible, for compiling and retaining your own copy of the data in your Account and your activities in connection with this Agreement. Upon the termination of this Agreement for any reason, we or PFS shall have no obligation to store, retain, report, or otherwise provide any copies of, or access to, the Transaction data or any records, documentation or other information in connection with any Transactions or the Account.
- 8.18. You agree to only use the Payment Services for lawful purposes and to adhere at all times to all laws, rules and regulations applicable to the use of the Payment Services, including the terms of this Agreement.
- 8.19. You may not use the Payment Services to receive or transfer any funds on behalf of any other natural person or legal entity.

9. MANAGING THE CARERCARD

- 9.1. You are responsible for the safekeeping of your username and password for your Account (“Access Codes”) and the personal identification number for your Card (“PIN”) along with any other sensitive information.
- 9.2. Do not share your PIN with anyone. You must keep your PIN safe, and separate from your Card or any record of your Card number and not disclose it to anyone else. This includes:
 - 9.2.1. memorising your PIN as soon as you receive it, and destroying the post mail or other authorised communication used to transmit it to you;
 - 9.2.2. never writing your PIN on your Card or on anything you usually keep with your Card;
 - 9.2.3. keeping your PIN secret at all times, including by not using your PIN if anyone else is watching;
 - 9.2.4. not disclosing your PIN to any person.
- 9.3. If you forget your PIN, you should send an SMS instruction to 0044 (0)7537417755 with <PIN> <last 8 digits of your Card> to retrieve your PIN again. As an example: send PIN 12345678 to the mobile number above. This information is also provided in the Contact Us page, provided in the Housebook.
- 9.4. Do not share your Access Codes with anyone except an Authorised Person. If you disclose the Access Codes to any Authorised Person, you are responsible and liable for their access, use or misuse of the Account, their breach of the terms of this Agreement or disclosure of the Access Codes.
- 9.5. The Payment Services may only be used by you and each Additional Cardholder or Authorised Person. You must not give the Card to any other person or allow any other person to use the Payment Services except Authorised Persons or Additional Cardholders. You must keep the Card in a safe place.
- 9.6. Failure to comply with Clauses 9.2 and/or 9.4 may affect your ability to claim any losses under Clause 15 in the event that we can show that you have intentionally failed to keep the information safe or you have acted fraudulently, intentionally, with undue delay or with gross negligence. In all other circumstances your maximum liability shall be as set out below at Clause 15.
- 9.7. If you believe that someone else knows your Account or Card security details, you should contact us immediately in accordance with Clause 13. Once your Card has expired (see Clause 10), or if it is found after you have reported it as lost or stolen, you must destroy your Card by cutting it in two, through the magnetic strip.
- 9.8. For further information on how to use Carercard, refer to the User Guide in your Hestian Housebook.

- 9.9. For full information on use of card balances, transaction reporting, statements and use of the dedicated Carercard Customer Portal [CCP] at PFS, please visit <https://clients.prepaidfinancialservices.com/carercard/>

10. EXPIRY OF A CARERCARD

- 10.1. Your Carercard has an expiry date printed on it (the “Expiry Date”) as described at Clause EXPIRY. The Card (and any Secondary Card) and any PFS IBAN linked to the Carercard will no longer be usable following the Expiry Date, and you must not use it after that time, but you will still be able to receive and send funds to and from the Account associated with the Card.
- 10.2. If a Card expires before your Available Balance is exhausted, you can contact Customer Services to request a replacement Card, provided you do so 14 days before the Expiry Date printed on your Card and subject to payment of a Fee (where specified). We reserve the right to issue you with a replacement for an expired Card even if you have not requested one.
- 10.3. Your funds are available for redemption by contacting us at any time before the end of the 6 years after the date on which this Agreement ends under Clause 11, after which time your Available Balance will no longer be redeemable to you and PFS is entitled to retain the corresponding funds. Where an Available Balance remains for more than one year after the date on which this Agreement ends under Clause 11, PFS is not required to safeguard the corresponding funds in PFS’s Customer Funds Account, but you can still request redemption for up to 6 years. We may deduct from the proceeds of redemption of any such Available Balance the amount of any Late Redemption Fee.
- 10.4. We and PFS shall have the absolute right to set-off, transfer, or apply sums held in the Account(s) or Cards in or towards satisfaction of all or any liabilities and Fees owed to us that have not been paid or satisfied when due.
- 10.5. We shall have the absolute right to close your Account and submit a chargeback claim for the relevant Transactions if your Account is in negative standing for more than 60 days. If our chargeback is successful, funds paid to your Account may only be used to credit your Card or Account, and your Account will remain closed.
- 10.6. If your Account is inactive (including without limitation no access to the account or payment Transactions) for at least 2 consecutive years and has an Available Balance, we may (but we are not obliged to) notify you by sending an e-mail to your registered e-mail address and give you the option of keeping your Account open and maintaining or redeeming the Available Balance. If you do not respond to our notice within thirty (30) days, we will automatically close your Account and initiate a Transfer of your Available Balance to the last payment account notified by you to us (your “Nominated Bank Account”).

