



Tuxedo Plus MasterCard/Maestro® Prepaid Card Terms & Conditions

These terms and conditions apply to your Prepaid Card. You must read them carefully. In these terms and conditions: -

“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 and any additional cardholders you authorise us to issue cards to.

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

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

Telephone Customer Care: 0871 241 4276. All telephone calls to Tuxedo MoneyPlus Limited will be recorded. Calls to our 0845 number will be charged at 10p per minute from BT landlines and charged to the nearest second. Calls from other networks or from outside the UK may cost more. Please contact your service provider for details.

1. Your Prepaid MasterCard/Maestro Card

You can use the Prepaid Card at any location that displays the MasterCard/Maestro Acceptance Mark, including shops, restaurants, online, or on the telephone. You can also use your Prepaid Card overseas. Before using the Prepaid Card you need to make sure there are enough funds loaded on it. You will not be able and should not attempt to use your Prepaid Card after its expiry date.

Your Prepaid Card is not a credit card and can only be connected to your bank account for the purposes of loading the card. You will not earn any interest on any funds loaded on your Prepaid Card.

Where you have requested and we have agreed to Additional Cardholders, you authorise us to issue Prepaid Cards and a PIN to the Additional Cardholders and you authorise each Additional Cardholder to authorise transactions on your behalf.

As the primary cardholder you will be responsible for the use of the additional Prepaid Card and for any applicable fees or charges that your Additional Cardholder may incur. The use of your Prepaid Card by an Additional Cardholder will be regarded as confirmation to us that you have communicated these terms and conditions to them and that they accepted them prior to use.

2. Applying for and activating your Prepaid Card

To apply for our Prepaid Card you must be at least 18 years old and a UK resident. We will require evidence of who you are and your address. We may ask you to provide some documentary evidence to prove this and/or we may check all personal information given by you with **credit reference or fraud prevention agencies and other organisations**, We may **perform a search of your credit file in order to verify your identity. The agencies may keep a record of your information and the searches made.**



You must sign the signature strip on the back of the Prepaid Card as soon as it is received. Please refer to our Website for all Prepaid Card loading options, or refer to the "Loading your Prepaid Card" section below.

By using the Prepaid Card you are agreeing to these terms and conditions.

3. Loading your Prepaid Card

Funds can be loaded to your Prepaid Card in a number of ways: Internet top up, phone top up by SMS, cash top up at selected retail outlets, and top ups from your bank account - Simply follow the instructions at the Website. You may also load your Prepaid Card with a cheque by posting your cheque to the following address: eccount, PO Box 99, Southport PR9 0UL. Funds will only be credited once funds have cleared, charges apply where cheques are represented. Please allow 6 working days for funds to clear.

The minimum initial load on your Prepaid Card is £10. Your Prepaid Card cannot be loaded more than twice in any one day. The balance on your Prepaid Card can never exceed the limit specified under Section 12 at any time. We reserve the right to refuse to accept any particular loading transaction.

Your funds will be available for use when we receive them. A PayPoint load will usually be available within one hour of loading. BACS and Post Office loads will take up to a maximum of five working days to become available.

A Load/Reload Fee may apply for each load/reload that you make.

4. Using your Prepaid Card

Detailed instructions on how to use your Prepaid Card are found on the Website. You will need to follow these instructions when using your Prepaid Card.

We will deduct the value of your transactions from the balance on your Prepaid Card. We will also deduct any applicable fees as soon as they become payable by you, see our Fees section below for details of our fees.

The Prepaid Card belongs to us. We may ask you to stop using your Prepaid Card and return it to us or destroy it. We may at anytime suspend, restrict or cancel your Prepaid Card or refuse to issue or replace a Prepaid Card for reasons relating to the following:

- we are concerned about security of your Prepaid Cards we have issued to you;
- we suspect your Prepaid Cards are being used in an unauthorised or fraudulent manner;
- or we need to do so to comply with the law.

If we do this, we will tell you as soon as we can or are permitted to do so after we have taken these steps.

Like other payment cards, we cannot guarantee a retailer will accept your Prepaid Card. We may also refuse to pay a transaction:

- if we are concerned about security of your Prepaid Card or we suspect your Prepaid Card is being used in an unauthorised or fraudulent manner;
- If sufficient funds are not loaded on your Prepaid Card at the time of a transaction to cover the amount of the transaction and any applicable fees;

- if there is an outstanding Shortfall on the Prepaid Card in accordance with condition 12;
- if we have reasonable grounds to believe that you are acting in breach of this agreement;
- if we believe that a transaction is potentially suspicious or illegal (for example, if we believe that a transaction is being made fraudulently); or
- because of errors, failures (whether mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing transactions.

