



Tuxedo MasterCard® Prepaid Card and Maestro® Prepaid Card Terms and Conditions

DEFINITIONS

“**Authorised Cardholder**” means the person you have authorised to use a prepaid card connected to your eccount;

“**Cardholder**” means You or the Authorised Cardholder;

“**eccount**” means the prepaid service established by us in your name;

“**eccount Opening Date**” means the date on which your prepaid card service is activated;

“**Prepaid Card**” means the Maestro or MasterCard Prepaid Card that you have purchased from us;

“**Paying-in Book**” means the Paying-in Book you use to load your eccount at a high street bank branch;

“**PIN**” means the unique personal identification number which is provided to you when you call our secure automated PIN retrieval service;

“**Reload**” means to Top-up or to add money to your eccount;

“**Tuxedo**” means Tuxedo MoneyPlus Limited;

“**We**”, “**us**” or “**our**” means Newcastle Building Society or Tuxedo MoneyPlus Limited acting on its behalf;

“**You**” or “**your**” means the individual holding the eccount.

Contact us by: www.tuxedo-plus.co.uk

Post: Tuxedo MoneyPlus Limited, PO BOX 6388, LONDON, W1A 1UX

Telephone Customer Care: 0871 241 4276

1. FEES AND CHARGES

1.1 All Fees and Charges relating to the prepaid card are detailed in the Fees Summary. These Fees and Charges form an integral part of these terms and conditions.

2. APPLYING FOR A PREPAID CARD

2.1 To apply for a prepaid card you must be at least 18 years old and have the right to reside in the UK; your cards must be registered to your residential address. The Authorised cardholder must be 13 years or older and transactions must be supervised by the cardholder.

2.2 Instructions on how to register are available online.

2.3 When returning your activation form, you must also enclose copies of your identity documents (if applicable) to confirm your identity. Details about the information that you can provide to confirm your identity are set out in the User Guide and on our website.

2.4 We reserve the right to request additional information or documentation at any time in order to confirm your identity and status. If for any reason we cannot confirm your identity then loading and spending restrictions will be placed on your eccount.

2.5 By completing and returning your activation form you are agreeing to these terms and conditions.

2.6 We reserve the right at any time to request additional information in order to fulfill anti-money laundering obligations. We reserve the right to refuse to activate a prepaid card, and to suspend a prepaid card or particular prepaid card facilities at any time.

2.7 We may update/amend these terms and conditions on reasonable notice by posting details of such changes on our website: www.tuxedo-plus.co.uk. You should regularly check our website to inform yourself of any such changes. By continuing to use the eccount after such changes have taken effect, you are signifying your acceptance to be bound by the amended terms and conditions. If you do not wish to be bound by the amended terms, you should stop using your eccount immediately.

2.8 This prepaid card remains the property of Newcastle Building Society.

3. ACTIVATING YOUR PREPAID CARD AND EACCOUNT

We reserve the right to terminate this agreement immediately if you do not load your prepaid card within 30 days of the eccount Opening Date or we suspect you or any authorised cardholder have given false information or are involved in criminal activities.



4. MAKING WITHDRAWALS

4.1 You can use your prepaid card with your PIN to withdraw cash from ATMs. A withdrawal fee will apply (see Fees Summary). You may also be subject to any applicable fees, surcharges, rules and regulations of the relevant ATM, or other financial institution or association. It is your responsibility to check any additional fees or surcharges prior to processing your transaction. The maximum combined amount you may withdraw per day via ATM is £250.00, or the maximum set by the ATM or country you are in, whichever is the lower amount.

4.2 You can use your prepaid card to purchase goods and services from retailers subject to there being sufficient funds available in your eccount and the merchant being able to obtain verification authorisation online. Please note for certain retail outlets e.g. restaurants and petrol stations, we may increase the authorisation amount before your transaction is approved; from time to time we may also impose controls on the use of your prepaid card in specific market sectors.

