

Terms and Conditions – Consumer card



These Terms and Conditions, together with our Summary Box, which has details of our fees and charges, apply to your ALTO MasterCard® prepaid Consumer card and form the agreement between you and us and together set out our respective rights, responsibilities and obligations to each other. They are important and you should read them carefully and retain a copy for future reference.

This information is available to you at any time on our website www.altocard.co.uk or by telephoning us on 0845 350 0011 to request copies.

Definitions

"We", "Us" or "Our" means Unity Trust Bank who manage the ALTO card, which is issued by Newcastle Building Society

"You" or "Your" means the Applicant /cardholder and any additional cardholder applying for the ALTO card.

1. Applying for and activating your ALTO card

- 1.1 To apply for or to use our ALTO card you must be at least 18 years old and a UK resident.
- 1.2 Your organisation may apply for an ALTO card on your behalf and we may ask to see the evidence your organisation holds to evidence who you are and where you live. We may require documentary evidence to prove this and/or we may carry out checks on you electronically. Such evidence may be provided on your behalf by your organisation.
- 1.3 You must sign the signature strip on the back of the ALTO card as soon as you receive it.

Please refer to the "Loading your ALTO card" section 2 below.

By activating the ALTO card you are agreeing to these terms and conditions.

2. Loading your ALTO card

- 2.1 Funds will be loaded to your ALTO card by the Organisation that requested the ALTO card for you.
- 2.2 The maximum load that can be made onto your ALTO card is £3,000.
- 2.3 The balance on your ALTO card can never exceed £3,000 at any time.
- 2.4 Your ALTO card cannot be loaded more than twice in any one day.
- 2.5 We reserve the right to refuse to accept any particular loading transaction.
- 2.6 Once we have received a request from the organisation that requested your ALTO card, your funds will be processed without delay. Funds will normally be available for use no later than two working days after receipt of the request.
- 2.7 The organisation that requested your ALTO card may also load funds onto your ALTO card in real time if they have requested the facility to do this and we have approved this facility for them.
- 2.8 There is a charge each time you load your ALTO card, (see summary box of charges for fee).

3. Using your ALTO card

Your ALTO card is an electronic money ("e-money") device. You can use the ALTO card at any location that displays the MasterCard Acceptance Mark, including shops, restaurants, online, or on the telephone. Cash can also be accessed 24/7 at over 1.5 million ATMs, although there is a charge for this service.

- 3.1 You can use your ALTO card overseas and if you do, you should tell us before you travel by telephoning our cardholder services team on 0845 350 0011. This is a security measure and will help reduce the possibility of transactions being declined.
- 3.2 Before using your ALTO card, you need to make sure there are enough funds loaded on it.
- 3.3 Your ALTO card is valid for 36 months. You will not be able to use your ALTO card after its expiry date. However, subject to usage (i.e. you have used your card for transactions within the last six months of its validity), we will automatically issue you with a new ALTO card prior to expiry. When we issue a replacement ALTO card we may charge a fee. Details of fees

can be found in the summary box of charges, which is also available on our website.

- 3.4 You are limited to £250 per day for cash withdrawal (ATM) transactions and other limits may be applied to the amount of spend and the number of transactions you can perform over a period of time.
- 3.5 You will not earn any interest on any funds loaded on your ALTO card.
- 3.6 We will deduct the value of your transactions from the balance on your ALTO card as soon as they are made.
- 3.7 We will deduct any applicable fees as soon as they become payable by you. If there are insufficient funds on your ALTO card at the time of a transaction to cover the amount of the transaction and the fees, the transaction will be declined.

4. Cancellation or Suspension of your ALTO card

- 4.1 The ALTO card belongs to us. We may ask you to stop using your ALTO card and return it to us or destroy it.
- 4.2 We may at anytime suspend, restrict or cancel your ALTO card or refuse to issue or replace an ALTO card if;
 - (i) We are concerned about security of your account or ALTO card we have issued to you;
 - (ii) We suspect your account is being used in an unauthorised or fraudulent manner; or;
 - (iii) 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. Any unused funds will be returned to the organisation that requested your ALTO card.