11. TERMINATION OR SUSPENSION OF A CARERCARD ACCOUNT OR TRANSACTION PROCESSING

- 11.1. We do not envisage termination of your Carercard service under normal circumstances, but as a financial service product, we and PFS must reserve the right to terminate an account in specific circumstances described below.
- 11.2. We may terminate this Agreement and your use of Carercard with prior notice of at least two months. Your use of Carercard and associated PFS IBAN ends on the Expiry Date in accordance with Clause 10.1.
- 11.3. This Agreement and your use of the Payment Services will also end when your ability to initiate all Transactions ceases. We may terminate or suspend, for such period as may reasonably be required, your use of the Payment Services in whole or in part at any time or the processing of any Transaction(s) if:
- 11.3.1. there is any fault or failure in the relevant data processing system(s);

- 11.3.2. we or PFS 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;
- 11.3.3. any Available Balance may be at risk of fraud or misuse;
- 11.3.4. we or PFS suspect that you have provided false or misleading information;
- 11.3.5. we or PFS are required to do so by law, the police, a court or any relevant governmental or regulatory authority;
- 11.3.6. required to fulfil ours and PFS's legal obligations in relation to the fight against money laundering and financing of terrorism;
- 11.3.7. there is suspicion of unauthorised or fraudulent access to or use of your Account or that any of its security features have been compromised, including the unauthorised or fraudulent initiation of a Transaction;
- 11.3.8. we or PFS have reasonable grounds to believe you are carrying out a prohibited or illegal activity;
- 11.3.9. we or PFS are unable to verify your identity or any other information pertaining to you, your Account or a Transaction.
- 11.4. If any Transactions are found to have been made using your Card or PFS IBAN after expiry or any action has been taken by us or PFS under Clause 11.3, you must immediately repay such amounts to us.
- 11.5. Where it is practicable and lawful for us to do so or would not compromise reasonably justified security reasons, we will notify you via email of the suspension or restriction and the reasons for it before such measures take place or immediately thereafter. We will reinstate your Account or execute the relevant Transaction(s) as soon as practicable after the reasons pursuant to Clause 11.3 no longer apply or exist.
- 11.6. If you wish to terminate the Payment Services at any time, you must request termination and the return of your Available Balance by email to our address in Clause 2.2 from the email address registered in your Account. Our Customer Services department will then suspend all further use of your Payment Services.
- 11.7. Once we have received all the necessary information from you (including any Customer Due Diligence) and all Transactions and applicable Fees and charges have been processed, we will refund to you any Available Balance less any Fees and charges payable to us, provided that:
 - 11.7.1. you have not acted fraudulently or with gross negligence or in such a way as to give rise to reasonable suspicion of fraud or gross negligence; and
 - 11.7.2. we or PFS are not required to withhold your Available Balance by law or regulation, or at the request of the police, a court or any regulatory authority.
- 11.8. Once the Payment Services have been terminated, it will be your responsibility to destroy the Card(s) that were provided to you.
- 11.9. If, following reimbursement of your Available Balance, any further Transactions are found to have been made or charges or Fees incurred using the Card(s) or PFS receives a reversal of any prior funding Transaction, we will notify you of the amount and you must immediately repay to us such amount on demand as a debt.
- 11.10. Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

