

1st Stop Banking Account Terms and Conditions

1 Introduction

- 1.1 These terms and conditions explain how the 1st Stop Banking Account works and explain our obligations to you and your obligations to us.
- 1.2 To be eligible for a 1st Stop Banking Account, you must be at least 18 and have a residential address in the UK. By law, we must check your identity, so we may ask you to provide documentary evidence of who you are and of your address, but the checks that we carry out and that are described in section 10 may be sufficient.
- 1.3 In these terms and conditions:
- 1.3.1 'e-money' means electronic money, a surrogate for cash intended for making payments of limited amounts
- 1.3.2 'group' means Spectrum Financial Group, including Spectrum Payment Services Ltd, Spectrum Card Services Ltd, and any other firms within our group
- 1.3.3 'load', 'loading' means an act of replenishing or increasing your account balance
- 1.3.4 '1st Stop Banking Account' means an account which we open in your name and which consists of a 'Billing Account', as described in section 2, and a 'Card Account', as described in section 3;
- 1.3.5 'our website' means www.1ststopbanking.co.uk;
- 1.3.6 'NatWest' means National Westminster Bank plc;
- 1.3.7 'recurring transaction' means a regular payment collected from your Prepaid Card Account by an originator, in line with your instruction;
- 1.3.8 'we', 'us', 'our' means Spectrum Card Services Limited;
- 1.3.9 'we', 'us', 'our' in relation to the Prepaid Card means Newcastle Building Society or Spectrum Card Services Limited acting on its behalf;
- 1.3.10 'you', 'your' means the customer in whose name a 1st Stop Banking Account is opened. In some sections of these terms and conditions, this definition will also extend to any authorised users of your account(s).

2 Billing Account

- 2.1 Money in your Billing Account is held by NatWest. Money in this account does not constitute a deposit and will not earn interest.
- 2.2 Paying In You can pay money into your Billing Account:
- 2.2.1 by standing order, and other electronic funds transfers;
- 2.2.2 by cheque payable to you or by cash at branches of NatWest only using bank GIRO forms supplied by 1st Stop Banking and inserting the completed form and funds into the Quick Deposit envelope found in the branch and inserting it into the repository for Quick Deposit. The amount of the cheque will be available to meet payments out of the Billing Account or for transfer to the Prepaid Card Account after eight working days provided we do not receive notice of non-payment or you have not deliberately committed fraud. We do not accept cheques payable to a third party and endorsed in your favour.
- 2.2.3 By Post Office Load. The maximum amount of cash that you can pay in at a Post Office is £250 and you must use the barcode provided to you. We do not accept cheques through the Post Office. Funds will normally be available to you in 2 business days. The maximum number of Post Office loads is restricted to 1 in any 7 days. Spectrum Financial Group reserves the right to withhold any additional funds or additional loads over £250 for a maximum period of 20 days.
- 2.2.4 by debit card via the phone: maximum of £100 per load. The debit card name and address details must match that of the primary account holder stored in our system.
- 2.2.5 If money is transferred to your Billing Account from abroad, we will tell you the original amount received and any charges. If the sender has agreed to pay all charges, we will not take off charges when we pay the money into your Billing Account.
- 2.3 The maximum balance that we permit in your Billing Account is £25,000. We may vary this limit from time to time. There is no overdraft facility on your Billing Account.
- 2.4 We do not accept in-bound CHAPS or Telegraphic Transfer payments.
- 2.5 Clearing times for monies loaded into your Billing Account is as follows:
 - Post Office – 2 working days
 - GIRO – 8 working days
 - Debit Card – 1 working day
- 2.6 **Withdrawals** You can take money from your Billing Account:
- 2.6.1 by transferring money from your Billing Account into your Prepaid Card Account;
- 2.6.2 by electronic transfer to another bank account nominated by you;
- 2.6.3 by phoning us to request a refund. We will charge a cheque issuance fee for a refund. We will send a cheque to your last notified address. However, to comply with our legal obligations, we may ask you to provide us with certain information before we can process your refund request;
- 2.6.4 by standing order. To cancel a standing order, you must tell us at least 14 days before it is due to be paid. It may not be possible to cancel payments if you do not give enough notice of your decision to cancel.
- 2.6.4.1 If a standing order is due to be paid from your Billing Account within the next seven working days and the balance on your Billing Account is insufficient to pay it, we will send a text message to your mobile phone to remind you to pay more money into your Billing Account. If the balance is still insufficient two working days prior to the due day for payment, we will stop the standing order payment. We will also send a text message to your mobile phone to notify you that we have not made the payment and we may charge a fee for this service. You must then make alternative arrangements for payment to the intended recipient. We may prioritise standing order payments so that certain payments are given higher priority than others. We will tell you if this is the case.
- 2.6.4.2 Standing orders are paid by BACS. BACS is a transfer service exclusive to the UK and funds are usually credited within 3-5 days.
- 2.7 **Statements** To help you manage your Billing Account and check entries on it, we will provide you with account statements on our website. You may ask for a paper copy of an account statement and we may charge you a fee for the service. We recommend that you check your statement regularly. If there is an entry which seems to be wrong, you should tell us as soon as possible so that we can investigate it. During our investigations, you should co-operate with us and with the police, if we need to involve them.
- 2.8 **Account Status** To keep your account in good standing you must maintain enough funds in the account to cover the 1stStopbanking Account monthly management fee, which will be charged on the 1st day of each month. If there are insufficient funds in the account to pay this fee for two (2) consecutive months, we will suspend your account until funds are next loaded into the account. When new funds are paid into the account we will collect the two monthly fees in arrears and charge you a Re-activation fee to re-instate the account. This fee is described in 8.1. As long as the account continues with a positive balance to cover the 1stStopbanking Account monthly management fee, the account will be considered in good standing.
- 2.9 **Fees** We will deduct the value of your 1stStopbanking set-up and monthly management fees from the balance on your Billing Account when they become due. Please see Section 8 for full details of the fees payable for the facility.