4.3 If you use your prepaid card to make a purchase or cash withdrawal in a currency other than pounds sterling, the transaction will be converted to pounds sterling at our exchange rate applicable at that time. Details of exchange rates are available on our website. A foreign transaction fee may apply (see Fees Summary).

4.4 It is your responsibility to regularly check the balance of your eccount and you must not spend more money than you have on the eccount. Any attempt to do so may be treated as a criminal act.

4.5 Your card is a prepaid card, which means that when you use it to purchase goods or services, the balance on your eccount will be reduced by the amount of your transaction plus any applicable charges including any additional ATM charge, if any (the full deductible amount). The full deductible amount must be less than or equal to the balance you hold on your eccount. You must not use your card if the full deductible amount is more than the balance in your eccount or once your card has expired. If, for any reason, a transaction is processed which is greater than the balance in your eccount you must repay us the amount in full within 14 days of us notifying you. If you do not repay this amount we reserve the right to take all steps necessary, including legal action to recover the outstanding funds.

4.6 Some ATMs charge a premium for withdrawal of funds; please familiarise yourself with the charges for such ATMs before using them. Tuxedo will not refund fees or charges for using such ATMs.

4.7 Your prepaid card can only be used at retailers where authorisation for transactions is online. Do not allow your transactions to be manually processed using for example a Zip-Zap or Click-Clack machine.

4.8 Some merchants may not accept your prepaid card. Always check before making your purchases. We accept no liability in the event that a merchant refuses to accept your prepaid card.

4.9 We reserve the right to authorise amounts higher than the value of your transactions to enable us to correctly reconcile all transactions on your eccount. The amount ultimately charged to your eccount will reflect the correct settled amounts including fees and charges set out in the terms and conditions as amended from time to time.

4.10 There is no online protection for internet purchases and no protection for mail or telephone order transactions. Where the Card is used in such situations and there is an unresolvable dispute you are liable for the transaction.

5. LOADING AND RELOADING YOUR PREPAID CARD AND EACCOUNT

5.1 Your eccount is an electronic money (e-money) product. Funds loaded to your eccount or card are not deposits, and you will not earn interest on these funds.

5.2 You may reload your eccount with cash using your paying-in book at your local high street bank branch, the maximum load is £1500; or with cash at any PayPoint branch using your prepaid card, the maximum load is £249; or with cash at any Post Office® branch, and the maximum load is £250. You can also reload your eccount by bank transfer. See Fees Summary for more charges.

5.3 The minimum initial load is £10 and the minimum reload amount thereafter is £10. See our website for more information on reloading your card. Load offers are valid only on first load of initial minimum amount,

5.4 It is your responsibility to ensure you reload the correct eccount reference and our bank account details, your personal eccount number is on all credit slips, electronic credits and other loading forms. We do not accept liability for reloads where you have failed to reference your personal eccount number or the correct bank account or other required details.



5.5 Unless we advise otherwise you may reload your eaccount with cash up to two times a day with a maximum eaccount balance not exceeding £3000 at any time. We reserve the right to decline any reloads and vary the limits relating to amounts that can be loaded. Cash reloaded on your eaccount at a high street bank branch should be available within 3 business days; 10 minutes using a PayPoint outlet; loading at the Post Office® may take longer than two business days to become available; and bank transfer loading may take longer than two business days to become available for use.

5.6 You may load your card with a cheque by posting your cheque to the following address: eaccount, PO Box 99, Southport PR9 0UL. Funds will only be deposited once funds have cleared, charges apply where cheques are represented. Maximum cheque load figure is £3,000, you should ensure that you have available balance for deposit of funds. Please allow 10 working days for funds to clear.

5.7 This card is intended for personal use only and we reserve the right to suspend services if we suspect non-personal business payments are received.

6. REQUESTING AN ADDITIONAL CARDHOLDER

6.1 You can request an additional Prepaid Card for your eaccount by contacting Customer Care and undertaking additional security checks.

6.2 The Authorised Cardholder must be at least 13 years old. If your Authorised Cardholder is under 18 years old, Prepaid Card usage is subject to your consent and supervision as primary cardholder.

