



## Skrill Prepaid MasterCard Terms and Conditions

These Terms and Conditions apply to your Skrill Card in addition to the Terms of Use and Privacy Policy governing your Skrill Account "Terms of Use" (<https://www.skrill.com/en/siteinformation/terms-conditions/>). You must read them carefully and keep a copy for your future reference.

### 1. Definitions

1.1 "Annual Membership Fee" means the annual fee payable for use of your Skrill Card set out in the "Fees" section of the Skrill Prepaid Card page of our Website.

1.2 "Business Day" means any day other than a Saturday, a Sunday or a public or bank holiday in England and Wales.

1.3 "Card Issuer" means Wirecard Card Solutions Limited, Floor 3-5, Grainger Chambers, 3-5 Hood Street, Newcastle Upon Tyne, NE1 6JQ.

1.4 "Cooling Off Period" has the meaning set out in Clause 6.4.

1.5 "Fees" shall mean the charges payable by you to us for using our services.

1.6 "MasterCard Acceptance Mark" means the brand mark of MasterCard International, Inc. as further described on <http://www.mastercardbrandcenter.com> and which is used for all applications signifying acceptance.

1.7 "Skrill Account" means your registered electronic money account held with us in accordance with our Terms of Use.

1.8 "Skrill Card" means the Skrill Prepaid MasterCard® Card issued to you.

1.9 "Terms and Conditions" means these terms and conditions related to the use of your Skrill Card.

1.10 "Terms of Use" means the terms and conditions available at <https://www.skrill.com/en/siteinformation/terms-conditions/> which govern your use of your Skrill Account.

1.11 "Transaction Limits" has the meaning set out in Clause 4.2.

1.12 "We, us, our, Skrill" means Skrill Ltd. (registered number 4260907) whose registered office is at Level 27, 25 Canada Square, London, E14 5LQ, United Kingdom.

1.13 "Website" means the website at [www.skrill.com](http://www.skrill.com).

1.14 "You" means the individual named on the Skrill Card.

### 2. Your Skrill Card

2.1 You can use the Skrill Card at any location that displays the MasterCard Acceptance Mark, including shops, restaurants, online, or on the telephone. You can also use your Skrill Card overseas.



Before using the Skrill Card you need to make sure that it is activated and that there are enough funds available (see section 3). You will not be able to use your Skrill Card after its expiry date.

2.2 Your Skrill Card is not a credit card or debit card.

2.3 Your Skrill Card is issued by the Card Issuer under a licence from MasterCard International Inc. The Card remains the property of the Card Issuer.

### **3. Applying for and activating your Skrill Card**

3.1 To apply for a Skrill Card you must be at least 18 years old and a resident of the European Union excluding overseas departments and autonomous territories. We will require evidence of your identity and your address if we have not already collected this information in relation to your Skrill Account. We may ask you to provide documentary evidence to prove your identity and your address and we may carry out checks electronically by verifying your details with credit reference agencies or other ID verification service providers. Checks with credit reference agencies will be undertaken for verification purposes only, not for obtaining a credit scoring and by accepting these terms and conditions at the time of application and by your on-going possession and use of your Skrill Card (once it is approved and issued to you), you expressly consent to us making such checks at its discretion.

3.2 Your Skrill Card can be denominated in EUR, USD, GBP or PLN, you will be asked to choose one of the aforementioned currencies during the application process.

3.3 We will review your application as soon as possible. It remains in our sole discretion whether we issue a Skrill Card to you. If your application for a Skrill Card is approved, we will endeavour to send your Skrill Card to you within 15 Business Days, however, please be aware that in some instances it can take longer for your Skrill Card to arrive.

3.4 You must sign the signature strip on the back of the Skrill Card as soon as you receive it.

3.5 In order to activate the Skrill Card you need to visit our Website and follow the instructions for the activation process.

3.6 When you apply for a Skrill Card, you will be required to accept these Terms and Conditions in order for a Skrill Card to be issued to you. By using the Skrill Card you are agreeing to these Terms and Conditions (subject always to section 10 below) on a continuous basis.

### **4. Funds available through your Skrill Card**

4.1 Your Skrill Card is a way to access funds on your Skrill Account and does not hold a separate balance.

4.2 You may not spend or withdraw more funds than you currently hold on your Skrill Account or are allowed by the upload, payment and withdrawal limits ("Transaction Limits") of your Skrill Account or the Transaction Limits of your Skrill Card, whichever is lower.