3 Your Card Account

- 3.1 The money in your Prepaid Card Account is held by the Newcastle Building Society. Money held in this account is e-money, and does not constitute a deposit.
- 3.2 You will not earn any interest on funds in your Card Account.
- 3.3 The Financial Services Compensation Scheme does not apply to money held in your Card Account. Please refer to Section 14 of these terms and conditions for more information.
- 3.4 Loading You can pay money into your Prepaid Card Account only by transfer from your Billing Account. The maximum amount per load is £1250
- 3.5 The maximum balance that we permit on your Prepaid Card Account at any one time is £5,000. We may vary this limit from time to time. There is no overdraft facility on your Prepaid Card Account.. Your Prepaid Card cannot be loaded more than twice per day.
- 3.6 **Withdrawals** You can take money from your Prepaid Card Account:
- 3.6.1 by setting up recurring transactions. To cancel a recurring transaction, you must tell the originator. We recommend you keep proof of the cancellation. It may not be possible to cancel payments if you do not give enough notice of your decision to cancel;
- 3.6.2 by redeeming some or all of the remaining balance of your account. We will charge a fee for this redemption. We will send a cheque to your last notified address. However, to comply with our legal obligations, we may ask you to provide us with certain information before we can process your refund request;
- 3.6.3 by using your card as described in Section 4
- 3.7 **Statements** To help you manage your Prepaid Card Account and check entries on it, we will provide you with account statements on our website. You may ask for a paper copy of an account statement and we may charge you a fee for the service. It is your responsibility to check your statement regularly. If there is an entry which seems to be wrong, you should tell us as soon as possible so that we can investigate it. During our investigations, you should co-operate with us and with the police, if we need to involve them.

