

THE CLEARCASH 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 "you" means the named Prepaid Cardholder and anyone who purchased the Prepaid Card for the named Prepaid Cardholder. If not the same person, the Cardholder is the authorised user of the Prepaid Card.

Your Prepaid MasterCard Card

Your Prepaid MasterCard card is an electronic money device. Funds loaded onto your card will be held as electronic money, not a deposit. You will not earn any interest on the balance of your card. You can use the Prepaid Card at any location that displays the MasterCard® acceptance mark, including shops, restaurants, online or on the telephone. Your PIN will allow you access to ATM's, Chip & PIN retailers and 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 to use your Prepaid Card after its expiry date. In normal circumstances we will issue you with a new card prior to expiry providing that the remaining balance is sufficient to cover the Reissue Fee (see our Fees at www.clearcash.co.uk). Your Prepaid Card is not a credit card and is not in any way connected to your bank account.

Monthly Fee Card

If you have opted for a monthly fee card you must ensure that there are sufficient Funds loaded onto your card to cover your fee. Your fee will be deducted from card funds each month. If there are insufficient funds to cover the fee your card will take reasonable steps to recover these fees and you will be in breach of the terms and conditions. This may include cancelling your card.

Activating your Prepaid Card

To apply for a Prepaid Card you must be at least 18 years old, and a UK resident. The Prepaid Cardholder must sign the Prepaid Card as soon as it is received. You must then activate it before the Prepaid Cardholder can access their account or any funds can be loaded onto the Prepaid Card. To activate your ClearCash prepaid card and receive your PIN code, please telephone our PIN Request Line on 0844 855 2463, you will need to have your ClearCash card to hand.

Loading your Prepaid Card

Once your Prepaid Card has been activated, you can load funds onto it in a number of ways. Simply follow the instructions at www.clearcash.co.uk All associated load points, fees and limits can also be found at this website. We reserve the right to refuse to accept any particular loading transaction.

Using the 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 amount on your Prepaid Card as soon as they are made. We will also deduct any fees as soon as they are payable by you. 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.

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 - 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 this 14 day Cooling-Off 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. You can cancel your Prepaid Card by sending an email to us using the "contact us" function on the Website, www.clearcash.co.uk and confirming that you have destroyed your Prepaid Card by cutting vertically through the magnetic strip and chip.

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 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, or 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 24 months. When it expires the card will no longer be valid and you will no longer 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). 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 account to meet the replacement fee. Your ClearCash card will not be replaced automatically at the end of 24 months if it has not been used during the 3 month period prior to the card expiry date.

Keeping your Prepaid Card secure

You should treat your Prepaid Card like cash in a wallet. 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. 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. We recommend that you check the balance on your Prepaid Card regularly online at the Website. You can see your Prepaid Card balance and most recent statement of transactions online at any time by selecting the "overview" or "view transactions" tab on the Website and completing the security details.

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 0870 609 3146 so we can cancel your Prepaid Card. We will investigate any disputed transaction or misuse of your Prepaid Card and we may need more information from you and we may require you to report the incident to the police. 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.

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. 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.

Your right to a refund

Provided that any unused funds loaded on your Prepaid Card are not invalid and you have at least £10.00 loaded on your Prepaid Card to cover the Cash Out Fee (see "The fees" section for details), we will refund the unused value to you. You can make a Cash Out request by sending us an e-mail using the "contact us" facility on the Website, confirming that you have destroyed your Prepaid Card by cutting it up. When we process a refund, we will deduct a Cash Out fee of £10.00 before doing so.

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.

Changes to these terms

You may change these terms 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.

If you are significantly disadvantaged by any such change that we make, you may cancel your Prepaid Card in accordance with our refund policy (see "Your right to a refund", above). In such circumstances you will not be charged a Cash Out Fee.

Shortfall

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 which case 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 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 for each transaction that you make using your Prepaid Card that results in a Shortfall or increases the Shortfall amount on your Prepaid Card.

Your details

You must let us know as soon as possible by e-mail or by telephone 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.

Data Protection

In purchasing the Prepaid Card you agree that we can use your personal information in various ways. We are the data controller of personal data given to us in connection with your Account. We will process personal data in order to open, administer and run your Account and to deal with any enquiries you have about your Account. 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 Account correctly. We may obtain information about you from credit reference agencies to verify your identity for fraud prevention and/or money laundering. Scoring methods may be used in the verification process. A record of this process may be kept and used to help other companies to verify your identity. All personal information given by you may be checked with fraud prevention agencies and other organisations involved in crime prevention and may be used for the investigation of fraudulent activity and crime prevention to meet our obligations, and if you have given false or inaccurate information and we suspect fraud we will record this. If you would like details of the third parties with which we share information about you please write to Quantum Card Services Ltd, 10 Central Business Park, Southcote Road, Boumemouth, Dorset BH1 3SJ. 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. The ClearCash prepaid card is operated by Quantum Card Services Ltd who are committed to preserving your right of privacy, which includes giving you control of how we contact you. During the purchase process we allow you to choose your marketing preferences. You can change these settings at any time by clicking on "Your Details" on the Website. Please note, you must agree to receive account-related emails, confirmation messages and other important announcements from both companies as part of the terms and conditions of this service.

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.

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 via e-mail to the e-mail address registered to your account. If you do not wish to enquire in this way you can alternatively call our customer service telephone line which is a chargeable service as outlined in these terms and conditions.

Complaints

The Prepaid Card programme is managed by us, Quantum Card Services Ltd, 10 Central Business Park, Southcote Road, Boumemouth, Dorset BH1 3SJ (company number 04501775) who operate the Prepaid Card for Newcastle Building Society. A copy of the complaints procedure is available on the Website. 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@financialombudsman.org.uk The Prepaid Card is issued by Newcastle Building Society, 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.

Compensation

The Prepaid Card is an electronic money ("E-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. If you choose to hold a large balance on your card (such as £1,000 or more, or the equivalent in another currency) you understand and accept the risks of doing so. 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.

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.

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.

Prepaid Card issuer

Your Prepaid Card is issued by Newcastle Building Society, 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. Newcastle Building Society subscribes to the Banking Code, copies of the Code are available upon request. Your Prepaid Card is the property of Newcastle Building Society and is not transferable to anyone else.

Governing law

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

The fees

For all associated card fees, as well as loading fees and limits, please visit www.clearcash.co.uk. A Summary is below:

SUMMARY BOX	
The information contained in this table summarises key product features and is not intended to replace any terms and conditions	
Card issue fee	£10.00
Monthly Usage Fee	£9.99
Limits	Minimum initial load: £10 Maximum total balance: £5000
Usage restrictions	Over 18 years old only For full details please refer to the terms & conditions
Transaction fees	FREE
This includes Point of Sale transactions using your card and all online bill payments	2.75% on foreign currency transactions
Cash withdrawal fees	£0.50 UK ATM OR £1.50 International ATM
This section refers to withdrawals via ATM or cash advance over the counter	
Balance enquiry	Phone customer services: 10p/minute SMS text message: no fee Website: no fee
Top-up fees and limits	BACS / bank transfer: free
Replacement card fees	£5 per card to replace lost or stolen card
Closure	
Cancellation or redemption	£10 cash-out fee (cancellation of card & return of funds) You must have more than £10 remaining on the card to redeem the balance
Expiry	Card valid for 2 years

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