6.3 You will be charged a fee for the additional Card issued on your eaccount. We reserve the right to limit the number of Authorised Cardholders or Prepaid Cards you may have.

6.4 As the primary eaccount holder you will be responsible for the use of all Prepaid Cards linked to your eaccount and for any applicable fees or charges that your Authorised Cardholder may incur.

6.5 We will not disclose your eaccount information to any third parties including your Authorised Cardholder without prior written permission from you.

6.6 The use of your Prepaid Card by an Authorised Cardholder will be regarded as confirmation to us that you have communicated these terms and conditions to them and that they accepted them.

7. KEEPING YOUR PREPAID CARD AND PIN SAFE

7.1 Using your prepaid card and PIN will be the primary way for you to take money out of your eaccount.

7.2 You should treat your prepaid card like cash. If it is lost or stolen, you may lose some or all of your money on your prepaid card, in the same way as if you lost cash in your wallet or purse. As a result, you must keep your prepaid card safe and not let anyone else use it.

7.3 You must keep your PIN safe, this means:

- when you receive your PIN, you must memorise it;
- you must keep your PIN secret at all times;
- you must NOT disclose your PIN to anyone;
- you must not write your PIN anywhere;
- you must not use your PIN if someone else can see you typing it in.

7.4 If you suspect that someone else knows your PIN you must call Customer Care immediately.

7.5 If you have forgotten your PIN you must call Customer Care.

7.6 You and your Authorised Cardholder must keep your prepaid card and its details secure, this means:

- not leaving your card unattended with anyone;
- not willfully damaging or bending your prepaid card;
- always keeping your prepaid card in a safe place;
- not using your prepaid card on websites that do not have recognised secure site certificate.

7.7 If you wish to obtain a new PIN you must contact Customer Care who will cancel your existing PIN, perform a validation process and send you a replacement. If your address has changed from that on our records we may have to undergo a proof of address change before issuing a reminder PIN.

7.8 If you provide a Prepaid card relating to your eaccount to an authorised third party, **never send the PIN** in any written form. You should ensure that you do not keep the Prepaid card and PIN together at any time, to avoid fraudulent or unauthorised usage of your prepaid card. Always destroy the PIN once memorised.

8. REPORTING LOST AND STOLEN PREPAID CARDS

8.1 You must call us immediately on **0845 241 4278** or **020 7101 6599**, 24 hours a day, 7 days a week if: (a) your prepaid card is lost; (b) your prepaid card is stolen; or (c) you find out that your prepaid card is being



used in a manner not authorised by you. We will then take action to stop someone else getting access to the money in your eaccount.

8.2 You may be required to help us, our agents or the Police if your prepaid card is lost or stolen or we suspect your prepaid card is being misused.

8.3 If our records show that there is money remaining on your eaccount, we will cancel your prepaid card and issue a new one to the address on your eaccount within 14 days (fees apply see Fees Summary).

8.4 If we know of, suspect or wish to prevent misuse of your prepaid card we may, without notice:

- refuse to approve a transaction;
- cancel or suspend your right or an authorised cardholder's right to use the prepaid card;
- refuse to replace any prepaid card.

The terms and conditions will continue under these circumstances and we will not be responsible or incur liability for any loss or damage you or an authorised cardholder may suffer as a result.

9. REPORTING TRANSACTION DISPUTES

9.1 If you believe that any of the transactions on your prepaid card were unauthorised or incorrectly posted to your eaccount, you must notify us immediately by telephoning Customer Care and then confirm in writing to Customer Care setting out full details of the transaction(s) disputed and the reasons for disputing the transaction(s) before we investigate further. We will attempt to assist you (subject to 9.2 below) with any qualifying dispute under the MasterCard® scheme regulations. We will not be able to assist you if the transactions that have taken place are more than 100 days old.

9.2 It is your responsibility to resolve a transaction dispute with the merchant before contacting Customer Care and to satisfy Customer Care that you have made every effort to do so and to provide such evidence to us as we shall require.

