
Terms & Conditions



onepay
for you

www.onepay.co.uk

Registered in England and Wales
Company No. 05934955

OP-TC04-ENG

1. YOUR CARD

- a) We issue your Card to you so you can use it for Transactions. Dependent on the fee schedule you choose at the time of your application for the Card a fee might be payable on a weekly or monthly basis (as set out in Section 13 on Fees and Limits).
- b) Your Card is not a credit card, and is not in any way connected to your personal bank account. Funds loaded onto your Card will not earn any interest.
- c) Your Card is not transferrable, it may only be used by you.
- d) Your Card is issued to you by us pursuant to license by Visa Europe Ltd.
- e) Your Card remains our property and belongs to us.

2. APPLYING FOR AND ACTIVATING YOUR CARD

- a) To apply for a Card, you must be at least 16 years old and legally entitled to work in the UK.
- b) We will conduct applicable CDD to identify you. We will keep records of any CDD information and documents you provide to us in accordance with the Privacy Notice referred to in Section 15.
- c) As soon as you receive your Card you must sign the signature strip on the reverse and contact us to activate it by:
 - i. calling our automated telephone service on 0113 320 1900 and follow the prompts; or
 - ii. go to the Website and click 'log in' at the top of the page.
- d) Your Card cannot be used until signed and activated.
- e) We supply a personal identification number ("PIN") which is particular to your Card.

3. LOADING YOUR CARD

- a) When the Account is loaded we will credit the funds to your Available Funds as soon as we receive them.
- b) Until you have passed CDD, funds may only be loaded onto the Account by an employer or employment agency that has been verified by us.;
- c) After you have passed CDD, the Account details may be passed on to new employers enabling you to continue to be paid onto the Account if you change jobs.
- d) After you have passed CDD, funds may be loaded by electronic transfer from bank accounts held in the United Kingdom.
- e) If a party that has not been verified by us loads funds onto the Account before you have passed CDD, we may require you personally to provide such evidence of identity, residence and such other information as we may consider appropriate based on your circumstances and/or to comply with any applicable laws. We reserve the right to suspend your Account until you have provided us with the requested information. We may, without stating reasons and with no right to compensation to you, refuse to activate your Card and to open an Account. You will be notified of this refusal by e-mail.
- f) Limits may apply to the number of times the Account may be loaded in any week and certain minimum and maximum load limits may apply, as set out in the Fees and Limits Section 13 below.
- g) A load fee may apply for certain load methods (please see the Fees and Limits Section 13 below).

4. USING YOUR CARD

- a) You may use your Card worldwide at any Merchant that displays the Visa acceptance mark, excluding limited acceptance Merchants in EU/EEA that do not accept prepaid products. We cannot guarantee that a Merchant will accept your Card.
- b) You may use your Card to set up a recurring payment.
- c) You will not be able to use your Card after this Agreement has ended, your Card has expired, has been cancelled or while suspended, or if your Card has been reported lost, copied, stolen, or its safety has been compromised.
- d) From time to time, your ability to use your Card may be interrupted, e.g. when we carry out maintenance, we need to address a technical issue, or if a Force Majeure Event occurs. If this happens, you may be unable to:
 - i. load the Account;
 - ii. use your Card for Transactions or obtain cash from ATMs (if applicable); and/or
 - iii. obtain information about Available Funds and/or about your recent Transactions.
- e) Certain spending/withdrawal limits apply to your Card (and are set out in the Fees and Limits Section 13).
- f) If you use your Card to make a Transaction in a currency other than Denominated Currency, the Transaction to the Denominated Currency on the day it is processed by our Card scheme provider, Visa, at their rate of exchange, may vary daily. More details about the exchange rate that Visa will apply can be found at: <https://www.visaeurope.com/making-payments/exchange-rates>.
- g) Where paying in a currency other than the Denominated Currency, a foreign currency fee will be charged (set out in the Fees and Limits Section 13).
- h) You acknowledge that balances and Available Funds shown in your Online Portal are only approximate real time balances rather than the settled balances in the Account. A real time balance may not take into account pending Transactions. We will provide you with information on any pending Transactions as soon as we have the information. We will also deduct any applicable fees as soon as they become payable by you (see the Fees and Limits Section 13).
- i) You will receive either an SMS message or an email each month advising that your statement of account is available in your online portal.
- j) We may at any time suspend or restrict your Card for the following reasons:
 - i. if we are concerned about the security of the Account, Online Portal or your Card; and
 - ii. if we reasonably suspect the Account, Online Portal or your Card is being used in an unauthorised, fraudulent or grossly negligent manner;

If we do so then we will notify you as soon as reasonably practical by means of a phone call, unless we cannot for security reasons or prohibited from doing so by law.