- 4.3 You have a legal right to cancel your ALTO card up to 14 days after you receive the ALTO card without being charged the Redemption Fee – this 14 day period is known as the "Cooling-Off Period".
- 4.4 Under these terms and conditions, you have the right to cancel your ALTO card at any time after the Cooling-Off Period.
- 4.5 If your ALTO card is cancelled, we will immediately block your ALTO card so it cannot be used.
- 4.6 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 ALTO card before the ALTO card is cancelled or expires.
- 4.7 You can cancel your ALTO card by contacting the organisation that requested your ALTO card and confirming that you have destroyed your ALTO Card.
- 4.8 If you cancel your ALTO card, once all transactions and fees have been deducted, we will arrange for any unused funds to be refunded to the organisation that requested your ALTO card. See section 11 (Your rights to redemption of funds and refunding transactions on your ALTO card) for further information. A Redemption Fee may be charged (see summary box of charges for fee) unless you have arranged to transfer any unused funds to another ALTO card, cancel your ALTO card within 14 days of receiving it or where we make a change to these Terms and Conditions which you do not accept (see condition 12.3).

5. Authorisation and payment of Transactions

- 5.1 The authorisation of an ALTO card transaction can include authorising a single transaction or a series of recurring transactions, including transactions for an indefinite period.
- 5.2 An ALTO card transaction will be regarded as authorised by you where you;
 - (i) 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, or
 - b) Providing the ALTO card details and/or providing any other details as requested, or
 - c) Signing a sales voucher.
 - (ii) Insert an ALTO card and enter your PIN to request a cash withdrawal at an ATM;
 - (iii) Make a request for a cash advance at any bank counter;
- 5.3 Authorisation for a transaction may not be withdrawn (or revoked) by you after the time it is received, except where 5.4 is applicable.

- 5.4 You may withdraw 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 close of business, on the business day before it was due to take place, and you give notice to a supplier, providing a copy of the notice to us: We may charge you a fee if a transaction is revoked by you under this condition. (see summary box of charges for fee)
- 5.5 We cannot guarantee a retailer will accept your ALTO card.
- 5.6 We shall not be liable in any event that;
- (i) a retailer refuses to accept your ALTO card: or
 - (ii) fails to cancel an authorisation, or
 - (iii) if we do not authorise a transaction, or
 - (iv) if we cancel or suspend use of your ALTO card.
- 5.7 We may refuse to pay a transaction;
- (i) if we are concerned about the security of your ALTO card or we suspect your ALTO card is being used in an unauthorised or fraudulent manner, or;
 - (ii) if sufficient funds are not loaded on your ALTO card at the time of a transaction to cover the amount of the transaction and any applicable fees, or
 - (iii) if there is an outstanding shortfall on the ALTO card in accordance with condition 5.10, or
 - (iv) if we have reasonable grounds to believe that you are acting in breach of this agreement, or
 - (v) if we believe that a transaction is potentially suspicious or illegal (for example, if we believe that a transaction is being made fraudulently), or
 - (vi) because of errors, failures (whether mechanical or otherwise) or refusals by merchants, payment processors, or payment schemes processing transactions.
- 5.8 If we refuse to authorise a transaction, we will tell you why immediately, where we are able, unless it would be unlawful for us to do so.
- 5.9 You may correct any information we hold and which may have caused us to refuse a transaction by contacting us on 0845 350 0011.
- 5.10 We will pay the funds required by the retailer or merchant to cover the transactions authorised by you within 3 days of receiving their request. A transaction (the payment order) will be received as follows:
- (i) for purchases and ATMs, at the time we receive the transaction instruction from the merchant acquirer or ATM operator.
 - (ii) for other transactions which are communicated directly to us, at the time you ask us to complete the transaction.
 - (iii) 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 4pm, the transaction instruction or request will be deemed to have been received by us on the following business day.
- 5.11 All transactions using your ALTO 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 ALTO 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 ALTO card was presented - in this circumstance we may seek the Shortfall from the retailer. Until we are reimbursed the Shortfall amount, we may suspend your ALTO card account. In addition, we reserve the right to charge you an administration Fee (see summary box of charges for fee) for each transaction that you make using your ALTO card that results in a Shortfall or increases the Shortfall amount on your ALTO card. Alternatively, we may seek to recover any Shortfall directly from the Organisation who requested the ALTO card for you.

