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Simple Payment

Terms and Conditions



HM Government

Introduction

This introduction gives you the information you need to use your Card. Section 1 tells you how to use your Card to access your Payments. Sections 2 and 3 tell you other things you will need to know about the Card. This is an important document so please read it carefully.

Your Card will allow you to collect your benefit, pension or child maintenance (Payment) paid to you by the Government. You will receive a plastic card or alternatively in certain circumstances a ten digit number (e-Payment) by email, SMS, or over the phone, by Citibank Europe Plc (Citi, we or us) or a Government department.

These terms and conditions (Terms and Conditions) govern your use of the Card (both the plastic card or any e-Payment) and form an agreement between you and us. Terms and Conditions are available in large Print and Braille. To listen to your Terms and Conditions go to www.direct.gov.uk/simplepayment and use the Read Out Loud PDF or Call us on 0845 600 0046 (textphone 0800 032 5864). Lines are open Monday to Saturday 8am to 8pm.

By using your Card to withdraw your Payments, you agree that you have read and accepted these Terms and Conditions. If you do not agree to these Terms and Conditions, please return the Physical Card to us at PO Box 67877, London SE5 5HH or destroy or delete any e-Payment reference that you have been given. Before you do so, you should contact the relevant Government department to arrange for an alternative method for you to collect your Payments.

The helpline for your Card is 0845 600 0046 (textphone 0800 032 5864). Lines are open Monday to Saturday 8am to 8pm.

Section 1.

Using your Card

- 1.1 Your Card can only be used to withdraw Payments at outlets in the UK which we will notify to you (Outlets). There are no charges to you for using the Card. Neither you nor anyone else can pay money onto your Card.
- 1.2 You can only withdraw Payments using your Card if:
 - we have received Payment from a Government department; and
 - you follow the procedures provided to you when you receive your Card and which can also be obtained from an Outlet, found on the website at www.direct.gov.uk/simplepayment or by calling the customer helpline. If you do not follow our procedures you will not be able to access your Payments.
- 1.3 You can only use your Card to withdraw the whole (and not part) of any Payments. You can withdraw more than one Payment at the same time up to a daily limit of £600. If your total Payments are greater than £600, you may withdraw the remaining Payments on another day, up to the daily limit of £600. You cannot withdraw an amount which is greater than the Payments on your Card.
- 1.4 If it is identified that a Payment has been made onto your Card in error, which you are not entitled to, we will remove the money from your Card.
- 1.5 You should check your money carefully before you leave the Outlet. If you are given a receipt you should also read this and ensure you are happy before leaving the Outlet.
- 1.6 An e-Payment will expire five calendar days after it has been given to you. If you do not use the e-Payment to withdraw your Payments within that time, you can call us on the customer helpline to obtain a new e-Payment reference.

Section 2.

Important things you need to know about using the Card

2.1 Loss, theft and misuse of your Card

- 2.1.1 You must keep your Card safe at all times. You must not allow anyone else to use your Card apart from someone you choose to withdraw Payments for you.
- 2.1.2 Your Card belongs to Citi. You must not damage or bend a Card. In particular, you must not interfere with the Card's barcode.
- 2.1.3 You must keep your Card receipts safe and dispose of them carefully.
- 2.1.4 If your Card is faulty, lost or stolen or you have reason to suspect that it has been, or is likely to be, misused you must tell us immediately by telephoning the free phone emergency helpline which is open all the time on 0800 032 5872 (textphone 0800 032 5864). You must tell us all the information you have about the fault, loss, theft or suspected misuse of your Card.
- 2.1.5 Once you have told us that your Card has been lost, stolen or has been or is likely to be misused, we will cancel that Card to prevent it from being used. The emergency helpline will provide advice on how to replace your Card.

2.1.6 If we suspect that a Card is lost, stolen, has been or is likely to be misused, we may give information to the police. You must co-operate with us and the police in any investigations relating to your Card.