If we refuse to authorise a transaction, we will, if practicable, tell you why immediately unless it would be unlawful for us to do so. You may correct any information we hold and which may have caused us to refuse a transaction by contacting us via the website

5. Authorising Transactions

Subject to the features of the particular Prepaid Card, the authorisation of a transaction can include authorising any single transaction, a series or recurring transactions (including transactions for an indefinite period) or pre-authorising future transactions of a certain or uncertain amount

A Prepaid Card transaction will be regarded as authorised by you where you;

- authorise the transaction at the point of sale by following the instructions provided by the merchant or retailer to authorise the transaction, which may include:
 - a) entering your PIN or providing any other security code;
 - b) signing a sales voucher;
 - c) providing the Prepaid Card details and/ or providing any other details as requested;
 - d) waving/swiping the Prepaid Card over a card reader or inserting your Prepaid Card into a card reading device for the purpose of making a payment
- insert a Prepaid Card and enter your PIN to request a cash withdrawal at an ATM;
- make a request for a cash advance at any bank counter;

Authorisation for a transaction may not be withdrawn (or revoked) by you after the time it is received. However, the following transactions may be withdrawn if you or an Additional Cardholder gives notice to the supplier (providing a copy of the notice to us):

- any transaction which is agreed to take place on a date later than the date it was authorised as long as notice was provided no later than the close of business on the business day before it was due to take place;
- direct debits if they are to occur after the date of the withdrawal

We may charge you a fee if a transaction is revoked by you under this condition.

Funds to cover the authorised transactions received by us will be paid over to the merchant acquirer within 3 days following the receipt by us of the instruction to make payment. A transaction (the payment order) will be received as follows:

- for purchases and ATM transactions, at the time we receive the transaction instruction from the merchant acquirer or ATM operator;

- for other transactions which are communicated directly to us, at the time you ask us to complete the transaction.
- If, in relation to;
 - a) purchases and ATM transactions, we receive the transaction instruction from the merchant acquirer or ATM operator; or
 - b) other transactions communicated directly to us, you ask us to complete the transaction after 4.00 p.m, the transaction instruction or request will be deemed to have been received by us on the following business day.

6. Cancellation and expiry of your Prepaid Card

This agreement will terminate 36 months from account opening date, after this time the funds on your card will expire and become valueless. You have a legal right to cancel your Prepaid Card up to 14 days after you receive the Prepaid Card without being charged the Refund Fee – this 14 day period is known as the “Cooling-Off Period”. Under these terms and conditions, you also have the right to cancel your Prepaid Card at any time after the 14 day Cooling-Off Period without notice and any funds remaining on your Prepaid Card will be returned to you within 5 days subject to satisfactory checks being completed.

We may also cancel your agreement for any reason by giving you at least 2 month's notice:

- if this agreement or your card expires on a set date and we have not agreed to renew this Agreement;
- if you break an important part of this agreement, or repeatedly break the agreement and fail to resolve the matter in a timely manner;
- if you act in a manner that is threatening or abusive to our staff, or any of our representatives;
- if you fail to pay fees or charges that you have incurred or fail to put right any shortfall;
- in the event of your death
- There is a 12 month consecutive period of card inactivity

We may also cancel this agreement or suspend your card or account immediately if we believe your Prepaid Card is deliberately being used by you to commit fraud or for other illegal purposes. If we do this we will tell you as soon as we are permitted to do so.

If we cancel your Prepaid Card you must tell us what you want us to do with any unused funds within 3 months of the date we tell you your Prepaid Card is cancelled. We can return the funds to the loading source, to a bank account in the same name as the prepaid card account or we can issue a cheque for your refund. Please note we will need to verify your identity in order to satisfy Anti Money Laundering requirements. If you fail to inform us within the 3 month period, your funds will expire and become valueless.

If your Prepaid Card is cancelled, we will immediately block your Prepaid Card so it cannot be used.

You will not be entitled to a refund of money you have already spent on transactions authorised, or pending or any fees for use of the Prepaid Card before the Prepaid Card is cancelled or expires. You can cancel your Prepaid Card by sending an email to us using the “contact us” function on the Website, and confirming that you have destroyed your Prepaid Card.

If you cancel your Prepaid Card, once all transactions and fees have been deducted, we will arrange for any unused funds to be refunded to you, see "Your Right to a Refund" section below for further information. A Refund Fee may be charged (see Fees section below) unless you have arranged to transfer any unused funds to another Prepaid Card managed by us, or you cancel your Prepaid Card within 14 days of receiving it.

Your Prepaid Card will be valid for 36 months, when it expires we will not automatically issue a replacement prepaid card.