4.3 The Transaction Limits of your Skrill Account depend on a variety of factors such as your country of residence, the verification status of your Skrill Account and other factors used by us to determine such limits from time to time in our sole discretion. Please refer to your Skrill Account settings to view your account Transaction Limits.

4.4 Transaction Limits are quoted in EUR but if your Skrill Card is denominated in a different currency, the amount of these limits will be converted applying our then current wholesale exchange rates which are available online on the "Fees" page of our Website and which are updated on a regular basis throughout the day. Changes in these exchange rates may be applied immediately and without notice.

4.5 If for any reason a transaction you make with your Skrill Card causes the balance on your Skrill Account to go into negative, you must immediately upload funds into your Skrill Account to cover the negative balance. We reserve the right to take additional steps such as demanding and enforcing payments from you in order to make good any negative balance you incur.

## **5. Using your Skrill Card**

5.1 Transactions made by you through a merchant terminal must be authorised by you by entering your PIN or, if making payments using the magnetic stripe, by signing the merchant receipt. You cannot withdraw your authorisation after you have entered your PIN or signed the merchant receipt.

5.2 Online transactions must be authorised by you by entering your Skrill Card details as requested by the retailer. This usually means providing your Skrill Card number, the name on your Skrill Card, the expiry date of your Skrill Card and in many cases the CVC number printed on the back of your Skrill Card. You cannot withdraw your authorisation after having completed your transaction.

5.3 You must always make sure that your available funds cover both the value of your transaction and the applicable fees.

5.4 After you authorise your transaction, the funds of your Skrill Account available for spending through your Skrill Card will be reduced by the amount of the transaction plus any applicable fees. Please note that the actual debit of the transaction to your Skrill Account balance may take longer to process in accordance with the following paragraph. To check your available funds, please log into your Skrill Account and refer to your "available balance".

5.5 The time it takes to execute your payment and debit the corresponding amount to your Skrill Account depends on the time at which the recipient of the payment (usually the merchant) submits the transaction to its acquiring bank and the time at which the acquiring bank submits the transaction to us for payment. Once we receive the payment request from the merchant's acquiring bank, we will execute the payment by the end of the next Business Day. If we receive the payment request from the merchant's acquiring bank on a non-Business Day or after 4 pm (UK time) on a Business Day, the payment request will be deemed received by us on the next Business Day.

5.6 If your Skrill Card is denominated in a different currency from your Skrill Account, you will incur an additional currency conversion fee for each transaction. Please refer to Section 11 (Fees) below for more detail.



5.7 You can view your transaction history by logging into your Skrill Account. You will not receive a separate account statement for your Skrill Card.

5.8 In addition to any restrictions that may apply to your use of the Skrill Account under the Terms of Use that you agreed to when opening your account, you shall not be entitled to use your Skrill Card if you are:

(a) a travel agency or other similar organisation; and

(b) using your Skrill Card to book Ryanair flights for commercial purposes i.e. on behalf of your customers and/or clients.

## **6. Cancellation and expiry of your Skrill Card and Termination of the Terms and Conditions**

6.1 Your Skrill Card will expire on the expiry date printed on the plastic of the last Skrill Card that we issue you or such other date as we may notify to you. You will not be able to use your Skrill Card after it has expired.

6.2 Shortly before your Skrill Card expires we may provide you with a replacement card or contact you to ask whether you require a replacement card. You must ensure that you have sufficient funds in your Skrill Account to cover your Annual Card Membership Fee prior to using your replacement card. We reserve the right not to reissue your card.

6.3 For the purpose of these Terms and Conditions, your replacement card will be your Skrill Card once you receive it or upon expiry of your then current Skrill Card, whichever is the latter.

6.4 You may cancel your Skrill Card up to fourteen (14) days after you receive your Skrill Card. This fourteen (14) day period is known as the "Cooling-Off Period". We will refund the initial charge of the Annual Card Membership Fee if you cancel within the Cooling-Off Period.

6.5 You may also cancel your Skrill Card at any time after the fourteen (14) day Cooling-Off Period. However, your Annual Card Membership Fee for the year in which the cancellation occurs will not be refunded.

6.6 You can cancel your Skrill Card immediately by using the tools available to you in the "My MasterCard" section or by calling the customer helpline on +44 (0) 203 514 5562. You can also cancel your Skrill Card by sending us a message through the "Contact Us" section on our Website. However, cancellation via our Website will not take immediate effect and we will not be responsible for any delay of the cancellation as a result.

6.7 These Terms and Conditions will automatically terminate without notice to you upon:

(a) cancellation of your Skrill Card; or

(b) termination of the Skrill Account connected to your Skrill Card.