9.3 We will not refund any sums to you if you have not taken the precautions set out in these terms and conditions, in particular keeping your PIN and prepaid card safe.

9.4 You will not receive a refund (if it is applicable) until our investigation is complete. If the disputed transaction is refunded to your eaccount, it may later be deducted from your eaccount if we receive information that proves that the transaction was genuine and correct. If our investigations discover that the disputed transaction was genuine and originated by you directly or indirectly we will charge you an investigation fee of £20.00.

10. ADVISING CHANGES OF NAME, ADDRESS OR CONTACT DETAILS

10.1 It is your responsibility to notify us within 14 days of any changes to you or your authorised cardholder's name, address and any other applicable contact details such as email address or contact telephone number so that our records are accurate, complete and up to date. You will be liable for any loss or fraud that directly results from any failure to advise us.

10.2 You can notify Customer Care by telephone of any such change but you must also confirm any such change in writing to us.

11. eACCOUNT CLOSURE AND YOUR RIGHT TO CANCEL

11.1 You have the right to withdraw from this agreement for any reason without penalty for a period of 14 days from the eaccount Opening Date. Please note this will not entitle you to a refund of any transactions you have made or charges made including in respect of foreign currency transactions. To close your eaccount at any time you need to write to Customer Care, Tuxedo MoneyPlus Limited, PO BOX 6388, LONDON, W1A 1UX.

11.2 After the 14 day period you are liable for all transactions and fees on your eaccount until we receive your written notice to terminate this agreement together with all prepaid card(s) relating to your eaccount. When returning Prepaid Cards it is your responsibility to cut up the prepaid card through the magnetic strip and CHIP of a Chip and PIN before returning it. Once all transactions and fees have been deducted, any balance on your eaccount will be returned to you. A fee will apply (see Fees Summary).

11.3 If your eaccount has had no transactions for a period of at least one year and it has a zero balance, we reserve the right to close your eaccount. Before we close your eaccount we will try to contact you to advise that we will do this.

11.4 We reserve the right to close your eaccount without further notice and return the balance to you; under these circumstances a cancellation fee will not apply.



11.5 Refunds will be issued as soon as the necessary security checks have been satisfactorily completed.

11.6 Refunds will normally be issued by cheque.

12. PROTECTING YOUR PERSONAL DATA

12.1 We are the data controller of personal data given to us in connection with your eaccount.

12.2 We will process personal data in order to open, administer and run your eaccount and to deal with any enquiries you have about it.

12.3 If we suspect that we have been given false or inaccurate information, we may record our suspicion together with any other relevant information.

12.4 If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by contacting Customer Care.

12.5 Tuxedo is the data controller of personal data that it collects for marketing purposes as set out in 12.10 and 12.11 below. Tuxedo may use third parties to process personal data on its behalf including third parties outside the EEA and by submitting your activation form you consent to your personal data being transferred outside of the EEA and disclosed to such third party processors.

12.6 Personal data may also be transferred confidentially to other organisations within Newcastle Building Society and the Tuxedo group of companies so that we can run your eaccount. We may also inform our partners when you start using your prepaid card, however we will not disclose details of any loads, withdrawals or transactions you make.

12.7 We will monitor and/or record telephone calls we have with you or your authorised cardholders to help us maintain and improve the quality of our service or as required by applicable law.

12.8 We may check all personal information given by you with fraud prevention agencies and other organisations, and we may get information about you from recognised agencies to verify your identity. A record of such enquiries may be left on your file.

12.9 With your consent, or upon your request, we may use the information you provide such as your mobile phone number and email address to provide balance updates and transaction alerts.

12.10 We will seek your express consent before Tuxedo or third parties contact you by email or mobile phone about any offers they believe will interest you.

12.11 Tuxedo may want to contact you by telephone or mail, about other products and services provided by Tuxedo. If you no longer wish to receive information about products or services from Tuxedo then please contact Customer Care. If you have elected to opt in when you registered for the service to receive email and SMS marketing, Tuxedo may share your information with third parties so they can contact you directly by telephone or mail about their products and services.