4 Usage of the Prepaid Card

- 4.1 In this Section, 'you' includes your authorised user.
- 4.2 Detailed instructions on how to use your Prepaid Card will be found on the website.
- 4.3 You can use your Prepaid Card at any location in the UK or abroad that displays the MasterCard® acceptance mark. There is a daily cash withdrawal limit of £250.
- 4.4 Your Prepaid Card will be valid for 36 months. You should not try to use your Prepaid Card after the expiry date. We will send you a new Prepaid Card before the expiry date, provided you have stayed within the terms and conditions of the 1st Stop Banking Account.
- 4.5 We will deduct the value of your Prepaid Card transactions, and any related transaction fees, from the balance on your Prepaid Card Account as soon as you make the transactions.
- 4.6 All transactions require authorisation. We will not authorise a transaction if the balance on your Prepaid Card

- 4.7 Account is insufficient to cover the transaction and any related transaction fee. If, for any reason whatsoever, you are able to make a transaction when there are insufficient funds on your Prepaid Card Account for that transaction (a 'shortfall'), we will seek reimbursement of the shortfall immediately. If the shortfall results from an error by the retailer where your Prepaid Card was used, we may seek the shortfall from the retailer. This may take up to 30 days. Otherwise, we may transfer the amount of the shortfall from your Billing Account or any other account that you have with us, or may charge it to any other payment method that you may nominate at that time or against any funds that you may subsequently pay into your Prepaid Card Account or into any other account that you subsequently open with us. Until we receive reimbursement for the shortfall, we may suspend your 1st Stop Banking Account. 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 Account.
- 4.8 A refund will only be made to your Prepaid Card Account if the original transaction was made on the Prepaid Card.
- 4.9 Our liability
- 4.9.1 We cannot guarantee that 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 of, or inability to use, your Prepaid Card, or as a result of the use of your Prepaid Card by any third party. If you do not use your Prepaid Card in accordance with these terms and conditions, or if we find that you are using your Prepaid Card fraudulently, we reserve the right to charge you for any reasonable costs that we incur in taking action to stop you using it and to recover any monies owed as a result of your activities.
- 4.9.2 We are not responsible for the quality, safety, legality or any other aspect of any goods or services that you buy with your Prepaid Card. If you have any disputes about purchases made using your Prepaid Card, you should settle them with the retailer concerned. Once you have used your Prepaid Card to make a purchase, you cannot stop that transaction.