6. Keeping your ALTO card secure

This section includes information about what to do if your card is Lost or stolen; looking after your PIN and passcode/Access code.

You should treat your ALTO card like cash.

If it is lost or stolen, you may lose some or all of your money on your ALTO card, in the same way as if you lost cash in your wallet or purse. As a result, you must keep your ALTO card safe and not let anyone else use it.

If you lose your ALTO card or it is stolen, or if you suspect someone else knows your PIN, or you suspect that your ALTO card has been used by someone other than you, you must tell us immediately. You can do this by;

- (i) calling us on our lost and stolen card helpline 0845 350 0011 (or +44 845 350 0011 from outside the UK) so we can cancel your ALTO card, or
- (ii) reporting your ALTO card lost or stolen via our website on www.altocard.co.uk; or
- (iii) Sending a text message 24 hours a day, text CARD STOP STOLEN or CARD STOP LOST to 60777 from your registered mobile to stop your card (or +44 7786 200 690 from outside the UK); or
- (iv) asking the organisation that requested your ALTO card for you, to block your ALTO card.

You may be required to help us, our agents or the Police if your ALTO card is lost or stolen or we suspect your ALTO card is being misused.

You will be liable for losses up to £50 resulting from any unauthorised transactions arising from the Lost or Stolen card or from the misappropriation of the ALTO card where you have failed to keep your personalised security details safe. If however you have acted fraudulently, or intentionally, or with gross negligence or not complied with your obligations regarding the security of the ALTO card, you will be liable for all losses.

7. PIN (Personal Identification Number)

Your PIN is needed to approve transactions you make with your ALTO card.

When you are issued with a PIN, we recommend you memorise it and if you are issued with a paper copy you destroy the notification and never disclose the PIN or security notification to anybody. You must keep your PIN secret at all times. For your own security we recommend you do not write it down. If you suspect that someone else knows your PIN you should change it as soon as possible. If you find your PIN hard to remember, you can change it to something more memorable at most ATMs, by selecting the "PIN services" option and following the on-screen instructions.

8. Passcode/Access code

- 8.1 Your Passcode/Access code is needed to activate your ALTO card or access your ALTO card details on the website.
- 8.2 When you are issued with your Passcode/Access code we recommend you memorise it and delete the text or e-mail notification. For your own security you should not write it down or share it with anyone.

9. Disputed Transactions

- 9.1 It is your responsibility to make reasonable attempts to resolve a transaction dispute with the merchant before asking us to investigate any disputed transactions and to satisfy Cardholder Services that you have made every effort to do so and to provide such evidence to us as we shall require.
- 9.2 If you believe that any of the transactions on your ALTO card were;
 - (i) not authorised by you; or
 - (ii) incorrectly posted to your ALTO card, you should tell us without undue delay by telephoning Cardholder Services on 0845 350 0011 and in any case no later than 13 months after the transaction was posted to your ALTO card.
- 9.3 We will refund any incorrectly executed transaction immediately unless we have reason to believe that the transaction was as a result of a breach of this agreement, gross negligence or we have reasonable grounds to suspect fraud.
- 9.4 We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased with your ALTO card. Once you have used your ALTO card to make a purchase, we cannot stop that transaction.
- 9.5 If a disputed transaction is refunded to your ALTO card, it may later be deducted from your ALTO card if we receive information that proves that the transaction was genuine and correct.