6.8 We may terminate these Terms and Conditions for any reason by giving you two (2) months' notice.



6.9 Following expiry or cancellation of your Skrill Card or termination of these Terms and Conditions, you will not be able to use your Skrill Card and you must destroy it by cutting through the card chip and the magnetic stripe. You must use all reasonable efforts to dispose of your Skrill Card securely so that no third party can get hold of your Skrill Card number or the security number.

6.10 Save as set out in Clause 6.4, upon termination of these Terms and Conditions you will not be entitled to a refund of money you have already spent on transactions to which you consented or of any fees for use of the Skrill Card before termination.

6.11 We may suspend, block or otherwise restrict your Skrill Card at any time and without liability to you if:

- (a) we have reasonable grounds to suspect fraud, misuse or other security breach concerning your Skrill Card;
- (b) you are in breach of these Terms and Conditions or the Terms of Use; or
- (c) we need to do so to comply with the law.

We will notify you of any suspension, blocking or restriction of your Skrill Card and the reasons for such action in advance or, if this is not possible, immediately after the suspension, blocking or restriction unless this would compromise reasonable security measures or to do so would be unlawful. We will reactivate your Skrill Card or replace it with a new one as soon as practicable after the reasons for the suspension and/or the restriction cease to exist.

## **7. Keeping your Skrill Card secure**

7.1 You should treat your Skrill Card like cash and keep it safe at all times. The Skrill Card is personal to you and you must not let anyone else use it.

7.2 You must keep your PIN secret at all times and must not reveal it to anyone. If you think your PIN has been or may have been revealed to another person or otherwise compromised, you must inform us without undue delay by calling the 24 hour Lost and Stolen Helpline on +44 (0) 207 117 6017.

7.3 We recommend that you check the balance on your Skrill Account and your transaction history regularly online on our Website. You must report to us any transaction which you do not recognise in accordance with section 8 below.

7.4 If you lose your Skrill Card or it is stolen, or you suspect that your Skrill Card has been used by someone other than you, you must tell us without undue delay by calling us on our 24 hour Lost and Stolen Helpline +44 (0) 207 117 6017 so we can cancel your Skrill Card. You can also report your Skrill Card lost or stolen in the "Manage Card" section on the Website. Any undue delay may result in you being liable for any losses as a result. If you suspect that your Skrill Card is being used by someone else you should also contact the police and report the incident.



## 8. Your liability and refunds

8.1 You must notify us without undue delay on becoming aware of any unauthorised or incorrectly executed (including non-executed and defectively executed) payment transaction on your Skrill Card and in any event no later than thirteen (13) months after the debit date in order to get a refund for the transaction by calling our customer services on +44 (0) 203 514 5562.

8.2 We will immediately refund the full amount of any unauthorised transaction including any associated fees and charges provided you notify us of the transaction in accordance with this section 8 unless:

(i) there is prima facie evidence that you acted fraudulently or have with intent or gross negligence failed to comply with these Terms and Conditions, in which case we will carry out a prompt investigation to determine whether the transaction was unauthorised, or

(ii) the Skrill Card was lost or stolen or you have failed to keep your PIN or Skrill Card details safe from misappropriation, in which case you will be liable for losses up to a maximum of 50 GBP (or equivalent in the currency of your Skrill Account) for each instance of loss, theft or misappropriation.

8.3 Notwithstanding the above, we and the Card Issuer each reserve the right to investigate any disputed transaction or misuse of your Skrill Card before and after a refund. In order to do so we may need more information and assistance from you and you are required to reasonably co-operate with any investigation by us, the Card Issuer or any law enforcement agency or other competent authority. If an investigation carried out after a refund shows that you have acted fraudulently or have with intent or gross negligence failed to comply with the Terms and Conditions, after giving you reasonable notice we will debit your account with the amount refunded and with any associated charges and fees.

8.4 You will be liable for all losses, costs and expenses incurred by us or the Card Issuer in respect of an unauthorised payment transaction where you have acted fraudulently or have with intent or gross negligence failed to comply with these Terms and Conditions or if you have failed to notify us within the timescales set out in the first paragraph of this section 8 and will reimburse all such losses, costs and expenses on demand and on an indemnity basis.

8.5 Except where you have acted fraudulently or have with intent or gross negligence failed to comply with these Terms and Conditions, you will not be liable for any losses incurred by us or the Card Issuer in respect of an unauthorised payment transaction arising after you notify us of the transaction in accordance with these Terms and Conditions or where the Skrill Card has been used in connection with a distance contract other than an excepted contract. “Distance contract” and “excepted contract” have the meanings given in the Consumer Protection (Distance Selling) Regulations 2000.