12.12 If you would like details of the third parties with which we share information about you please contact Customer Care.

12.13 You have the right, on payment of a fee, to receive details of the personal data we hold about you. Please contact Customer Care.

13. LIABILITY

13.1 If something which we are not reasonably able to control, including but not limited to defects relating to the Prepaid Card, stop or delay us from doing something we are supposed to do under these terms and conditions, we will not be responsible for any loss which you may suffer.

13.2 If you have acted fraudulently you will be liable for all losses on your eaccount. If you act without reasonable care and this causes losses, you may be liable for them.

13.3 Provided you have complied fully with these terms and conditions, not acted fraudulently or without reasonable care, you will not be liable for any transactions or fees incurred on your eaccount if your prepaid card is used before the eaccount Opening Date.

13.4 In the event that you or an Authorised Cardholder do not use your prepaid card in accordance with these terms and conditions or we find that you are using the prepaid card(s) fraudulently we reserve the right to charge you for any reasonable costs that we incur in taking action to stop you using this prepaid card(s) and to recover any monies owed as a result of your or your authorised cardholder activities.

13.5 We accept no responsibility or liability for the goods or services that you purchase with your prepaid card.

13.6 We accept no responsibility or liability for a merchant refusing to honour a transaction on your prepaid card or failing to cancel an authorisation.



13.7 From time to time your ability to use your prepaid card may be interrupted, e.g. when we carry out maintenance. If this happens, you may be unable (a) to use your prepaid card to pay for purchases or obtain cash from ATMs, (b) to reload your eaccount, and/or (c) to obtain information about the funds available in your eaccount and/or about your recent prepaid card transactions. Please notify Customer Care if you have any problems using your prepaid card.

13.8 The Financial Services Compensation Scheme is not applicable for this prepaid Card. No other compensation schemes exist to cover losses claimed in connection with this prepaid card. This means that in the unlikely event that Newcastle Building Society becomes insolvent your funds may become valueless and unusable and as a result you may lose your money.

13.9 We accept no liability for loss due to faulty or damaged cards, however we will help you identify the fault and replace the card.

14. WHO IS RUNNING MY PREPAID CARD AND eACCOUNT

14.1 This service is provided by Tuxedo and your prepaid card is issued by Newcastle Building Society (NBS). NBS is authorised as an e-money issuer in the UK by the Financial Services Authority and is entered in the Financial Services Authority register under number 156058. NBS Principal Office is Portland House, New Bridge Street, Newcastle upon Tyne NE1 8AL. Your prepaid card will be operated on behalf of NBS by Tuxedo MoneyPlus Limited whose contact address is PO BOX 6388, LONDON, W1A 1UX. Company number 05831827.

14.2 We may assign the benefit and burden of these terms and conditions to another company at any time, on giving you at least 30 days prior notice of this. If we do this, your rights will not be affected.

14.3 We may transfer your unused balance to a new prepaid card provided by a prepaid card issuer other than Newcastle Building Society at any time. Before we do this, we will give you at least 30 days notice of the new prepaid card arrangements and the new prepaid card terms and conditions. Unless you advise us within the 30 day period that you do not want a new prepaid card from the new prepaid card issuer, you agree that we can automatically transfer the unused balance on your prepaid card to a new prepaid card provided by the new prepaid card issuer.

15. WHAT HAPPENS WHEN YOUR PREPAID CARD EXPIRES?

15.1 We will contact you, before the expiry date on your Card, to confirm whether you require a replacement Card.

15.2 We reserve the right to decline to issue a replacement prepaid card.

15.3 We will charge you a prepaid card Issue fee for any prepaid card replaced on your eaccount (see Fees Summary). We will not charge you for the replacement of an expired prepaid card.

15.4 You will be charged a cancellation fee in the event that you request a refund of the remaining funds on your eaccount once your prepaid card has expired (see Fees Summary).