- k) If we take any of the steps referred to in Section 4(j), we may ask you to stop using your Card and either return it to us or destroy it. If after further investigations we have a reasonable belief that the circumstances leading to the suspension or restriction of your Card no longer apply, we will remove the restrictions and/or issue you with a replacement Card as appropriate.
- l) You can check your Available Balance by logging in to your Online Portal, or by contacting Customer Services.
- m) In some circumstances Merchants may require verification that your Available Funds will cover the Transaction amount and initiate a hold on your Available Funds for that amount. Examples include rental cars. In the event a Merchant places pre-authorization on the Account, you will not have access to these funds until the Transaction is complete or released by the Merchant which may take up to 30 days.
- n) If you use your Card at a fuelling station, subject to Merchant acceptance, your Card may need to be pre-authorized for a pre-determined amount in the relevant currency. If you do not use the whole pre-authorization or do not have Available Funds to obtain a pre-authorization, it is possible that the pre-authorized amount will be held for up to 30 days before becoming available to you again.

5. AUTHORISING TRANSACTIONS

- a) You will need to authorise each Transaction. This includes authorising any single or recurring Transaction or pre-authorising future Transactions of a certain or uncertain amount.
- b) A Transaction may be regarded as authorised by you where you have authorised the Transaction at the point of sale by following the instructions provided by the Merchant, which may include:
 - i. entering your PIN or providing another Security Detail;
 - ii. your signature;
 - iii. providing your Card details and/or providing you Security Details and/or Safeguard System as requested;
 - iv. making a request for a cash withdrawal at any bank counter or branch or at any Merchant.

Once you have authorised a Transaction we will deduct its value from your Available Funds immediately.

- c) You must also comply with any additional third party terms connected with the use of your Card (for example, those of a Safeguard System).
- d) Only future dated authorised Transactions may be withdrawn by you by giving notice to the Merchant (providing a copy of the notice to us) as long as such notice is provided no later than the close of business on the Business Day before the Transaction was due to take place. We will charge you a fee if authorisation is withdrawn by you under this Section (set out in the Fees and Limits Section 13).

- e) If you have authorised a Transaction with a merchant for an uncertain amount and you were charged more than you could have reasonably expected you have a right to a refund from us if you inform us within eight weeks of this Transaction having taken place. You will not be given this right if you directly consented to this Transaction and information about the Transaction has been made to you by the merchant four weeks prior to the Transaction.

6. THIRD PARTY PROVIDERS

- a) You can choose to use an authorised Third Party Provider
 - i. to provide account information services to you.
- b) The Financial Conduct Authority and the European Banking Authority maintain registers of appropriately regulated Third Party Providers which you can access to confirm the Third Party Provider is authorised. We take no responsibility for the information or services provided to you by that Third Party Provider.
- c) In order to allow a Third Party Provider to access your Online Portal, you must contact us and we will provide all necessary instructions and security verifications which the Third Party Provider will need in order to access your Online Portal.
- d) Do not give your Security Details to Third Party Provider.

7. TERMINATION AND EXPIRY

- a) This Agreement is entered into at the time you apply for the Card at your agency.
- b) You have the right to withdraw from this Agreement for a period of up to 14 calendar days beginning from the commencement of the Agreement (the "Cooling-Off Period") without any penalty but subject to deduction of any fees incurred by us only in relation to Transactions you have made (as set out in Section 13). If you withdraw from the Agreement during the Cooling-Off period no other fees or charges will be incurred. You can withdraw by contacting Customer Service within the 14 day Cooling Off Period.
- c) You also have the right to terminate this Agreement after the Cooling-Off Period at any time. You can do so by contacting Customer Services. On receipt of your instruction, we will debit any outstanding Transactions and deduct any applicable fees. You can then redeem your unused Available Funds as specified in Section 10 of this agreement.
- d) Once the Agreement has been terminated, you must destroy your Card.
- e) At our sole discretion, we may terminate this Agreement with at least 2 months' notice.