5 Protecting your 1st Stop Banking Account

- 5.1 In this section, 'you' includes your authorised user.
- 5.2 We will co-operate with other organisations in the banking industry to provide secure and reliable banking and payment systems that you can trust.
- 5.3 **Taking care** Taking care of your Prepaid Card, PIN and other security information is essential to help prevent fraud and protect your 1st Stop Banking Account. Please make sure that you follow the advice given below. Do not let anyone else use your Prepaid Card, and do not tell anyone else your PIN, password or other security information.
- 5.3.1 We will never ask you to tell us your PIN. If you are in any doubt about whether a caller is genuine, or if you are suspicious about them, take their details and call us.
- 5.3.2 If we provide the functionality to allow you to change your PIN, you should choose your new PIN carefully. You should avoid selecting a PIN that can be compromised using other information about you, for example, you should not use numbers from your date of birth or your house number.
- 5.3.3 Try to remember your PIN, password and other security information, and securely destroy the notice as soon as you receive it.
- 5.3.4 Never write down or record your PIN, password or other security information.
- 5.3.5 Always take reasonable steps to keep your Prepaid Card safe and your PIN, password and other security information secret at all times.
- 5.3.6 Never give your 1st Stop Banking Account details or other security information to anyone unless you know who they are and why they need them.
- 5.3.7 Keep your Prepaid Card receipts and other information about your 1st Stop Banking Account containing personal details (for example, statements) safe and get rid of them carefully.
- 5.3.8 Take care when storing or getting rid of information about your 1st Stop Banking Account. People who commit fraud use many methods, such as 'bin raiding', to get this type of information. You should take simple steps such as shredding printed material.
- 5.3.9 Be aware that your post is valuable information in the wrong hands.
- 5.3.10 You will find the website www.cardwatch.org.uk a helpful guide on what to do if you suspect card fraud.
- 5.3.11 You must sign the signature strip on the back of your Prepaid Card as soon as you receive it.
- 5.4 If you lose your Prepaid Card, or if it is stolen, or if you suspect that it has been used by someone other than you or that someone else knows your PIN, password or other security information, it is essential that tell us as soon as you can by calling us on our 24 hour lost and stolen card helpline 0871 811 1884, which is charged at 10p per minute from a BT land line, so we can take immediate steps to try to prevent your Prepaid Card from being used.
- 5.5 You should treat your Prepaid Card like cash. If it is lost or stolen, you may lose some or all of the money in your Prepaid Card Account, in the same way as if you lost cash, so you must keep it safe.
- 5.6 If you ask us to do so, we will investigate any disputed transactions or other misuse of your Prepaid Card. Transactions less than £50 in value may not be investigated and you may be liable for the loss, and the responsibility to recover any losses from the merchant lies with the cardholder. We may need more information and assistance from you for this. 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, and you have not acted without reasonable care. However, if the investigations show that any disputed transaction was authorised by you, or that you have not kept your Prepaid Card or PIN secure, or that you have acted fraudulently, we will not refund the transaction amount and may charge you an administration fee.
- 5.7 **Online banking** Online banking is safe and convenient as long as you take a number of simple precautions. Please make sure you follow the advice given below.
- 5.7.1 Keep your PC secure. Use up-to-date anti-virus and spyware software and a personal firewall.
- 5.7.2 Keep your password and PIN secret.
- 5.7.3 We (or the police) will never contact you to ask you for your online banking or Prepaid Card PIN, or your password information.
- 5.7.4 Treat emails you receive from senders claiming to be us with caution and be wary of emails or calls asking you for any personal security details.
- 5.7.5 Always access our website by typing our website address into your web browser. Never go to our website from a link in an email and then enter personal details.
- 5.7.6 Follow our advice – our website is usually a good place to get help and guidance on how to stay safe online.
- 5.7.7 Visit www.banksafeonline.org.uk for useful information.
- 5.8 Liability for losses. If you act fraudulently, you will be responsible for all losses on your 1st Stop Banking Account. If you act without reasonable care, and this causes losses, you may be responsible for them. (This may apply, for example, if you do not follow sections 5.3 or 5.7 or you do not keep to these terms and conditions.) Unless we can show that you have acted fraudulently or without reasonable care, your liability for your Prepaid Card being misused will be limited as follows:
 - 5.9 If someone else uses your Prepaid Card before you tell us that it has been lost or stolen or that someone else knows your PIN, the most you will have to pay is £50.
 - 5.9.2 If someone else uses your Prepaid Card details without your permission, and your Prepaid Card has not been lost or stolen, you will not have to pay anything.
 - 5.9.3 If someone else uses your Prepaid Card details without your permission for a transaction where the cardholder does not need to be present (for example, buying something over the internet), you will not have to pay anything.
 - 5.9.4 If your Prepaid Card is used before you have received it, you will not have to pay anything.
 - 5.10 Unless you have acted fraudulently or without reasonable care (for example by not following the advice in section 5.7), you will not be liable for losses caused by someone else which take place through your online banking service.
- 6 **Closing your 1st Stop Banking Account**
- 6.1 You have a legal right to cancel your 1st Stop Banking Account within 14 days of the day the contract is entered into; or the day on which you receive these terms and conditions, or 14 days after the receipt of the Prepaid Card, whichever is later. This 14 day period is known as the 'Cooling-Off Period'. If you cancel your 1stStopbanking Account during this Cooling-Off period, we will give you all your money back and we will ignore any extra charges.
- 6.2 You can also close your 1st Stop Banking Account at any time after that by telling us in writing. Please find our postal address in Section 12. We will charge you a £10.00 Redemption fee and give you all remaining money back less outstanding transactions and charges. We will send the cheque to your last notified address or arrange an electronic transfer to a bank account nominated by you.
- 6.3 Under normal circumstances, we will not close your 1st Stop Banking Account without giving you at least 30 days' notice. However, we can close your 1stStopbanking Account immediately if we suspect fraud, if you misuse your 1st Stop Banking Account, or are in breach of these Terms and Conditions, if we have any other security concerns, or if we must do so by law. We will then tell you of the closure as soon as we can or are permitted to do so.
- 6.4 As soon as either we or you close your 1st Stop Banking Account, we will reject any further Prepaid Card transaction authorisation requests and will not pay any further standing orders from your Billing Account. However, we will still debit your Prepaid Card Account with any further transactions that have already been authorised at the time of cancellation and with any related transaction fees.
- 6.5 Once all transactions and fees have been debited, we will refund to you any balance on your Billing Account and your Prepaid Card account, minus our redemption fee.