### 8.6 Refunds

8.6.1 Where we are liable for a non-executed or defectively executed payment transaction, we will without undue delay, restore your account to the state it would have been had the defective transaction not taken place and refund any charges and interest that have arisen as a consequence of the non-execution or defective execution of the payment transaction provided you notify us of the transaction in accordance with section 8.1 above.



8.6.2 Subject to section 8.6.3, you may be entitled to claim a refund in relation to transactions where:

(a) the authorisation did not specify the exact amount of the transaction when the authorisation was given and the amount of the transaction exceeded the amount that you could have reasonably expected, taking into account your previous spending pattern, these Terms and Conditions and the circumstances of the transaction; or

(b) the transaction was not authorised under these Terms and Conditions.

8.6.3 Notwithstanding the provisions of section 8.1, a claim for a refund in the circumstances set out in section 8.6.2 will not be accepted where: (a) you have consented directly to us for the payment transaction to be executed and information on the payment transaction has been made available or provided to you by us or the payee at least four (4) weeks before the date of the transaction; (b) you make the claim more than eight (8) weeks after your Skrill Card has been debited, subject always to the provisions of sections 8.3 and 8.4.

8.7 We will provide you with a refund under section 8.6.2 or justification for refusing it within ten (10) Business Days of receiving your request for such a refund or if we decide to ask you for further information within ten (10) Business Days of receiving the information. You agree to provide any further information as is reasonably necessary for us to ascertain whether the conditions for the refund are satisfied.

8.8 If you are not satisfied with any justification we may provide for refusing to refund you, you may complain to the Financial Ombudsman Service at Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123 and email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

## 9. Our liability

9.1 Like other payment cards, we cannot guarantee a retailer will accept your Skrill Card, or that we will authorise any particular transaction. This may be because of a systems problem, something outside our reasonable control, or because we are concerned that your Skrill Card is being misused. Accordingly, we shall not be liable in any event that a retailer refuses to accept your Skrill Card, or if we do not authorise a transaction, or if we cancel or suspend use of your Skrill Card, to the extent permitted under these Terms and Conditions and the law. Unless otherwise required by law, we shall not be liable for any direct or indirect loss or damage you may suffer as a result of your total or partial use or inability to use your Skrill Card, or the use of your Skrill Card by any third party. We will also not be liable for any losses or expenses incurred by you arising from our compliance with legal and regulatory requirements. In the event that you do not use your Skrill Card in accordance with these Terms and Conditions or we find that you are using the Skrill Card fraudulently, we reserve the right to charge you for any reasonable costs that we incur in taking action to stop you using this Skrill Card and to recover any monies owed as a result of your activities.

## 10. Changes to the Terms and Conditions



10.1 The up-to-date version of the Skrill Card terms and conditions will always be available on our Website. We may change these terms at any time. Any changes will be communicated to you by email. Unless we expressly give you a different effective date, the changes shall take effect two (2) months after they have been communicated to you, unless you have notified us of your objection to the proposed changes before they take effect. In this case we reserve the right to cancel your Skrill Card by giving you two (2) months' notice. Your right to cancel your Skrill Card at any time without incurring additional cancellation charges remains unaffected.

10.2 Changes to the spending limits of your Skrill Card that are necessary in order for us to comply with legal requirements are not considered to be changes of these Terms and Conditions therefore do not require prior notice. You can always check your spending limits by logging into your Skrill Account.

## **11. The Fees**

11.1 The fees applicable to your Skrill Card are set out in the "Fees" page on our Website

11.2 Fees will be deducted from your Skrill Account balance. Fees are quoted in EUR but if your Skrill Account is denominated in a different currency, the amount of fees will be converted applying our then current wholesale exchange rates which are available online in the "Fees" page of our Website and which are updated on a regular basis throughout the day. Changes in these exchange rates may be applied immediately and without notice.

When you use your Skrill Card at an ATM, you may also be subject to applicable fees, surcharge rules and regulations of the relevant ATM, or other financial institution or association.

11.3 If you make a transaction that requires one or more currency conversions (for example because your Skrill Card or your Skrill Account is denominated in a currency that is different from the currency charged by the retailer), we will charge you a foreign exchange fee which is displayed in the "Fees" section of our Website and which is expressed as a percentage applicable in addition to the transaction fee.