7. Keeping your Prepaid Card secure

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. If you are issued with a PIN, you must immediately memorise it and destroy the notification. You must keep your PIN secret at all times. Do not write it down or reveal it to anyone. You can change your PIN to something more memorable at most ATM machines by following the on screen instructions.

We recommend that you check the balance on your Prepaid Card regularly online at the Website. We will provide you with your Prepaid Card balance and a statement of recent transactions either by electronic means or on our secure webpage at any time. Your statement will show:

- information relating to each Prepaid Card transaction which will enable it to be identified;
- the amount of the Prepaid Card transaction shown in the currency in which the transaction was paid or debited to the account;
- the amount of charges for the transaction
- the date the transaction is authorised or posted on to the account.
- A charge will be made for supplying additional or duplicate copies of statements on paper as specified in Section 12.

8. Lost and stolen Prepaid Card and unauthorised or incorrectly executed payments

You must tell us without undue delay by calling us on our 24 hour lost and stolen card helpline **0845 241 4278** or **+44 20 7101 6599 from overseas**, If you know or suspect that a Prepaid Card is lost or stolen or that the PIN or password is known to an unauthorised person or if you think a transaction has been incorrectly executed. If you ask us to do so, we will investigate any disputed transaction or misuse of your Prepaid Card and we may need more information and assistance from you.

We will refund any incorrectly executed transaction immediately unless we have any reason to believe that the incident has been caused by a breach of this agreement, gross negligence or we have reasonable grounds to suspect fraudulent activity.

However, if the investigations show that any disputed transaction was authorised by you, or you have acted fraudulently or with gross negligence (for example by failing to keep your Prepaid Card or PIN secure), we will not refund the transaction amount and will charge you a fee of up to £50 for any loss we suffer because of the use of the Prepaid Card.

9. Our liability

We will not be liable for any loss arising from:

- any cause which results from abnormal or unforeseen circumstances beyond our control, consequences which would have been unavoidable despite all our efforts to the contrary; or
- a retailer refusing to accept your Prepaid Card; or
- our compliance with legal and regulatory requirements;
- loss or corruption of data unless caused by our wilful default.

We are also not liable for:

- business interruption, loss of revenue, goodwill, opportunity or anticipated savings;
- any indirect or consequential loss.

We reserve the right to charge you for any reasonable costs that we incur in taking action to stop you using this Prepaid Card and to recover any monies owed as a result of your activities.

10. Your Right to a Refund

The Funds on your Prepaid Card

You may request a refund of the funds on your Prepaid Card provided you have more than £10 or the Euro / Dollar equivalent loaded on your Prepaid Card. To do so, send us an e-mail using the "contact us" facility on the Website requesting a refund and confirming that you have destroyed your Prepaid Card by cutting it up. When we process your refund, we may charge a Refund Fee (see Fees section below).

We will send a cheque to your last notified address or arrange an electronic transfer to a bank account nominated by you. However, to enable us to comply with our legal obligations, we may ask you to provide us with certain information before we can process your refund request.

Refunding Transactions

You may be entitled to claim a refund in relation to transactions where:

- the transactions was not authorised under this agreement;
- we are responsible for a transaction which was incorrectly executed notified us in accordance with section 8 above;
- a pre-authorized transaction did not specify the exact amount at the time of its authorisation and the amount charged by a supplier is more than you or an Additional Cardholder could reasonably have expected taking into account normal spending patterns on the Prepaid Card or the circumstances of the transaction.
- A claim for a refund in the circumstances set out above will not be accepted if the amount of the transaction was made available to you at least 4 weeks before the transaction date or it is made more than 8 weeks after being debited to your account.
- We were notified of the unauthorized/incorrectly executed transaction within 13 months of the debit date

11. Changes to these Terms

We may change these terms at any time by notifying you by e-mail or other agreed means at least 2 months before the change is due to take effect. The up-to-date version of the Prepaid Card terms and

conditions will always be available on the Website. The change will automatically take effect and you will be taken to have accepted the notified change unless you tell us that you do not agree to the change. In that event, we will treat that notice as notification that you wish immediately to terminate. In such circumstances we will refund any balance on the card in accordance with section 10 above and you will not be charged a Refund Fee.

We may make immediate changes to the exchange rate used to convert foreign transactions into Sterling. For all transactions made in a foreign currency you can find out what the applicable exchange rate was at the time of the transaction by contacting our Customer Services Team.

12. Fees and Usage Restrictions

By using your Prepaid Card you agree to pay all applicable fees per card, as set out below:

TUXEDO PLUS PREPAID MASTERCARD AND MAESTRO CARD & ECCOUNT	
Card 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 £1,000.00	£10
Cheque cashing £1,000.01-£2,000.00	£20
Cheque cashing £2,000.01-£3,000.00	£30
Representing failed cheque fees	As per original submission fee
Card limits	
Maximum card balance	£3,000
Maximum daily load	£2,000
Maximum monthly load	£5,000
Maximum daily ATM withdrawal	£250
Maximum daily spend	£1,500
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

When you use your Prepaid 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.