6.6 Once the 1st Stop Banking Account is cancelled, it will be your responsibility to arrange for your salary / income to be paid to you direct.

7 Changes to these terms and conditions

7.1 You can find the current version of these terms and conditions on our website.

7.2 We may change these terms and conditions at any time.

7.3 When we communicate with you about any changes to your terms and conditions, we will use the email address that you provided to us. It is your responsibility to update your contact details if they change. When we send correspondence to the email address you have provided, we will assume it was received by you.

7.4 If a change is to your disadvantage, we will tell you about it by email at least 30 days before we make the change. At any time up to 60 days from the date of the email, you may close your 1stStopbanking Account without having to pay any extra charges.

7.5 We may make any other change immediately and tell you about it within 30 days.

7.6 If we have made a major change or a lot of minor changes in any one year, we will email you a copy of the new terms and conditions or a summary of the changes.

8 Fees

8.1 We will charge the following fees to your Billing Account:

1st Account opening fee (primary card only)	£30.00
1st Stop Banking Account opening fee (primary and secondary cards)	£35.00
1st Stop Banking Account additional card	£5.00
1st Stop Banking Account monthly management fee, charged on the 1st day of each month	£12.50
Direct payment of funds into Billing Account via NatWest Bank or by BACS	Free
Direct payments of funds into Billing Account via Post Office	£1.00
Balance enquiry and alerts via mobile phone text message	£0.15
Balance enquiry via website	Free
Redemption Fee to refund any balance on 1st Stop Banking Account closure	£10.00
Re-activation fee	£5.00
Transfer from the Prepaid Card Account to the Billing Account	
- £5.00 to £249.00	£5.00
- £250.00 to £499.00	£7.50
- £500.00 and above	£10.00
Giro Paying In Book	£3.50
Debit or Credit Card top-up to Billing Account excluding fee payment	£2.00
Faster Payment outbound to nominated account	£5.00
CHAPS outbound payment to nominated account	£30.00
Printed Account Statement	£5.00
Collections or Administrative Letter	£5.00
Prepaid Card Recovery Fee	£50.00
Mis-use of Card Fee	£5.00
Subject Access Request Fee	£10.00

8.2 We will charge the following fees to your Prepaid Card Account:

UK point of sale transaction	Free
Non-UK point of sale transactions	Free, but please note foreign exchange fee
UK cash advance transaction	£3.50
Non-UK cash advance transaction	£5.00
UK ATM transaction	£0.50
Non-UK ATM transaction	£3.00 per transaction, and please note foreign exchange fee
Foreign exchange fee	2.75% of the transaction value
Balance enquiry via website	Free
Lost/stolen block	Free
Card re-issue fee (on expiry or when lost/stolen)	£3.95 per card
PIN issue/re-issue	Free

8.3 You can also find out about these fees by phoning our helpline or looking on our website.

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

8.5 If we increase any of these fees or introduce a new fee, we will tell you by email, post, or mobile phone text message at least 30 days before the change takes effect.

9 Your details

You must tell us as soon as possible if you change your name, address, phone number or email address. If we contact you about your 1st Stop Banking Account, we will use the most recent contact details that you have given us. We will not be liable to you if you have failed to tell us of any change of contact details. We will treat any communication to you by mobile phone text message or email as being received as soon as we send it. We will treat any communication by first-class post as being received on the next working day.

10 Using and sharing your information

To protect your personal information, we operate secure and reliable banking and payment systems. We will use your information, and share it with other organisations involved in operating your 1st Stop Banking Account, so that we and they can run your 1st Stop Banking Account correctly. By law, we must check your identity. We will do so by searching your record at identity authentication companies and fraud prevention agencies. The agencies will keep a record of our search. We may use an automated scoring system as part of our identity verification process. If we suspect that you have given us false or inaccurate information, we may record our suspicion at fraud prevention agencies and may pass information about you to law enforcement agencies. If you would like details of the organisations with which we share information about you, please tell us by email or by post. If you would like to change your marketing preferences with us, as detailed in Section 10.6, please tell us by email or by post.