2.1.7 If you find your Card after you have reported it as lost, stolen or reported suspected misuse, you must destroy it immediately.

2.2 How will Citi contact you?

- 2.2.1 All our contact with you will be in English and, if requested, in large print or Braille.
- 2.2.2 We will send all post to you at the registered address that the Government department paying your Payments has for you unless you give us a different mailing address.
- 2.2.3 If we send something to you at the last registered address we have for you, we will consider that it has been received by you five working days after posting it.

2.3 What do I do if I change my name or address?

- 2.3.1 If you change your name, you must immediately tell each Government department that pays your Payments and us by calling the customer helpline on 0845 600 0046 (textphone 0800 032 5864) and providing evidence of the change to your name.

2.3.2 You must also tell us if you change your address, phone number or e-mail address within five working days after the change. You can tell us by calling the customer helpline on 0845 600 0046 (textphone 0800 032 5864). You must also tell each of the Government departments that make your Payments if you change your address.

2.3.3 If you do not tell us of any changes and loss or fraud occurs as a direct result of your failure, you may be liable for the loss or fraud.

2.4 How do I contact Citi?

2.4.1 You can contact us by calling the customer helpline. You may be required to answer questions to check your identity when calling the customer helpline.

2.4.2 If you have a query related to your Payments, you should contact the Government department that makes the Payment and not us. We are not able to answer any queries you have about your entitlement to, or the amount, of any Payments.

2.4.3 We will not generally acknowledge receipt of your communications with us.

2.4.4 Telephone calls and text messages to us may be monitored and recorded to help monitor the quality of our service and for security, data collection and training purposes.

2.5 What if I am unable to make withdrawals from my Card myself?

2.5.1 You may choose one person (**your helper**) to withdraw your Payments for you, if you are unable to do so yourself.

You can either:

- a. let your helper use your Card; or
- b. if you want your helper to regularly withdraw your Payments, you can call the customer helpline to obtain a separate Card for your helper. When you call, you will need to provide us with information relating to the identity of your helper.

Your helper will have access to your money and you will be responsible for any withdrawals that your helper makes.

2.5.2 Your helper must be 16 years old or over.

2.5.3 If your helper is unable to comply with our procedures for using your Card, your helper will not be able to withdraw your Payments.

2.6 How do I cancel my Card?

2.6.1 These Terms and Conditions will apply until ended by either you or us. You can tell us to cancel your Card at any time by contacting the customer helpline. If you tell us to cancel your Card, we will cancel it once you have withdrawn all the money on your Card and there are no Payments in transit to your Card.

Before you cancel your Card, if you are still entitled to receive Payments you should contact the relevant Government department to arrange an alternative method for collecting your Payments.

- 2.6.2 When your Card is cancelled, you must destroy your Card as soon as you have withdrawn or received your money.

2.7 What happens if I am not happy with my Card or want to make a complaint?

- 2.7.1 If you are unhappy with any aspect of your Card or wish to make a complaint, please call the customer helpline.

- 2.7.2 If you are unhappy with the service you receive at an Outlet, or have any other question regarding an Outlet (such as its opening and closing times), please contact the Outlet directly.

- 2.7.3 If you make a complaint:

- a. within five working days of you making a complaint on the customer helpline, you will be told of the action taken or planned (and when the actions are expected to be taken). You will also be told the name or Job title of the person handling the complaint for us together with details of our complaints handling procedures.

- b. within four weeks after receiving the complaint, we will send you a final response or a response explaining why we cannot yet resolve the complaint and telling you when we will make further contact (which will be within eight weeks after receipt of the complaint).

- c. if we are unable to provide a final response within eight weeks after we received your complaint, we will explain the reasons for this, tell you when we expect to provide a final response and tell you that you may refer the complaint to the Irish Financial Service Ombudsman. We will give you an explanatory leaflet for this purpose.