If we decide to increase or impose any new fees, we will tell you by e-mail, text, or post, at least two months before any changes take effect. Authorisation will be requested for all transactions at the time of each transaction. In the unlikely event, for any reason whatsoever, a transaction is completed when there are insufficient funds on the Prepaid Card for that transaction (a "Shortfall"), the Shortfall shall be reimbursed by you unless it is due to an error on the part of the retailer where the Prepaid Card was presented, in this circumstance we may seek the Shortfall from the retailer.

You agree that once we make this Shortfall known to you, we may charge you for the Shortfall amount. We may charge the amount of the shortfall from any other Prepaid Cards that you hold with us, to any other payment method which you may designate at that time, or against any funds which you may subsequently load onto your Prepaid Card or on any Additional Card ordered by you. Until we are reimbursed the Shortfall amount, we may suspend your Prepaid Card, and any Additional Cards connected to you. In addition, we reserve the right to charge you an Administration Fee for each transaction that you make using your Prepaid Card that results in a Shortfall or increases the Shortfall amount on your Prepaid Card.

13. Your Details

You must let us know as soon as possible if you change name, address, phone number or e-mail address. If we contact you in relation to your Prepaid Card, for example, to notify you that we have cancelled your Prepaid Card or to send you a refund by cheque, 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. We will not be liable to you if your contact details have changed and you have not told us.

14. Data Protection

- We are the data controller of personal data given to us in connection with your Prepaid Card.
- We will process personal data in order to open, administer and run your Prepaid Card and to deal with any enquiries you have about it.
- If we suspect that we have been given false or inaccurate information, we may record our suspicion together with any other relevant information.
- Tuxedo is the data controller of personal data that it collects for marketing purposes as set out 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.
- 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 eccount. We may also inform our partners when you start using your prepaid card or eccount, however we will not disclose details of any loads, withdrawals or transactions you make.
- 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.
- We may check all personal information given by you with **credit reference** or fraud prevention agencies and other organisations, We may perform a search of your credit file in order to verify your identity. The agencies may keep a record of your information and the searches made.
- 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.
- 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.
- 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.
- If you would like details of the third parties with which we share information about you please contact Customer Care.
- You have the right, on payment of a fee, to receive details of the personal data we hold about you. Please contact Customer Care.

15. Disputes with Retailers

If you have any disputes about purchases made using your Prepaid 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 Prepaid Card. Remember that once you have used your Prepaid Card to make a purchase we cannot stop that transaction.

16. Communication

If you have an enquiry relating to your Prepaid Card, you can use the "Contact Us" facility 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 0871 241 4276

17. Complaints

The Prepaid Card programme is managed by Tuxedo. If you are unhappy in any way with your Prepaid Card or the way it is managed, tell us by using the e-mail enquiry facility on the Website so we can investigate the circumstances for you. Any complaints you have will be dealt with quickly and fairly. You may be able to take unresolved complaints to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0845 080 1800 and e-mail: enquiries@financial-ombudsman.org.uk

18. Compensation

The Prepaid Card is an electronic money product and although it is a product regulated by the Financial Services Authority, it is not covered by the Financial Services Compensation Scheme. No other compensation scheme exists to cover losses claimed in connection with the 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.

19. Assignment

We may assign the benefit and burden of these terms and conditions to another company at any time, on giving you 2 month's prior notice of this. If we do this, your rights will not be affected.

20. Transfer to a new Prepaid Card

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 2 month's notice of the new Prepaid Card arrangements and the new Prepaid Card terms and conditions. Unless you advise us within the 2 month 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.

21. Governing Law

This Agreement is concluded in English. All communications with you will be in English. These terms and conditions will be construed in accordance with English law.

22. Fund Protection

As a responsible e-money issuer, Newcastle Building Society ensures that once it has received your funds they are deposited in a secure account, specifically for the purpose of redeeming transactions made by your Prepaid Card. In the unlikely event that Newcastle Building Society becomes insolvent funds that you have loaded which have arrived with and been deposited by Newcastle Building Society are protected against the claims made by creditors.

23. Prepaid Card Issuer

Your Prepaid Card is issued by Newcastle Building Society (NBS) whose principal office is Portland House, New Bridge Street, Newcastle Upon Tyne, Tyne and Wear, NE1 8AL, which is authorised and regulated by the Financial Services Authority (registered number 156058) as a building society and an issuer of e-money. Your Prepaid Card is the property of Newcastle Building Society and is not transferable to anyone else.