10.1 Where we refer to "Group" in this Section we are referring to Spectrum Financial Group

10.2 Your information may be held on a Group database and used by us and any Group company for the purposes set out in this clause. Your information includes any information which we or any Group company holds, now or at any time in the future and which comes from, or relates to:

- (i) application forms or other dealings with any Group company;
- (ii) third parties, such as credit reference agencies and parties associated with you;
- (iii) your services from any Group company.

10.3 We and other Group companies will use, analyse and assess your information to maintain and develop our relationships with you. This will include using it for the following purposes:

- (i) considering any applications made by you
- (ii) operating and administering the services we, and/or other Group companies supply;
- (iii) servicing your relationships with Group companies;
- (iv) financial risk assessment, money laundering checks, compliance and regulatory reporting and fraud prevention;
- (v) helping us, other Group Companies and the insurance underwriters of any insurance products offered by us or other Group Companies either now or in the future to make decisions on any insurance proposals and claims such as motor, household, credit and life, for you, members of your household and others connected with your insurance proposals and claims;
- (vi) helping us and other Group companies to identify products and services which may interest you (unless you have asked us not to), and
- (vii) helping us and other Group companies to understand and develop our respective businesses, including new and innovative products and services.

10.4 For operational uses such as in (i), (ii), (iii) (iv) and (v) of Condition 10.3, we may link your information between your accounts and other products and services you maintain with us.

10.5 During the time that you have your account, the way we look at, record and use information about you may change. In most cases these changes will result from improvements in technology and we believe that you will be comfortable with them. Where we feel the changes may not be obvious to you, we will tell you before we introduce them. When you open your Accounts, you are agreeing that, by continuing to maintain your Accounts for at least 60 days after we have notified you of a change to the way we may use your information, you will be happy with that change – unless you write to us at the address in Section 12, telling us that you do not wish your information to be used in this way

10.6 We do not disclose your information outside the Group except:

- (i) for operational reasons described in (i), (ii), (iii), (iv) and (v) of Condition 10.3;
- (ii) where we have your consent;
- (iii) to the Bank, with whom the Accounts are maintained, for the sole purpose of running your Accounts;
- (iv) where we are required or permitted to do so by law;
- (v) to persons to whom we may transfer rights and obligations under our agreement with you;

(vi) to any persons, including insurers, who provide a service to us, who have agreed to keep your information strictly confidential;

(vii) to any persons, including insurers and lenders, who supply benefits or services to you under or in connection with your Accounts, or

(viii) to fraud prevention agencies and identity authenticator companies, or

(ix) to our Strategic partners

1stStopbanking may supply strategic partners with certain information from your account set-up form, (such as your name, address, telephone number, date of birth, e-mail address and gender) to enable them to directly market to you. Our strategic partners gather information for their own purposes and for that reason we cannot exercise control over the uses to which they apply your personal information. All our strategic partners are obliged to comply with the "fair processing code" contained in the Data Protection Act 1998, which requires them to inform you about (or make readily available to you) the following information:

- their identity
- why they are handling your personal data and what they intend to do with it
- any further information to make the processing of your personal data fair

If you would prefer to opt out of receiving information from our strategic partners, and/or marketing material from the Group, please advise us by secure message or by post.

10.7 In order to provide the services you have requested or may request from time-to-time, it may be necessary for your information to be transferred to someone who provides a service to us in other countries. If this happens, we will ensure that anyone to whom your information passes agrees to treat your information with the same level of protection as if we were dealing with it.

10.8 You have the right of access to your personal records held on our files by written request to the address in Section 12 and on payment of a fee to be notified to you.

11 Account updates by text messaging

11.1 The terms contained in this Section only apply to you if you have registered with us to receive account information, but not 'insufficient funds notification text' as described in 2.6.4, on your Accounts by text messaging (the "Text Service").