16. HOW WILL YOU KNOW ABOUT ANY CHANGES TO THESE TERMS AND CONDITIONS

We may change these Terms and Conditions. All changes will be marked “**”, will be posted on our website. If we make any other material changes we will notify you by publishing such changes on our website from time to time, or we may contact you by email or SMS at least 30 days in advance, except in exceptional circumstances. If you are significantly disadvantaged by any such change you may cancel your prepaid card in accordance with our cancellation policy (see section 11). In such circumstances, you will not be charged a cancellation fee.

17. WHAT LAW APPLIES?

17.1 English law applies to these terms and conditions and English courts will deal with any legal proceedings between us.

17.2 Your eaccount is subject to regulatory supervision by the Financial Services Authority.

18. WHAT IF YOU HAVE A COMPLAINT?

18.1 If you are unhappy with the way your eaccount is being run you should contact Customer Care so that we can investigate the circumstances as soon as possible. A copy of our complaints procedure is available on request.



18.2 If we are unable to resolve any complaint through our internal complaints procedure, you may contact the Financial Ombudsman Service at: **South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone:** 0845 080 1800 **Email:** enquiries@financialombudsman.org.uk

19. FEES AND CHARGES

By using your eccount you agree to pay all applicable fees per card, as set out below:
Add salary/wages and benefit payments to Top-up fees below

TUXEDO PLUS PREPAID MASTERCARD AND MAESTRO CARD & ECCOUNT	
Card & eccount Purchase Fee	£10
Monthly Fee	£12
UK	
Purchase transactions	FREE and unlimited
ATM withdrawals*	£0.50
ABROAD	
Purchase transactions	FREE and unlimited
ATM withdrawals*	£2.00
Service Fees	
*One off Direct Debit set up fee	£2.00 per direct debit
Monthly fee per Direct Debit	Free and unlimited
*Failed Direct Debit admin fee	£5 per failed DD per month. One off set up fees applies to re-establish DD
Standing Order	FREE and unlimited
Failed Standing Order administration fee	£5
Mobile eccount	Free
Top-Up Fees	
High street bank branches	FREE (max £1500 load)
Via Bank Transfer	FREE (max £1500 load)
Post Office ®	99p (max £250 load)
PayPoint	3% (max load £249)
Cheque cashing up to £1000	£10
Cheque cashing £1001-£2000	£20
Cheque cashing £2001-£3000	£30
Representing failed cheque fees	As per original submission fee
Card limits	
Maximum card balance	£3,000
Information and Alerts	
Online balance & transactions	FREE
Automated phone service balance enquiry	Local call rate in UK, standard network rates from abroad
Load alerts by email	FREE
Online card to card transfer	20p
Customer Care	
*Customer Care	Local call rate in UK, standard networks rates from abroad
Lost and Stolen line	Local call rate in UK, standard networks rates from abroad
SMS Services	
Check balance by text	No extra charge - standard network rates apply
Load alerts	8p
Card to card transfers	20p
Lock your card	20p
Unlock your card	20p
Other Charges	
Replacement Card	£4.99



Online, call centre or postal registration	FREE
Cashback – Maestro only	99p
Paper Statement	£10
PIN Issue/re-issue	FREE
Annual fee	FREE
**Dormancy Fee	£1 per month
Paying-in book	£5
Failed Standing Order admin fee	£5
Investigation fee	£20
Administration fees	FREE
Tariff Change fee	£5
Closure	
Cancellation or redemption	£10 cash out fee
Expiry	Card valid 36 months

*Some ATMS may charge an additional fee and should advise you before you confirm the transaction.

**A period of 90 consecutive days in which no money has been loaded onto or taken off the card by the customer.

These terms and conditions were published on 29th October 2009 and may be updated from time to time. Please check the website frequently for any changes.

Tuxedo reserves the right to update its fees and charges.

All telephone calls to Tuxedo MoneyPlus Limited will be recorded. Calls to our 0871 number will be charged at 10p per minute from BT landlines. Calls will be charged to the nearest second and may be recorded. Calls from other networks or from outside the UK may cost more. Please contact your service provider for details.