- f) We may terminate this Agreement immediately and without prior notice under the following circumstances:
 - i. if you have breached this Agreement;
 - ii. you use (or allow someone else to use) the Account and/or your Card improperly, illegally or for criminal activity;
 - iii. we must do so to comply with any law, regulation or by order or recommendation of the police or any relevant governmental or regulatory authority or court; or
 - iv. we establish any information we relied upon in allowing you your Card was untrue.
- g) Your Card will be valid for the period ending on the expiry date indicated on the front ("**Expiry Date**"). On the Expiry Date, your Card will cease to function and you will have no further right to use it for Transactions. This Agreement will terminate when your Card expires unless you request or are issued with a replacement Card prior to the Expiry Date.
- h) If either party terminates this Agreement in accordance with this Section 7 we will immediately cancel any Cards.

8. KEEPING YOUR CARD SECURE

- a) You must not give your Card to other people or allow others to use it.
- b) You may also have other Security Details that you use in connection with the Card (for example, your Safeguard System passcode). You must not share any PIN or Security Details with anyone else. We would never ask you for your PIN or Security Details.
- c) You should check the Transactions recorded in the Online Portal on a regular basis for any Transactions that you have not authorised, and notify us as per Section 11(a).

9. OUR LIABILITY

- a) Except as set out in this Section 9, we shall not be liable to you for any 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;
- b) We will not be liable for any loss arising from:
 - i. a Merchant refusing to accept a Transaction from your Card;
 - ii. where you acted;
 - in an unauthorised or fraudulent manner;
 - in such a way as to materially breach this Agreement, or any other agreement with us or any Third Party Agreement; or
 - with gross negligence.
 - iii. where your loss is due to the occurrence of a Force Majeure Event; or
 - iv. the goods or services (or in connection with use of the goods and services) that are purchased with your Card;
- c) Where your Card is faulty, our liability shall be limited to replacement of your Card loaded with any Available Funds.

- d) Where sums are incorrectly deducted from your Available Funds and in all other circumstances, involving non-execution, defective or late execution of a Transaction, our liability shall be limited to payment to you of an equivalent amount together with any interest or charges incurred.

10. YOUR RIGHT TO A REDEMPTION

- a) You have the right to redeem your Available Funds at any time, whether in full or in part, before the termination date (and thereafter only in full). You can do so by contacting Customer Services, indicating the amount to be redeemed.
- b) When we process your redemption, or return funds in accordance with the Termination and Expiry Section, we will charge a redemption fee (set out the Fees and Limits Section 13) except:
 - i. during the Cooling-Off Period; or
 - ii. during the 12 months following the expiry of your last Card connected to the Account; or
 - iii. when you are terminating your Card because you do not wish to accept a change to the terms of this Agreement that we have notified you of.
- c) We will return your Available Funds in Pounds Sterling to your personal bank account. Before we do so, we may need to verify your identity in order to satisfy applicable law (and we reserve the right to withhold funds where we have a reasonable concern regarding fraud or other security issues).
- d) If there are any funds remaining on the Account one year after the termination date or cancellation or expiry of your last Card connected to the Account (or, if earlier, any other termination of this Agreement), and you have not requested a redemption, or not provided us with all necessary information to enable us to make the redemption, an ongoing monthly maintenance account fee will be payable and will be deducted from your Available Funds (see the Fees and Limits Section 13).
- e) Your funds are available for redemption by contacting Customer Services at any time before the end of the 6 years Limitation Period (subject to the fees set out in Section 13). After the 6 years Limitation Period you will no longer be able to redeem your funds.

11. YOUR LIABILITY FOR CARD TRANSACTIONS

- a) If you believe that a Transaction has been incorrectly executed or was not authorised by you, you must inform us immediately via Customer Services. Failure to notify us immediately on becoming aware or, in any event, within 13 months from the date of the unauthorised or incorrectly executed Transaction will result in you losing your entitlement to have the matter corrected.
- b) Where we establish that a Transaction was not authorised by you and you have notified us in a timely manner and within 13 months of the date of the unauthorised Transaction, unless Section 11(c) applies, we shall refund to you the full amount debited without authorisation.
- c) You will be liable for:
 - i. all losses incurred in respect of a Transaction made by us which was not authorised by you, if you have acted fraudulently, or have intentionally or with gross negligence failed to comply with the obligations set out under Keeping Your Card Secure (Section 8) or you have not notified us in a timely manner in accordance with Section 11(b); and
 - ii. where Section 11(c)(i) does not apply, up to £35 of any losses incurred in respect of a Transaction not authorised by you, where you have otherwise failed to comply with your obligations under Keeping Your Card Secure (Section 8).
- d) In any event, we will refund the full amount where:
 - i. The loss, theft or misuse was not detectable to you prior to a Transaction; and/or
 - ii. The unauthorised Transaction was caused by the acts or lack of action on our part (including an employee or agent or a third party to which we have outsourced activities).
- e) If any of the above circumstances in this Section 11 (a) and (b) apply, you may also contact the Merchant as this may support the resolution of the dispute.