12. KEEPING YOUR CARERCARD AND DETAILS SAFE

- 12.1. You are responsible for the safekeeping of your username and password for your Carercard Account ("**Access Codes**") and the personal identification number for your Card ("**PIN**").
- 12.2. Do not share your PIN with anyone. You must keep your PIN safe, and separate from your Carercard or any record of your Carercard number and not disclose it to anyone else. This includes:

- 12.2.1. as with any account password you may use, memorise your PIN as soon as you receive it, and destroying the post, mail or other authorised communication used to transmit it to you;
- 12.2.2. never write your PIN on the Carercard itself or on anything you usually keep with your Carercard, such as the Housebook provided, use some other place for a Carercard PIN;
- 12.2.3. try to keep your PIN secret to you at all times, including by not using your PIN if anyone else is watching;
- 12.2.4. not disclosing your PIN to any person, and precautions if entering a PIN at an ATM terminal.
- 12.3. A Carercard user no longer has to sign the signature strip on any Personalised Card when received.
- 12.4. Your PIN number is required when your Carercard is used to withdraw cash or to make purchases in retail stores, if the amount is over the current £30 contactless 'tap' amount.
- 12.5. You will also need the mobile telephone number we have as part of your registration with us, for the latest one-time-password process that some retail Merchants will now be starting to use for online purchases, across payment cards, to better protect your funds from fraud.
- 12.6. If you forget your PIN, you should follow this procedure, also described in the Housebook User Guide.
 - 12.6.1. send an SMS text from your mobile to 0044 (0)7537417755 (also known as 07537 417 755)
 - 12.6.2. with both your <PIN> and one space before the <last 8 digits of your Card> to retrieve PIN again.
 - 12.6.3. for example, it will look like: PIN 12345678 sent to 07537417755 where 123xxxxx is last 8 digits
- 12.7. Do not share your Access Codes with anyone except an Authorised Person. If you disclose the Access Codes to any Authorised Person, you are responsible and liable for their access, use or misuse of the Account, their breach of the terms of this Agreement or disclosure of the Access Codes.
- 12.8. Carercard may only be used by you and an Additional Cardholder or Authorised Person.
- 12.9. You must not give the Carercard to any other person or allow any other person to use the Payment Services except Authorised Persons or Additional Cardholders. You must keep the Carercard in a safe place.
- 12.10. Failure to comply with Clauses 9.2 and/or 9.4 may affect your ability to claim any losses under Clause 15 in the event that we or PFS can show that you have intentionally failed to keep the information safe or you have acted fraudulently, intentionally, with undue delay or with gross negligence. In all other circumstances your maximum liability shall be as set out below at Clause 15.
- 12.11. If you believe that someone else knows your Account or Card security details, you should contact us immediately in accordance with Clause 13.
- 12.12. Once your Card has expired (see Clause 10), or if it is found after you have reported it as lost or stolen, you must destroy your Card by cutting it in two, through the magnetic strip.

13. LOSS OR THEFT OF YOUR CARD OR MISAPPROPRIATION OF YOUR ACCOUNT

- 13.1. If your Carercard is lost or stolen or if you think it is being used without permission or if your Carercard is damaged, you must contact us as soon as possible on 0800 808 5491 and;
 - 13.1.1. provide us with your Account or Card number and your Username or Password or some other identifying details so we can be sure we are speaking to you and;
 - 13.1.2. once we have your consent to block that card and close that Account, we will then provide you with a replacement Card with a new Account loaded with an amount equivalent to your last Available Balance.

- 13.1.3. you can also go online with your account at <https://clients.prepaidfinancialservices.com/carercard/> and report the same lost Carercard notification.
- 13.2. 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 (see Clause 15). 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 and if you can produce sufficient details to identify yourself and the relevant Account.
- 13.3. Replacement Cards will be posted to the Account address registered and kept up to date and accurate by you. Failure to maintain a correct Address may result in a Card Replacement Fee, although we do recognise that the cared-for Address is in most circumstances the same Address for the Account, and for Carers.
- 13.4. If you subsequently find or retrieve a Carercard that you had reported lost or stolen, you must immediately destroy the found and now redundant Carercard by cutting it in half through the magnetic stripe and chip.
- 13.5. By using our Carercard service, you agree to help us, PFS, our agents, regulatory authorities and the police if your Carercard is lost, stolen or if we suspect that the Payment Services are being misused by any party.

