

# Aspinall Foundation 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 and the authorised user of the Prepaid Card. "We", "us" or "our" means Newcastle Building Society or M-Cube Media Ltd acting on its behalf. "Website" means our website at [www.savinggorillas.com](http://www.savinggorillas.com).

## 1. Your Prepaid Maestro Card

You can use your Prepaid Card at any location that displays the Maestro Acceptance Mark, 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.

Your Prepaid Card is not a credit card and is not in any way connected to your bank account. 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 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 carry out checks on you electronically. Failure to produce such evidence may result in the termination of the business relationship.

You will receive your Prepaid Card within 28 days of purchase, and you must sign it as soon as it is received. To activate your Prepaid Card please call 08448552464. You will require the access code that was sent to you when you purchased your Prepaid Card. Once your card is activated remain on the line, and retrieve your PIN by following the automated instructions (calls cost £0.06 per minute). Please refer to our Website [www.savinggorillas.com](http://www.savinggorillas.com) for all Prepaid Card loading options, or refer to the "Loading your Prepaid Card" section below

**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: Internet top up, cash top up at selected retail outlets, and top ups from your bank account - simply follow the instructions at the Website.

The maximum daily load on your Prepaid Card 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. We reserve the right to refuse to accept any particular loading transaction.

Your funds will be available for use when we receive them. BACS and Post Office loads will take up to a maximum of three working days to be received by us. 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.

To top up your card by standing order you will need to instruct your bank directly. You will need to provide them with the recipient bank details, the standing order amount, and the frequency of the payment. The recipient bank details are available on the website. You will also need to provide a reference number to your bank which is the 16 digit number on your card. The reference number must be provided correctly, otherwise your funds may not be credited, or there may be a delay in crediting the funds to your Prepaid Card. Please contact your bank for more details on setting up and cancelling your standing order.

## 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. 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 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 account or Prepaid Cards we have issued to you;
- we suspect your account is 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.

The maximum point of sale transaction value on the card is £1,500.00. Other limits have been applied to the card to prevent fraudulent use.

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 on 0871 641 9981.

## 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

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 Prepaid 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

We may charge you a fee if a transaction is revoked by you under this condition, please see our fees table in section 12 below.

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
    - b) other transactions communicated directly to us, you ask us to complete the transaction after 5pm, 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 continue indefinitely unless terminated. 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 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. If your Prepaid Card is cancelled, we will immediately block your Prepaid Card so it cannot be used.

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

We may cancel your Prepaid Card if it is not activated within 60 days from the date of purchase. You will not be entitled to a refund of the card issue fee if your card is cancelled for this reason. Your card may be cancelled after 12 months of inactivity providing there is no remaining balance on your card.

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 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 can or 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. If we have received no contact within this 3 month period your e-money will expire and become valueless. 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 we receive no contact within three months, the funds will be returned to the loading source.

Your Prepaid Card will be valid for 12 months. When it expires, unless we are told otherwise, we will issue you with a replacement Prepaid Card provided there are sufficient funds on your card to cover the Card issue fee.

### 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 should memorise the PIN, then 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.

### 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 on 0871 641 9981 if you know or suspect that your 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.

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), you may be liable 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.

### 10. Your right to a refund

#### The Funds on your Prepaid Card

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, we will 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-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 Prepaid 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 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

### 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 via the MasterCard website

<https://www.mastercard.com/us/personal/en/cardholderservices/currencyconversion/index.html>

### 12. The Fees

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

<b>The Information contained in this table summarises key product features and is not intended to replace any terms and conditions</b>	
<b>On Application</b>	
Card issue fee	<b>FREE</b> for the Aspinall Foundation card including card purchase, postage and packaging
Additional card fee	Not applicable
Other Initial card fees	Not applicable
Limits	Minimum load amount <b>£10.00</b> Maximum load amount <b>£300.00</b> Maximum card balance <b>£3,000.00</b> Maximum ATM withdrawal <b>£250.00</b>
Usage restrictions	For full details please refer to section 4 of the Terms & Conditions
<b>Ongoing Fees</b>	
Replacement card fee	<b>£6.99</b> per card to replace a lost or stolen card, or expired card
Transaction fees	<b>£0.50</b> per purchase transaction in the UK <b>2.75% of the transaction value</b> per purchase transaction outside the UK
Cash withdrawal fees	<b>£2.00</b> per ATM withdrawal in the UK (+ any ATM network charges) <b>2.75% of the transaction value</b> for ATM withdrawals outside the UK (+ any ATM network charges)
Service fees	Not applicable
Balance enquiry	<b>£0.06 per minute</b> to the balance enquiry line (0871 641 9981)
Top-up fees and limits	<b>£0.50</b> for Top-ups online using a debit card <b>£0.50</b> for Top-ups by standing order from your bank account <b>£0.50</b> for Top-ups at the Post Office <b>3% of the transaction value</b> for Top-ups online using a credit card Maximum value for a single Top-up <b>£300.00</b>
Other Fees	<b>£5.00</b> Administration charge for requesting a full statement history by post up to <b>£50.00</b> Investigation fee following confirmation of submission of false declaration or a disputed transaction <b>£1.95</b> for requesting a replacement PIN using the IVR service (calls cost £0.06 per minute) <b>£10.00</b> Transaction Revocation Fee
<b>Closure</b>	
Cancellation or redemption	<b>£5.00</b> Refund fee (cancellation of card & return of funds) You must have more than £5.00 remaining on the card to redeem the balance
Expiry	Card valid for <b>1 year</b>

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.

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 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 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.

### **13. 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.

When applying for or during the period your Prepaid Card is active we may source information about you from recognised agencies in order to verify your identity, and a record of such enquiries may be left on your file. If we are unable to verify your details, you may be required to supply some documentation to confirm these. During such situations you may not receive your Prepaid Card or your account may be temporarily suspended until your documentation has been received and verified.

### **14. 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.

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. By completing the application process and agreeing to these Terms and Conditions you are confirming your consent to allow your personal data to be transferred confidentially to other organisations within the M-Cube Group of companies and selected third parties so that we can provide the services associated with and manage your account.

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.

### **15. Disputes with retailers**

If you have any disputes about purchases made using your Prepaid Card, you should settle these with the merchant you bought the goods or services from prior to contacting customer service. You may be required to supply documentary evidence to customer service to satisfy our requirements that you have made all reasonable efforts to do so. We may not be able to assist you if you contact us if more than 30 days have elapsed since you made your purchase. 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. If we refund a disputed transaction to your card and are later made aware that this transaction did directly or indirectly originate from you then you may be subject to an Investigation fee of up to £50.00.

### **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 641 9981 or if your card has been lost or stolen on 0871 641 9981. The customer services telephone line is a chargeable service. Calls cost 6p per minute from a fixed BT landline. Call costs from other networks may vary.

### **17. 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](mailto: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 at least 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 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. NBS is authorised and regulated by the Financial Services Authority as an issuer of e-money (registration no. 156058). Your Prepaid Card is the property of Newcastle Building Society and is not transferable to anyone else.