- f) If we refund a disputed Transaction to the Account and subsequently receive information to confirm that the Transaction was authorised by you and correctly deducted from your Available Funds, we shall:
 - i. deduct the amount of the disputed Transaction from your Available Funds; and
 - ii. re-charge any fees and/or charges that you owe us.

12. CHANGES TO THIS AGREEMENT

- a) If we intend to make changes to the terms of this Agreement, we will give you at least two (2) months written notice before the changes come into effect unless the changes are required due to a change in relevant legislation or regulations and we are prevented from giving you two (2) months' notice. In those circumstances, we will give you as much written notice as possible.
- b) Notices and the up-to-date version of this Agreement will always be available on the Website.
- c) When we notify you of a change to this Agreement, you will have the right to terminate the Agreement without charge prior to the change taking effect. If you do so, we will refund your Available Funds in the Account in accordance with Section 10 (Your Right to a Redemption).
- d) You will be deemed to have accepted all of the notified change(s) unless you tell us that you do not agree prior to the change(s) taking effect. If you notify us that you do not agree, we will treat your notice to us as notification that you wish immediately to terminate this Agreement and we will refund your Available Funds in the Account in accordance with Section 10 (Your Right to a Redemption). You will not be charged an Account Closure Fee.

13. FEES AND LIMITS

- a) The following limits apply to the usage of the Card:


Maximum weekly card loads	8
Maximum Account Load	£2,500.00
Maximum Balance	£10,000.00
Maximum Daily Transaction Value (Inclusive of fees)	£5,000.00
Daily Withdrawal Limit Through an ATM.	£500.00

b) Fees applicable to the Card:

Inclusive Transactions (Weekly)	PAYG	Lite	Standard	Plus
Package Fee	Free	£2.00	£2.50	£3.00
ATM withdrawals	0	1	2	4
Account credits included	0	1	2	4
Transactions fees (transactions fees marked with * are only applicable once the inclusive allowance is exceeded)				
Account set up fee	Free			
ATM withdrawals*	£1.00			
ATM balance enquiry*	Free			
Account credits*	£1.50			
SMS notifications*	£0.10			
Purchase Transaction/cashback (obtaining cash at a merchant as a fraction of your overall purchase)	Free			
Quasi cash (e.g., money orders, traveller's checks, foreign currency)	£1.50			
Declined Transaction Fee	£0.50			
International Transaction Fee	£0.75			
FX mark-up rate (Currency Conversion Charge)	1.99%			
Lost/stolen replacement card fee	£3.00			
Card cash out – UK bank	£5.00			
Card cash out – Non-UK bank	£10.00			
Customer Service enquiries – Free	(standard network call charges apply)			
PIN reminder – automated telephone service – Free	(standard network call charges apply)			
Online Portal management	Free			
OnePay PAYG (Only applicable to PAYG Cards)				
Inactive for 60 days	£2.00 per month	N/A	N/A	N/A
Maintenance Account Fee (Applicable to All Cards)				
Where funds remain on your account one year from any termination/ cancellation/ expiry of this agreement	£5.00 per month	£5.00 per month	£5.00 per month	£5.00 per month

- c) When you apply for your Card you can choose one of the weekly fee packages PAYG, Lite, Standard or Plus. However, you can change your package at any time. Any change to a different fee package will take effect on the next weekly billing cycle which starts every Friday (although you can request to move at anytime). If we receive a request from you to move packages on a Monday, the request will take effect on the following Friday.
- d) When you use your Card at an ATM, you may also be subject to fees and/or surcharge rules and regulations of the relevant ATM provider, or other financial institution or association.
- e) You are responsible for ensuring that you have sufficient Available Funds when you authorise a Transaction.
- f) Depending on the way you use your Card, there may be other limits beyond our control. For example, certain cash machines may have their own limits

attached, which could be more or less than the limit on your Card.