14. CARERCARD CUSTOMER SERVICE CONTACTS AND COMPLAINTS PROCESS

- 14.1. We are committed to providing an excellent customer experience for Carercard customers and Service Users. If we do not meet your expectations in any way, we want to have the opportunity to put things right.
- 14.2. A printed sheet for 'Contact Us' is provided in the Housebook, for ease of access to talk with us anytime. Our Customer Services team is contactable Monday to Friday from 9am to 5pm, and outside of this for emergencies. Call us on 0800 808 5491 and talk with us during office hours, or use the message system if out of hours.
- 14.3. You can email us at Support@Carercard.com which provides an additional way to contact us and leave a message for our response. Contacts received outside of these office hours are considered as being received in the following Business Day. Please also note that calls may be monitored or recorded for training purposes.
- 14.4. If you wish to use the postal service, mail us at: Customer Support, Hestian Group Ltd, 3, The Quadrant, Coventry, CV1 2DY recognising that we would always prefer the opportunity to talk with you, or call you back.
- 14.5. If having had a response from our Customer Services you are unhappy with the outcome, please contact;
- 14.5.1. via email (with a subject heading) to The Complaints Officer – to Support@Carercard.com or;
- 14.5.2. in writing via post to The Complaints Officer, Hestian Group Ltd, 3, The Quadrant, Coventry, CV1 2DY
- 14.6. Once received, the Complaints Officer will conduct an investigation and you will receive a response of its findings within 15 days of receipt of the complaint. In exceptional circumstances where we are unable to reply within the first 15 days, we will reply providing a reason for the delay and deadline for response, not more than 35 days after first receipt of complaint.
- 14.7. If our Complaints Officer is unable to resolve a complaint and you wish to escalate it, 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 <http://www.financialombudsman.org.uk/consumer/complaints.htm> You must provide us with all receipts and information that are relevant to your claim.

15. GENERAL LIABILITY and LIMITATION OF LIABILITY

15.1. Without prejudice to Clause 15 and subject to Clause 15.4;

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 CarerCard Payment Services for any valid reason stated in this Agreement;
2. for any fault or failure beyond our reasonable control relating to use of CarerCard Payment Services, including but not limited to, a lack of Available Balance or fault in or failure of data processing systems;
3. for any loss, fault or failure relating to use of a Third-Party Provider,
4. if a Merchant refuses to accept a Payment or fails to cancel an authorisation or pre-authorisation;
5. for the goods or services that are purchased with your Card;
6. for any dispute you might have with a Merchant or other user of the Payment Service where you acted with: undue delay, fraudulently; or with gross negligence (including where losses arise due to your failure to keep us notified of your correct personal details including a current mobile number).

15.2. You agree that you will not use the CarerCard Payment Services in an illegal manner and you agree to indemnify us or PFS against any claim or proceeding brought about by such illegal use of the Payment Services by you, your Authorised Person(s) and Additional Cardholder(s).

15.3. You are solely responsible for your interactions with Merchants or other users of the Payment Service. We and PFS reserve the right, but have no obligation, to monitor or mediate such disputes.

15.4. To the fullest extent permitted by relevant law, and subject to Clause 15 and Clause 15.5, PFS total liability under or arising from this Agreement shall be limited as follows:

15.4.1. 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; and

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

15.5. Nothing in this Agreement shall exclude or limit either Party's liability in respect of death, personal injury, fraud, fraudulent misrepresentation, or any other liability to the extent such liability may not be excluded or limited as a matter of law arising from that party's negligence or fraudulent misrepresentation.

15.6. 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.