- 2.7.4 You can complain directly to the Irish Financial Services Ombudsman if you are unhappy with our investigation of your complaint. You must do this within fifteen working days after we send you our final response on your complaint.

You should write to:
The Financial Ombudsman Service,
3rd Floor,
Lincoln House,
Dublin 2,
Republic of Ireland.

Tel: +353 1 6620899

Tel: +353 1 6620890

www.financialombudsman.ie

Section 3. Important things you need to know

3.1 What is my responsibility?

3.1.1 You may not be able to claim a refund for any unauthorised or incorrect withdrawal of cash using your Card unless you tell us about it as soon as you become aware and are able to call the emergency helpline on 0800 032 5872 (textphone 0800 032 5864) or, where you have justifiable reasons for not doing so, no later than thirteen months after the date of the withdrawal.

3.1.2 You are responsible for the safe-keeping of the Card. You must tell us as soon as possible if your Card is lost, stolen or you have reason to suspect it has been or is likely to be misused as this may impact on your future Payments.

3.1.3 Unauthorised use of your Card:

- a. If you report that your Card is lost or stolen or report suspected misuse (as described in 2.1.4) or if we otherwise become aware that somebody has made unauthorised use of your Card before you tell us of this we will, acting fairly and in cooperation with the relevant Government department, investigate any unauthorised use of your Card and consider whether you will be liable for the withdrawals being investigated.

- b. You will not be liable for the withdrawals if you have complied with these Terms and Conditions, have not acted fraudulently and have not deliberately or carelessly failed to keep the Card safe.

- c. You may be liable for the withdrawals where you have acted fraudulently, you have deliberately or carelessly failed to keep the Card safe or you have breached these Terms and Conditions in a way that meant your Card could be misused (for example by delaying in reporting the loss, theft or suspected misuse of your Card).

- d. We will contact you in relation to the investigation and will aim to do so as soon as possible, but no later than ten working days after receiving full details of the misuse.

3.1.4 If you act fraudulently in relation to your Card, we may take legal action against you and/or report you to the police and the Government department making your Payments.

3.2 What are Citi's responsibilities?

3.2.1 If you are affected by something which is our fault, we will only be responsible for loss you suffer as a direct result and not for any other loss. We will not be responsible for any profits you may lose.

3.2.2 We will be responsible for any death or personal injury which results from our negligence.

3.2.3 We will not be responsible:

- a. for any loss you suffer as a result of something which cannot be controlled, including computer system failure, failure of electricity or other power supply or unavailability of any communications or Payment system; or
- b. for any loss you suffer where we suspend or cancel your Card in accordance with these Terms and Conditions; or
- c. if any Outlet refuses to accept your Card, or refuses to proceed with a withdrawal of cash using your Card, where you have failed to comply with our procedures requiring you to show your identity.

3.3 When can we suspend or cancel your Card?

- 3.3.1 We may suspend or cancel the use of your Card at any time if:
 - a. we have good reasons to believe that the security of your Card is at risk or we suspect unauthorised or fraudulent use of your Card;
 - b. you are abusive or threatening to, or attack, our staff or staff in any Outlet;

- c. a Government department paying your Payments requires us to do so or we are otherwise required to do so by law or government acts; or
- d. if we reasonably suspect that you have not complied with these Terms and Conditions.

3.3.2 You should not attempt to use your Card after we have told you that it is cancelled or suspended.

3.3.3 Other than for the reasons set out above, we will only cancel your Card by giving you at least two months notice (including notice of the reasons for cancellation).

3.4 How will I know about changes to these terms and conditions?

3.4.1 We may change any of these Terms and Conditions and will tell you about the change in writing by placing a statement on the website at www.direct.gov.uk/simplepayment and in Outlets, or by telling you in another way by which we are required or allowed to do so by law. Unless we are permitted by law to give you shorter notice, the change will take effect two months after we tell you about it unless you tell us that you do not accept the change. Unless we are required or allowed to do so by law, we will not change these Terms and Conditions in a manner that is disadvantageous to you. If you do not accept the change, you may cancel your

Card in accordance with the procedure for cancelling your Card. See the section on “How do I cancel my Card?” in paragraph 2.6.

