

On-X Prepaid Maestro® Card Terms and Conditions

These terms and conditions apply to your Prepaid Card. You must read them carefully. In these terms and conditions "you" means the named Prepaid Cardholder or the person who purchased the Prepaid Card for the named Prepaid Cardholder. "We", "us" or "our" means Newcastle Building Society or M-Cube Media Ltd acting on its behalf.

1. Your Prepaid Card

You can use your Prepaid Card wherever there is a Maestro acceptance mark found, including shops, restaurants, online, or on the telephone. You can also use your Prepaid Card overseas. Before using your Prepaid Card you need to make sure there are enough funds loaded on it. You will not be able to use your Prepaid Card after its expiry date. However we will issue you with a new card prior to expiry providing that your account is in good standing.

Your Prepaid Card is not a credit, charge or debit card and is not in any way connected to your bank account. Your Prepaid Card is an electronic money device. Funds loaded on to your card are held as electronic money, not a deposit. You will not earn any interest on any funds loaded on your Prepaid Card.

2. Applying for and activating your Prepaid Card

To apply for our Prepaid Card you must be at least 18 years old, must hold the right to reside within the UK and you must produce evidence to support this if requested. Failure to produce such evidence may result in the termination of the business relationship. We will require evidence of who you are and that you reside at your registered residential address. We may ask you to provide some documentary evidence to prove this, and/or we may carry out checks on you electronically. As the applicant you are responsible for all additional cards issued under this agreement and any fees or charges that these cards may incur.

You must sign your Prepaid Card as soon as it is received. To activate your Prepaid Card please visit www.on-xcard.com (the "Website"). Your PIN will be retrieved by IVR, which can be done by calling 08448552464, and following the automated instructions.

We reserve the right to terminate this agreement immediately if we suspect you or any additional cardholder have given false information or are involved in fraudulent or criminal activities. By using the Prepaid Card/paying the card issue fee 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, simply follow the instructions at visit www.on-xcard.com. The maximum daily load on your Prepaid Card is £300. Maximum load at the Post Office is £300. Your Prepaid Card cannot be loaded more than twice in any one day. The balance on your Prepaid Card can never exceed £3,000 at any time.

Where there is more than one card in your household, you may top up your Prepaid Card to a maximum balance of £3,000 per card provided that the total balance of all Prepaid Cards in your household does not exceed £3,000 at any time. For cardholders under 18, the balance can never exceed £1,000.

Once loaded, funds will normally be available for use on the Prepaid Card straight away. Funds loaded via the Post Office can take up to 2 days to reach your Prepaid Card. A Load/Reload Fee shall apply for each load/reload that you make. We reserve the right to refuse to accept any particular loading transaction.

Any entity or outlet providing payment collection services for the loading or re-loading of the Prepaid Card (including Post Office®) is strictly acting as agent to collect payments in connection with e-money and the Prepaid Cards and is not liable for the failure of the issuer of e-money and the Prepaid Card to fulfil its obligations to the Customer and that such a provision shall be for the benefit of and enforceable by such entities and outlets.

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 as soon as they are made. We will also deduct any applicable fees as soon as they become payable by you (see the Fees section below for details of our fees). If sufficient funds are not loaded on your Prepaid Card at the time of a transaction to cover the amount of the transaction and the Fees, the transaction will be declined. You will need your PIN for ATM withdrawals and to authorise any retail sales transactions in the UK and abroad. Your Prepaid Card can only be used where the merchant requests authorisation electronically. The card can only be used for real time transactions. It must not be used for manual transactions (for instance on 'zip zap' machines). Where authorisation is not sought, the transaction may be declined. The card's available balance will be reduced by the full amount of each transaction authorisation, plus any taxes and charges that are applicable.