10. Liabilities

- 10.1 Unless otherwise required by law or regulation, 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 ALTO card, or the use of your ALTO card by any third party.
- 10.2 If something which we are not reasonably able to control, including but not limited to defects relating to the ALTO card which stop or delay us from doing something we are supposed to do under these Terms and Conditions, we will not be responsible for any loss which you may suffer.
- 10.3 From time to time your ability to use your ALTO card may be interrupted, e.g. when we carry out maintenance. If this happens, the organisation that requested your ALTO card may be unable to load your ALTO card and you may be unable to;
- (i) use your ALTO card to pay for purchases or to obtain cash from ATMs, or
 - (ii) obtain information about the funds available in your ALTO card and/or about your recent ALTO card transactions. We will not be liable for any such interruptions.
- 10.4 If you have acted fraudulently you will be liable for all losses on your ALTO card.
- 10.5 If you have acted with gross negligence which causes losses, you may be liable for any resulting losses.
- 10.6 If you do not use your ALTO card in accordance with these Terms and Conditions, and this causes losses, you will be liable for them.

11. Your rights to redemption of funds and refunding of transactions on your ALTO card

- 11.1 You have the right to redeem the funds on your ALTO card at any time in whole or in part. To do so, please contact us by telephone on 0845 155 9876, requesting redemption and indicating the amount to be redeemed. If you request redemption of all funds on your ALTO card, please confirm in writing, to ALTO Cardholder Services, Unity Trust Bank, Nine Brindleyplace, Birmingham B1 2HB, that you have destroyed your ALTO card by cutting it up. When we process your redemption request, we may also require you to provide 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:
- (i) You are requesting redemption before termination or expiry of this agreement;
 - (ii) You cancel this agreement before any agreed termination or expiry date; or
 - (iii) You request redemption more than one year after the date of termination or expiry of this agreement.

Please see summary box of charges for details 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 funds is more than six years after the date of termination or expiry of this agreement.

- 11.2 All refunds will be returned to you through your organisation that requested your ALTO card. To enable us to comply with our legal obligations, we may ask them to provide us with certain information before we can process the refund request.
- 11.3 You may be entitled to a refund in relation to transactions where;
- (i) the transaction(s) was not authorised under this agreement.
 - (ii) we are responsible for a transaction which was incorrectly executed and notified to us in accordance with condition 5.4.
 - (iii) a pre-authorized transaction, made in the EEA, did not specify the exact amount at the time of its authorisation and the amount charged by a supplier is more than you could reasonably have expected, taking into account all circumstances AND the supplier did not make you aware of the amount of the transaction at least four weeks before the transaction was processed to your ALTO card. If this happens, **you must contact us within eight weeks of making this transaction in order to be entitled to claim a refund.**

12. Changes to these terms

- 12.1 We may change these terms at any time.
- 12.2 If a change is to your advantage, we will make it immediately and we will notify you by letter or e-mail.
- 12.3 If we think that a change is material we will send you a letter or an e-mail at least two months before we make the change,

unless a more immediate change is required by law or other valid reason.

- 12.4 You will be taken to have accepted the 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 to terminate this agreement immediately. In such circumstances, we will refund any balance on your ALTO card, to the organisation that requested your ALTO card and you will not be charged a refund fee.
- 12.5 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/cardholderservice/s/currencyconversion/index.html>

13. The Fees

- 13.1 Fees apply to the use of the ALTO Card. Details of the fees that apply can be found in the Summary Box of charges provided at the time of application, which are also available on our website at www.altocard.co.uk. By activating your ALTO card you agree to the fees being applied.
- 13.2 When you use your ALTO 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.
- 13.3 If we decide to increase or impose any new fees, we will tell you by email, text, or post, at least two months before any changes take effect.

14. Your details

- 14.1 You must let us know as soon as possible if you change your;
- (i) name,
 - (ii) address,
 - (iii) phone number(Landline and/or mobile) or
 - (iv) e-mail address.