3.4.2 We may make changes to these Terms and Conditions:

- a. to take account of changes or expected changes in the law, regulation, codes, guidance or recommendations affecting us;
- b. to take account of a ruling by any court, ombudsman, regulator or similar body affecting us;
- c. if needed following a change of instructions from or by agreement with the Government department paying your Payments; to take account of any systems or product development or the introduction of new products or services;
- d. to take account of any corporate reorganization in our group companies;
- e. to reflect general banking practice; or
- f. to make them clearer or rectify any mistake that might be discovered.

3.5 How will my personal details be protected?

3.5.1 We are responsible for looking after information relating to your Card. This information will include your name and any reference number or information given to us by you or by a Government department. It is important that you provide accurate information.

3.5.2 You agree that we will process information about you to open, administer and run your Card, to assist Government departments in administering your Payments, to deal with any enquiries you have about your Card and to meet legal and regulatory requirements.

We may also confidentially transfer your information to members of our group, third party service providers and Government departments who make Payments to you, and their agents and subcontractors to carry out that processing. This may mean that we send your information to a country which does not have the same laws which protect data as the UK. If we transfer information about you outside the UK, security measures are in place to protect your information. If we transfer information about you to a third party service provider, we will make sure we carefully select them.

3.5.3 Your personal data may also be disclosed if we are permitted or required to do so by law or regulation.

3.5.4 We will verify and record information which you give us as part of the fight against terrorism and to prevent money laundering or other fraudulent activity. We may check and share your details and records with fraud prevention agencies and, if you give us false or inaccurate information and we suspect fraud, we will record this.

3.5.5 If you want to have details of third parties to whom we pass information about you, you have a legal right to these details. In certain circumstances, you can have a copy of the information we hold about you, a description of how the information is used and who the information is disclosed to, if you apply to us in writing to:

PO Box 67877
LONDON
SE5 5HH

We may charge you a reasonable fee for this.

3.6 How is my money protected if Citi goes out of business?

3.6.1 As Citi is regulated in Ireland by the Central Bank of Ireland, the money on your Card is protected under the compensation scheme called the Irish Deposit Protection Scheme. If you lose money as a result of Citi being unable to meet any of its liabilities to you subject to the Irish Deposit Protection Scheme rules, your money up to a total of Euro 100,000, or its equivalent in Sterling, will be protected.

3.6.2 You should call the customer helpline if you have any questions relating to this protection. For more details on the scheme, go to the Irish National Consumer Agency's website at www.itsyourmoney.ie or contact the Irish National Consumer Agency on +353 1890 432 432 or at the following address: 4 Harcourt Road, Dublin 2, Ireland.

3.7 Which law applies?

3.7.1 English law applies to these Terms and Conditions and all matters arising out of the issue and use of the Card. You agree that the English Courts will deal with any legal proceedings between us in relation to the Card.

3.8 Citi's ability to transfer

3.8.1 We may, at any time, transfer our contract with you to a member of our group. This transfer will not affect your rights under the Terms and Conditions. If we do so, we will notify you by placing a statement to this effect in Outlets and on the website at www.direct.gov.uk/simplepayment. The transfer will take effect fourteen calendar days after the notification is placed.

Citi is regulated in Ireland by the Central Bank of Ireland, reference number: C26553. Citi's registered company number is 132781. Its registered office is 1 North Wall Quay, Dublin 1, Ireland.

Calls to 0800 numbers are free from BT land lines but you may have to pay if you use another phone company or a mobile phone. Calls to 0845 numbers are charged at local call rates from BT land lines, but you may have to pay more if you use another phone company or a mobile phone. Calls from mobile phones can cost up to 40p a minute, so check the cost of calls with your service provider.

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