11.2 You are responsible for the security of your mobile telephone and you must take all reasonable precautions to prevent anyone else from accessing your confidential information, including using all security features available on your mobile telephone (including any SIM card personal identification number) and keeping your mobile telephone safe at all times and not leaving it unattended in a place accessible to anyone else who you would not wish to see your account information.

11.3 You must inform us immediately on 0871 811 1884, which is charged at 10p per minute from a BT land line. If: (i) your mobile telephone is lost or stolen; (ii) you know or suspect that someone else knows your SIM card personal identification number or otherwise has access to your text messages; or (iii) your mobile telephone number changes or your contract with your mobile network operator ends.

11.4 If you take your mobile telephone outside the UK whilst registered for the Text Service you will be deemed to authorise us, the network operator and any third party to whom information about you and your accounts has been properly passed for the provision of the Text Service, to transmit and store such information as is necessary to send text messages to your mobile telephone.

11.5 Whilst we will make reasonable efforts to provide the Text Service, we will not be liable for any failure to provide the Text Service due to any reason beyond our reasonable control, including any suspension of either service resulting from maintenance and upgrades to our systems or those of any other party used to provide the Text Service.

11.6 You may end or suspend the Text Service at any time by logging onto your online account management centre and making the changes required, or by calling us on 0871 811 1884, which is charged at 10p per minute from a BT land line. We may suspend, withdraw or restrict the use of the Text Service where we consider it appropriate for our or your protection. We will inform you of such suspension, withdrawal or restriction as soon as practicable. We may also end the provision of the Text Service at any time by giving you 30 days notice in writing (including by text message).

11.7 By requesting and using the Text Service you accept that:

- (i) the text messages may contain information about you and your Accounts which is confidential and they are sent at your own risk; and
- (ii) messages sent by the Text Service are not secure and once the message has been sent we cannot be held responsible if for any reason it fails to arrive, or it arrives incomplete or in any way different from the message we sent or if the message has been seen by an unauthorised person.

12 Our contact details

12.1 You can contact us:

12.1.1 via the 'contact us' facility on our website, www.1ststopbanking.co.uk;

12.1.2 by phone on 0871 811 1884, which is charged at a rate of 10p per minute from a BT land line. Call costs from mobile phones and other networks may vary. We may monitor or record calls to help us improve our customer service;

12.1.3 by post at 1st Stop Banking, PO Box 3634, CHESTER, CH1 9NL

13 Complaints

13.1 If you are unhappy in any way with your 1st Stop Banking Account, please tell us so we can try to resolve the situation. Please use any of the contact methods given in section 12.

13.2 When we receive your complaint, if we are not able to sort it out quickly, we will send you a prompt written acknowledgement to confirm that we are dealing with it.

13.3 We will keep you informed of our progress in dealing with your complaint.

13.4 If we have not already sent it, we will send you our final response within eight weeks (or explain why we are not in a position to make a final response) and tell you that you may be able to refer your complaint to the Financial Ombudsman Service.

13.5 The Financial Ombudsman Service is a free, independent service which might be able to settle a complaint between you and us. You can take your complaint to them if you are not satisfied with our efforts to deal with it or if we have not completed our investigations within eight weeks of your complaint. The contact details are: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR; phone 0845 080 1800; website www.financial-ombudsman.org.uk.

14 Compensation

14.1 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 (FSCS). No other compensation scheme exists to cover losses claimed in connection with the Prepaid Card. This means in the unlikely event that Newcastle Building Society becomes insolvent the funds held on your Prepaid Card Account may become valueless and unusable and as a result you may lose your money.

15 Assignment/transfer

15.1 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. If we do this, your rights will not be affected.

15.2 We may transfer your Billing Account to a bank other than NatWest or transfer your Prepaid Card Account to a card issuer other than Newcastle Building Society at any time, on giving you at least 30 days prior notice.

16 Governing law

These terms and conditions are governed by English law.

17 Prepaid Card Issuer

Your Prepaid Card is issued by Newcastle Building Society, Principal Office; Portland House, New Bridge Street, Newcastle Upon Tyne, Tyne and Wear, NE1 8AL. Newcastle Building Society 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.

Disclaimer: These Terms and Conditions are correct at time of print. Please see the website www.1ststopbanking.co.uk for the current version.