11.4 The exchange rate applicable to each transaction is determined by MasterCard and depends on the time at which a transaction is executed through the MasterCard system. This in turn depends on the time at which the recipient's acquiring bank submits the transaction for payment by us. The exchange rate actually applied will be shown in your Skrill Account transaction history once the transaction is processed.

## **12. Your details**

You must let us know as soon as possible if you change your name, address, and phone number or email address using the details available in "Contact" section of our Website. If we contact you in relation to your Skrill Card, for example, to notify you that we have cancelled your Skrill Card or to send you a refund by cheque, we will use the most recent contact details you have provided to us. Any email to you will be treated as being received as soon as it is sent by us unless within 24 hours





we receive a failure notice indicating that the email has not been transmitted. We will not be liable to you if your contact details have changed and you have not told us.

### **13. Data protection**

13.1 In applying for the Skrill Card and using it, you agree that we can use your personal information in accordance with our Privacy Policy. Our Privacy Policy is set out on our Website, and includes details of the personal information that we collect, how it will be used, and who we share it with.

13.2 By using the Skrill Card at retailers or elsewhere to make a payment or withdraw cash, you also consent to the use of your personal information as required to execute the payment in accordance with regulatory requirements and the MasterCard Rules. Depending on where you use your Skrill Card, this may include a processing of your information outside the European Economic Area.

### **14. Disputes with retailers**

If you have any disputes about purchases made using your Skrill Card, you should settle these with the person you bought the goods or services from. We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased with your Skrill Card.

### **15. Communication**

15.1 If you have an enquiry relating to your Skrill Card, you can use the "[Contact Us](#)" section on the Website. We will deal with your enquiry promptly. If you do not wish to enquire in this way, you can alternatively call our customer service telephone line on +44 (0) 203 514 5562 or reach us on the following mailing address:

Skrill Limited  
Level 27  
25 Canada Square  
London E14 5LB  
United Kingdom

The customer services telephone line is a chargeable service. Any notifications and communications relating to your Skrill Card should be made in the same way unless specified otherwise in these Terms and Conditions. You will require a valid email address and access to the internet in order to communicate with us through the Website.

15.2 These Terms and Conditions are concluded in English and all communications and notices under these Terms and Conditions will be in English.

### **16. Complaints**



If you are unhappy in any way with your Skrill Card or the way it is managed or have any other complaints in connection with your Skrill Card, please tell us first by using the "[Contact Us](#)" section on the Website, call us on +44 (0) 203 514 5562 or reach us on the following mailing address:

Skrill Limited  
Level 27  
25 Canada Square  
London E14 5LB  
United Kingdom

so we can investigate the circumstances for you.

We will endeavour to deal with any complaints you may have quickly and fairly and will notify you of the outcome of our investigation. If you are not satisfied with the outcome, you may take the complaint to the Financial Ombudsman Service at Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123 and email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). More details are available in our Complaints Leaflet or can be obtained from our [Customer Service team](#).

## **17. Compensation**

The Skrill Card is an electronic money product and although it is a product regulated by the Financial Conduct Authority, it is not covered by the Financial Services Compensation Scheme. No other compensation scheme exists to cover losses claimed in connection with the Skrill Card. This means that in the event that Wirecard Card Solutions Limited or we become insolvent your funds may become valueless and unusable and as a result you may lose your money.

## **18. Assignment**

These Terms and Conditions are personal to you and you may not assign or otherwise transfer your rights and obligations under them. We may assign, transfer or subcontract our rights and obligations under these Terms and Conditions to another company at any time on giving you at least two (2) months' prior notice of this. If we do this, your rights will not be affected.

## **19. Governing law**

The Terms and Conditions are governed in accordance with the laws of England and Wales. You and we each submit to the exclusive jurisdiction of English courts except where prohibited under EU law.

## **20. Statutory Information**

20.1 Your Skrill Card is issued by Wirecard Card Solutions Limited, Floor 3-5, Grainger Chambers, 3-5 Hood Street, Newcastle Upon Tyne, NE1 6JQ, which is authorised and regulated by the Financial



Conduct Authority (registered number 900051) as a building society. Your Skrill Card is the property of Wirecard Card Solutions Limited and is not transferable to anyone else.

20.2 Skrill Ltd. is incorporated in England and Wales and its registered office is at Level 27, 25 Canada Square, London, E14 5LQ, United Kingdom. We are contactable electronically by using the "[Contact Us](#)" section on our Website. Skrill Ltd is authorised and regulated by the Financial Conduct Authority as an issuer of e-money (registration no. 900001).

20.3 The address of the Financial Conduct Authority is 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom. Its website can be found at <http://www.fca.org.uk/>