We may require proof of your new address. If we contact you in relation to your ALTO card 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.

- 14.2 We will not be liable to you if your contact details have changed and you have not told us.

15. Use of Personal Information and Data protection

In this paragraph personal information means:

- (i) information you give us, or which we already hold about you, including any phone number you call us from, which we may record;
 - (ii) information we receive from enquiries we make so we can deal with any queries in relation to your ALTO card; and
 - (iii) information we receive from anyone who is allowed to give us information about you.
- 15.1 We will keep your personal information for only as long as we need to or are allowed to by law. You have certain rights to receive a copy of the personal information we hold about you. Please write to us at Nine Brindleyplace, Birmingham. B1 2HB, if you require a copy. You will be charged for this.
- 15.2 We will process and record your personal information, including details of your Transactions for the following purposes:
- (i) so that we can manage your Account;
 - (ii) to carry out, monitor and analyse our business; and
 - (iii) to keep to any laws or regulations in any country.
- 15.3 We may reveal your personal information to;
- (i) the Card Issuer or any person or subcontractor working for us;
 - (ii) any person we transfer any of our rights or duties to under any agreement we may have with you; and
 - (iii) anyone you authorise us to give personal information to.
 - (iv) if we are required to do so by law.
- 15.4 We will hold some personal information to process your application and we will also release your personal information to the Card Processor (CorporatePay) and Card Issuer (Newcastle Building Society) in order to manage your ALTO card(s) and to ensure that your ALTO cards are suitably loaded with e-money, as instructed by you. Through activating your ALTO card and accepting these Terms and Conditions, you agree to us processing, using and holding such personal information for the purposes set out above. You can also tell

us by writing to us at the address below (condition 24) if you don't want to receive any marketing materials from us. In all cases, we will comply with the Data Protection Act 1998.

16. Communication & Information on spending

- 16.1 If you have an enquiry relating to your ALTO card, or if your card is lost or stolen, you can call our customer service telephone line on 0845 350 0011 or +44 845 350 0011 from outside the UK. Standard BT rates will apply to calls to the 0845 number from a fixed UK BT landline. Call costs from other networks, and calls to the non 0845 number may vary. Calls from outside the UK will cost more.
- 16.2 You can find information about your balance or transactions you have made on your ALTO card on our website www.altocard.co.uk, or by SMS text to 60777, or by telephoning Cardholder Services on 08450 350 0011. This information will include;
- (i) details of each ALTO card transaction that will enable you to identify it,
 - (ii) the amount of each transaction, shown in the currency in which the transaction was paid or debited to your account.
 - (iii) the amount of charges for the transaction
 - (iv) the date the transaction is authorised or posted to your account.

17. Complaints

The ALTO prepaid MasterCard programme is managed by Unity Trust Bank. If you are unhappy in any way with your ALTO card or the way it is managed, tell us by using contacting us on 0845 350 0011 so we can investigate the circumstances for you. Details of our complaints procedure can also be obtained on our website at www.altocard.co.uk or www.unity.co.uk. Alternatively, you can write to us at: Nine Brindleyplace, Birmingham B1 2HB. 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 ALTO 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 ALTO 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 two months 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 at least two months notice of the new prepaid card arrangements and the new prepaid card Terms and Conditions. Unless you advise us within the two months 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

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 ALTO card is issued by Newcastle Building Society, 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 ALTO card is the property of Newcastle Building Society and is not transferable to anyone else.

24. Our Company Details:

Unity Trust Bank plc, Nine Brindleyplace, Birmingham B1 2HB
T: 0845 140 1000
F: 0845 113 0003
W: www.unity.co.uk
Registered in England and Wales no. 1713124
Registered office: Nine Brindleyplace, Birmingham, B1 2HB

We are authorised and regulated by the Financial Services Authority ("FSA"). Our FSA registered number is 204570. To find out more about us see the FSA Register: www.fsa.gov.uk/register or call the FSA on 0300 500 5000.

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