5. Cancellation and expiry of your Prepaid Card

You have a legal right to cancel your Prepaid Card up to 14 days after you receive the Prepaid Card without being charged the Cash-out Fee. Under these terms and conditions, you also have the right to cancel your Prepaid Card at any time after this 14 day period. 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. The purchase price of your Prepaid Card is not refundable. You can cancel your Prepaid Card by sending an email to us using the "contact us" function on the Website, or by writing to us at PO Box 54274, London W14 0ZA, 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 Cash-out Fee will 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.

We may also cancel your Prepaid Card immediately if we suspect fraud or misuse of your Prepaid Card, if we have any other security concerns 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. In these circumstances, 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.

Your Prepaid Card will be valid for 36 months. When it expires, the card is no longer valid and you will not be able to use your Prepaid Card. We will arrange for the balance of funds to be transferred to a new Prepaid Card, after deducting any outstanding transactions and fees (including the replacement fee - see The Fees section below). However, we will not issue a new Prepaid Card if you tell us in writing at least 28 days before the date your Prepaid Card expires that you want a refund instead or if insufficient funds exist on the

Prepaid Card to meet the replacement fee. Any value loaded onto the card remains the property of the Prepaid Cardholder while the card remains valid.

6. 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. 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 cash machines. Simply follow the instructions on the screen.

We recommend that you check the balance on your Prepaid Card regularly online at the Website. You can see your Prepaid Card balance and recent transactions online at any time.

If you lose your Prepaid Card or it is stolen, or you suspect that your Prepaid Card has been used by someone other than you, you must tell us immediately by calling us on our 24 hour lost and stolen card helpline on 0871 641 9981 so we can cancel your Prepaid Card. 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 the amount of any transactions which the investigations show are not authorised by you, provided you have kept your Prepaid Card and PIN secure, you have not acted fraudulently, or acted without reasonable care. However, if the investigations show that any disputed transaction was authorised by you, or you have not kept your Prepaid Card or PIN secure, we will not refund the transaction amount and will charge you an Administration Fee (see Fees section below).

7. Your liability

In the event that you do not use your Prepaid Card in accordance with these terms and conditions or we find that you are using the Prepaid Card 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 and to recover any monies owed as a result of your activities.

8. Our liability

Like other payment cards, we cannot guarantee a retailer will accept your Prepaid Card, or that we will necessarily authorise any particular transaction. This may be because of a systems problem, something outside our reasonable control, or because we are concerned that your Prepaid Card is being misused. Accordingly, we shall not be liable in any event that a retailer refuses to accept your Prepaid Card, or if we do not authorise a transaction, or if we cancel or suspend use of your Prepaid Card. 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 Prepaid Card, or the use of your Prepaid Card by any third party.

9. Your right to a refund

You may request a refund of the unused funds on your valid Prepaid Card provided you have more than £5 loaded on your Prepaid Card. To do so, send us an e-mail using the "contact us" facility on the Website, or write to PO Box 54274, London W14 0ZA, requesting a refund and confirming that you have destroyed your Prepaid Card by cutting it up. When we process your refund, the Cash-out fee will be applied (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.

10. Changes to these terms and conditions

We may change these terms and conditions at any time. The up-to-date version of the Prepaid Card terms and conditions will always be available on the website. If we think that a change is material we will send you an e-mail at least 30 days before making the change, unless a more immediate change is required by law or other valid reason. Otherwise we will notify you of any other changes within 30 days of making the change.

11. The fees

We do not charge any fees for checking your online balance and transactions. However the following fees do apply:

The information contained in this table summarises key product features and is not intended to replace any terms and conditions	
On Application	
Card issue fee	£8.98 including On-X card purchase, postage and packaging, and the first years' account management
Limits	Minimum load amount £10.00 Maximum load amount £300.00 Maximum card balance £3,000
Usage restrictions	For full details please refer to the Terms & Conditions
Ongoing Fees	
Transaction fees	50p per purchase transaction in the UK 2.75% of the transaction value per purchase transaction outside the UK
Cash withdrawal fees	£2.00 per ATM withdrawal in the UK (+ any ATM network charges) 2.75% of the transaction value for ATM withdrawals outside the UK (+ any ATM network charges)
Balance enquiry	6p per minute to the balance enquiry line (0871 641 9981)
Top-up fees and limits	50p for Top-ups online 50p for Top-ups at the Post Office Maximum value for a single Top-up £300
Service fees	£5.00 Account management fee £5.00 Administration charge for requesting a full statement history by post £1.95 for delivery of a replacement PIN
Replacement card fees	£5.99 per card to replace a lost or stolen card
Closure	
Cancellation or redemption	£5.00 Cash-out fee (cancellation of card & return of funds) You must have more than £5 remaining on the card to redeem the balance
Expiry	Card valid for 3 years

Calls cost 6 pence per minute including VAT from a fixed landline. Calls from mobiles and other networks may vary. Please seek permission from whoever pays the bill before calling.

Your Prepaid Card is valid for three years, and on the first and second anniversary of your Prepaid Card purchase you will be charged an annual service charge of £5.00, for account management and services. Please see section 5 regarding the expiry of your Prepaid card, and any associated charges.

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 institutions or associations. If we decide to increase or impose any new fees, we will tell you by e-mail, text, or post, at least 30 days before any changes take effect.

All transactions using the card will be authorised at the time of the transaction. In the unlikely event, for any reason whatsoever, a transaction is authorised 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 at their expense).

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 Prepaid Card ordered by you. Until we are reimbursed the Shortfall amount, we may suspend your Prepaid Card and any additional Prepaid Cards connected to you. In addition, we reserve the right to charge you an Administration Fee (see The Summary Box section) for each transaction that you make using your Prepaid Card that results in a Shortfall or increases the Shortfall amount on your Prepaid Card. We reserve the right to take all steps necessary, including legal action to recover monies outstanding.

12. Your details

You must let us know as soon as possible by email if you change your 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.

13. Data protection

In purchasing the Prepaid Card on the Website 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, it includes details of the personal information that we collect, how it will be used, and who we pass it to. You can tell us if you don't want to receive any marketing materials from us. You have the right to inspect personal data we hold about you. To inspect any of your personal data held by us you will have to pay us an Administration Fee (see The Summary Box section). If you wish to inspect your personal data you can contact us in any of the ways set out in the Communication section below.

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 your Prepaid Card.

If we suspect that we have been given false or inaccurate information, we may record our suspicion together with any other relevant information. Personal data may also be transferred confidentially to other organisations involved in issuing or operating your Prepaid Card so that we can run your Prepaid Card correctly. We may monitor and/or record telephone calls we have with you or your additional cardholders to help us maintain and improve the quality of our Customer Service or as required by applicable law.

14. 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.

15. 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 641 9981.

You agree that we shall email notification of your Prepaid Card statement information to you each month. This notification will inform you where you may access your Prepaid Card information and statement detail and may include details of offers and information relating to your Prepaid Card.

16. Complaints

The Prepaid Card programme is managed by M-Cube Media Ltd. 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

17. Compensation

Although the product is regulated by the Financial Services Authority (FSA), the Financial Services Compensation Scheme (FSCS) does not apply to this product. No other compensation scheme exists to cover losses with this product. This means that in the unlikely event that Newcastle Building Society becomes insolvent, the card may become valueless and unusable, and you may lose your money. By using this product, you confirm that understand and accept these risks.

18. Assignment

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.

19. 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 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.

20. Governing law

All communications with you will be in English. These terms and conditions will be construed in accordance with English law and the exclusive jurisdiction of the English courts.

21. Prepaid Card issuer

MasterCard is a registered trademark of MasterCard International Incorporated. Card issued by Newcastle Building Society ("NBS") pursuant to licence by MasterCard International. NBS is authorised & regulated by the Financial Services Authority as an issuer of e-money (registered number 156058). NBS subscribes to the Banking Code, copies of the Code are available upon request.