16. YOUR PERSONAL DATA

- 16.1. A data controller may be a person or other body which, individually or jointly with others, oversees planning and operation of the purposes and means by which your personal data shall be processed.
- 16.2. Hestian Group Ltd is a registered Data Controller with the Information Commissioner's Office in the UK under registration number ZA528361 listed at <https://ico.org.uk/ESDWebPages/Entry/ZA528361>
- 16.3. Hestian operates as a joint controller with Prepaid Financial Services Ltd (PFS). PFS is also a registered Data Controller with the Information Commissioner's Office in the UK under registration number Z1821175 listed at <https://ico.org.uk/ESDWebPages/Entry/Z1821175>
- 16.4. The Data Controller is Hestian Group Ltd, 3 The Quadrant, Coventry, CV1 2DY. We have appointed an independent professional service, ClearComm, to operate on our behalf as a joint controller and as the nominated Data Protection Officer.
- 16.5. The Data Protection Officer is Peter Vine, at ClearComm, Kingston Smith & Partners LLP, Devonshire House, 60 Goswell Road, London, EC1M 7AD contactable by email to DPO@Carercard.com
- 16.6. In order for us to provide you with the services relating to your Account, we, PFS and ClearComm are required to collect and process personal data about you, Additional Cardholders and Authorised Persons, with your consent or on a legal basis to meet our obligations for Anti-Money Laundering legislation or obligations to other governmental organisations.
- 16.7. Your consent will be sought for collection of your data and you have the right to agree or decline. If you decline consent for the collection and processing of your data, we reserve the right to discontinue providing the Carercard service due to the obligations placed on financial services institutions.
- 16.8. We and PFS may disclose or 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.
- 16.9. We may pass your personal data on to third-party service providers contracted to Hestian Group Ltd as a Distributor of Prepaid Financial Services Ltd (PFS) in the course of dealing with your Account. Any third parties that we may share your data with are obliged to keep your details secure, and to use them only to fulfil the service they provide you on our behalf.
- 16.10. Where we or PFS transfer the personal data to a third country or international organisation, we ensure this is done securely and that they meet a minimum standard of data protection in their country. You have the right to receive information concerning the personal data we hold about you and to rectify such data where it is inaccurate or incomplete. You have the right to object to or withdraw any consent you have given for certain types of processing such as direct marketing.
- 16.11. Your data will be retained for 6 years after the end of the provision of services to you, when your data will be destroyed in compliance with the requirements of the General Data Protection Regulation.
- 16.12. In the event that you wish to make a complaint about how your personal data is being processed by us (or third parties as described in Clauses 16.8 and 16.9 and Clause 16.10 above), or how your complaint has been handled, you have the right to lodge a complaint directly with the supervisory authority and Hestian's Data Protection Officer.
- 16.13. Our Hestian Privacy Policy and the accompanying PFS Privacy Policy, both notified on our website, provide full details on your rights as a data subject and our obligations as a data controller. Please read this document carefully and ensure you understand your rights.

17. CHANGES TO THE AGREEMENT

- 17.1. We may update or amend these terms and conditions (including our Fees, Charges and Limits). Notice of any changes will be given on our website, or by e-mail notification, or by SMS at least two months in advance. By continuing to use the Payment Services after the expiry of the two-month notice period you acknowledge that you indicate your acceptance to be bound by the updated or amended terms and conditions.
- 17.2. If you do not wish to be bound by them, you should stop using the Payment Services and terminate this Agreement in accordance with Clause 11 before the changes take effect.

18. REGULATION AND LAW

- 18.1. The Payment Services, Card and Account are payment services and not deposit, credit or banking products and are not covered by the Financial Services Compensation Scheme.
- 18.2. This Agreement shall be governed by and interpreted in accordance with the laws of England & Wales, and any dispute or claim in relation to this Agreement shall be subject to the non-exclusive jurisdiction of the English courts. However, if you reside outside of England and Wales you may bring an action in your country of residence.

19. MISCELLANEOUS

- 19.1. We may assign or transfer 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 two months' written notice. This will not adversely affect your rights or obligations under this Agreement.
- 19.2. Nothing in this Agreement is intended to confer a benefit on any person who is not a party to it, and no such person has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement, but this Clause do not affect a right or remedy of a third party which exists or is available apart from that Act.
- 19.3. Any waiver or concession we may allow you, will not affect our strict rights and your obligations under this Agreement.
- 19.4. 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.
- 19.5. Clause headings are inserted for convenience only and shall not affect the interpretation of these Terms. We will not lose our rights under these Terms by reason of any delay by us in enforcing those rights.