

Tuxedo account and MasterCard® Prepaid Card Terms and Conditions

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

“**Additional Cardholder**” means the person you have authorised to use a prepaid card connected to your account, who you agree is authorised to undertake transactions on your behalf and who is also subject to these terms and conditions

“**Cardholder**” means you or the Additional Cardholder;

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

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

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

“**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 account;

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

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

“**Website**” means our online site at www.tuxedopay.com

“**You**” or “**your**” means the individual holding the account and any additional cardholders you authorise us to issue cards to.

Contact us by:

Email: customercare@tuxedopay.com

Post: : Tuxedo MoneyPlus Limited, PO Box 3753, Chester, CH1 9UH

Telephone Customer Care: : 0207 096 9430. All telephone calls will be recorded. Calls 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.

Website: : www.tuxedopay.com

1. Your Prepaid MasterCard Card

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

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, however we do not perform a credit check and the search is for identity purposes only and will be recorded as such.

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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: with cash at selected retail outlets, by transfer 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 by debit or credit card more than twice in any 24 hour period. The balance on your Prepaid Card can never exceed the limit specified under Section 12 at any time. **If any load takes the maximum card balance above the permitted limit the load will have to be refunded to you and we may charge the redemption fee specified in Section 12.** We reserve the right to refuse to accept any particular loading transaction or to disable any particular loading method without notice in the interests of fraud prevention.

Upon receipt your funds will be available for use without delay. A Load/Reload Fee may apply for each load/reload that you make. Please see Section 12 below for details of when a Load/Reload fee will apply and how much it will be.

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 Section 12 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;

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- 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 or via customercare@tuxedopay.com

5. Authorising Transactions

Authorisation will be requested for all transactions at the time of each transaction. 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;

If we do revoke a transaction on your behalf we will charge a revocation fee as specified in Section 12.

We will pay the funds required by the retailer or merchant to cover the transactions authorised by you within 3 days of us receiving their request. 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

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- 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. You have a legal right to cancel your Prepaid Card up to 14 days after you receive the Prepaid Card without being charged the Redemption 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 months’ 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 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 section 10 below for further information. A Redemption 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.

If you have been issued with a £5000 limit card, shortly before expiry of your Prepaid card, we will contact you to ask whether you require a replacement card. If you promptly confirm to us that you wish to receive a replacement card, then subject to receiving acceptable evidence of identity from you, we will issue a replacement card before expiry of your card

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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 keep it secret at all times. You should memorise the PIN, destroying the notification and never disclosing the PIN or security information to anyone. If you suspect that someone else knows your PIN, you should change it as soon as possible. You can change your PIN at most ATMs 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 not been authorised by you..

If you think a transaction has not been authorised by you or has been incorrectly executed you must contact Customer Care immediately. Depending on the circumstances we may require you to complete a declaration form and forward this to us without delay.

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

If our 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 may reverse any refund made and you may be liable for any loss we suffer because of the use of the Prepaid Card. We may also charge you the Investigation Fee specified in Section 12.

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.

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We are also not liable for:

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

10. Your Rights to Redemption of Funds and Refunding of Transactions on your Prepaid Card

Redeeming funds on your Prepaid Card

You have the right to redeem the funds on your prepaid card at any time in whole or in part. To do so, please either send us an e-mail using the "contact us" facility on the Website, or contact us by telephone on 0207 096 9430, requesting redemption and indicating the amount to be redeemed. If you request redemption of all funds on your Prepaid Card, please confirm in writing that you have destroyed your Prepaid Card by cutting it up.

When we process your redemption request, we may require you to provide us with documents such as identification so that we may process your request in accordance with legal requirements. We may also charge a redemption fee if one of the following circumstances applies:

- o You are requesting redemption before termination or expiry of this agreement;
- o You cancel this agreement before any agreed termination or expiry date; or
- o You request redemption more than one year after the date of termination or expiry of this agreement.

Please see section 12 for a summary of fees including redemption fees. We will not redeem the value of the funds on your card to you if your request for redemption of the funds is made more than six years after the date of termination or expiry of this agreement

We may send a cheque to your last notified address, arrange an electronic transfer to a bank account in your name. However, to enable us to comply with our legal obligations, we may ask you to provide us with further evidence of your identity or additional evidence before we can process your redemption 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-authorised 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 unauthorised/incorrectly executed transaction within 13 months of the debit date

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11. Changes to these Terms

We may change these terms at any time by placing a new version on the Website at least 2 months before the change is due to take effect. The current 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 Redemption Fee.

We may make immediate changes to the exchange rate used to convert transactions undertaken in a currency other than the currency of your card. Unlike other payment cards, we do not use MasterCard's exchange rates when you use your card outside of the denominated currency zone. Instead we set a fixed "day rate" which we publish on our website, via automated phone line, and is available over the phone via customer care. The rate which we apply to spend outside of the card's currency is fixed at the start of the day and we guarantee that rate, regardless of market fluctuations – you always know exactly what you will be charged in advance. Exchange rates change on a daily basis and you can check the rates on our website at www.tuxedopay.com

12. Fees and Usage Restrictions

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

Tuxedo MasterCard Prepaid Card and Account	
Transaction fees	
UK purchase transactions	Free and unlimited
Employee cardholder ATM withdrawals*	First 2 monthly withdrawals at Tesco branded / refunded. £1.95 thereafter
Pension cardholder ATM withdrawals	Free and unlimited
Overseas purchase transactions	Free and unlimited
Overseas ATM withdrawals*	£2.25
Card limits	
Maximum card balance	£5,000
Maximum monthly load	£5,000
Maximum daily ATM withdrawal	£250
Information and Alerts	
Online balance & transactions	Free
Check balance by automated phone service	Local call rate in UK, standard network rates if abroad
Load alerts by email	Free
Online card to card transfer	£0.20
Customer Care	
Customer Care	Local call rate in UK , standard network rates from abroad
Lost and Stolen line	Local call rate in UK, standard networks rates if abroad
SMS Services	
Check balance by text	No extra charge - standard network rates apply
Load alerts	£0.10
Card to card transfers	£0.20
Lock your card	Free
Unlock your card	Free
IVR Services	
Check balance by text	Standard network rates
Card to card transfers	Standard network rates
Lock your card	Standard network rates
Unlock your card	Standard network rates
Other Charges	
Replacement Card	£4.99

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Standing Order	£1
Failed standing order admin fee	£5
Paper Statement	£10
PIN Issue/re-issue	Free
Dormancy Fee**	£2 per month
Investigation fee	£20
Closure	
Cancellation or Redemption Fee	£10.00
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. You should be advised 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 you.

There are no commissions or fees on top of our published foreign exchange rates (see Section 11 above). Instead all charges are built into the conversion process, providing you with a transparent, guaranteed, competitive rate.

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.

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 Investigation 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 account. We may

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also inform our partners when you start using your prepaid card or account, 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 additional 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 Care telephone line on 0207 096 9430 or if your card has been lost or stolen on **0845 241 4278** or **+44 20 7101 6599 from overseas**.

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 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 months prior notice of this. If we do this, your rights will not be affected.

20. Transfer to a new Prepaid Card

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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 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.