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- g) You may have to pay some third parties for the use of service connected with your Card (for example, a mobile phone, Digital Wallet or app provider). Any such fees and/or charges are your own responsibility.
 - h) We have no control over third parties that may apply a charge to you for processing the Transaction or who convert the local currency into other currencies and charge for doing so.
 - i) If you are a Lite, Standard or Plus customer and there are insufficient funds on your card to cover the weekly fee, you will automatically default to PAYG. You may, provided there are sufficient funds on the card, upgrade to a weekly fixed fee at any time by calling Customer Services.

14. YOUR DETAILS

- a) We may contact you by telephone, letter, SMS or email at the contact details you provide us.
- b) You must let us know as soon as possible of any changes to your name, address, telephone number or e-mail address. We may request proof of any changes to your details.
- c) If we contact you in relation to your Card, we will use the most recent contact details you have provided to us. Any e-mail to you will be treated as being received as soon as it is sent by us using the details you have most recently provided.
- d) If you do not tell us promptly about any change to your contact details, the security of your information may be at risk and you may not receive important information from us, including notices about changes to this Agreement.

15. DATA PROTECTION

All Personal Data collected by us or our service providers and passed to us in relation to this Agreement will be handled in accordance with our Privacy Notice (see: <https://onepay.co.uk/privacy-statement/>) and in accordance with all applicable laws and regulations.

16. DISPUTES WITH MERCHANTS

If you have any dispute(s) about purchases made using your Card, you should settle these with the relevant Merchant from whom you bought the goods or services. We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased using your Card. Subject to Section 5 once you have used your Card to make a purchase we cannot stop that Transaction.

17. COMMUNICATIONS / LOST AND STOLEN CARDS

- a) If you have an enquiry relating to your Card, please contact Customer Services.
- b) You must without undue delay report your Card lost or stolen, by calling the Lost and Stolen Card Contact Number, which is available 24 hours a day, or report your card lost or stolen via the Online Portal.
- c) Where we are allowed by law, we may contact you in any variety of ways, such as SMS, e-mail or calls to your mobile telephone or any other way available to us now or in the future.
- d) We will never ask you for your personal banking details (for example, PIN and/or other Security Details) by letter or email. If we contact you by phone, we may need to identify you. We will do this by asking you for certain information known only to you.
- e) We will never ask you to make payments from the Account to another account or ask for your PIN.
- f) You can ask us for any additional copy of this Agreement at any time by contacting Customer Services.
- g) You can view the UK's Payment Service Regulations 2017 at: http://www.legislation.gov.uk/uksi/2017/752/pdfs/uksi_20170752_en.pdf
- h) This Agreement is in English and we will only write to and communicate with you in English. If you wish for communications to be carried out in another language, please view the Website for a list of supported languages.

18. COMPLAINTS

- a) If you are unhappy in any way with your Card, or with the way it is administered or serviced, please contact Customer Services.
- b) Details of our complaints procedure can be obtained on the Website or by contacting Customer Services.
- c) If we are unable to resolve your complaint or if you are dissatisfied with the conclusion that we came to, you have the right to take your complaint to the Financial Ombudsman Service within 6 months of receiving our final response. The Financial Ombudsman Service provides a free, independent, complaint resolution service. Details of the service offered by the Financial Ombudsman Service and how to refer a complaint to them are available at: www.financial-ombudsman.org.uk. You can contact them at Exchange Tower, London E14 9SR. Tel: **0300 123 9123** or **0800 023 4567** (or **+44 20 7964 0500** if you are calling from outside the UK). Email: complaint.info@financial-ombudsman.org.uk.
- d) You also have the option to refer your complaint to the Financial Ombudsman Service using the European Online Dispute Resolution platform (ODR platform) by visiting the following website: <http://ec.europa.eu/consumers/odr/>

19. COMPENSATION

Your Card is an electronic money product regulated by the Financial Conduct Authority. Your Available Funds are not covered by the Financial Services Compensation Scheme. No other compensation scheme exists to cover losses claimed in connection with your Card. This means that in the unlikely event that we become insolvent your Available Funds may become valueless and unusable and as a result you may lose your money.

As a responsible e-money issuer, we ensure that once we have received your funds they are deposited in a secure account, specifically for the purpose of settling Transactions made by your Card.

20. GOVERNING LAW

This Agreement and any obligations arising out of or in connection with it are governed and construed by the laws of England and Wales. Parties agree to submit to the exclusive jurisdiction of the English courts in relation to any dispute or claim arising out of or in connection with this Agreement. This condition still allows us to commence proceedings before any other courts in a different jurisdiction where we are permitted to do so under applicable law.