

# Pockit - MasterCard International Incorporated® Prepaid Card Terms and Conditions

These terms and conditions apply to your Prepaid Card. You must read them carefully. In these terms and conditions: -

“**Additional Cardholder**” means the person you have authorised to use a prepaid card connected to your account, who you agree is authorised to undertake transactions on your behalf and who is also subject to these terms and conditions

“**Cardholder**” means you or the Additional Cardholder;

“**account**” means the prepaid service established by us in your name;

“**account Opening Date**” means the date on which your prepaid card service is activated;

“**Prepaid Card**” means the MasterCard International Incorporated Prepaid Card that you have purchased from us;

“**PIN**” means the unique personal identification number which is provided to you when you call our secure automated PIN retrieval service;

“**Reload**” means to Top-up or to add money to your account;

“**Pockit**” means Pockit Ltd

“**We**”, “**us**” or “**our**” means IDT Financial Services Limited or Tuxedo Money Plus Ltd acting on its behalf in its capacity as Programme Manager;

“**Website**” means our online site at <http://www.pockit.com>

“**You**” or “**your**” means the individual holding the account and any additional cardholders you authorise us to issue cards to.

Contact us by:

**Email:** [pockit@account.com](mailto:pockit@account.com)

**Post:** PO BOX 3753, Chester, CH1 9UH

**Telephone Customer Care:** 0845 872 0827. All telephone calls will be recorded. Calls will be charged at 10p per minute from BT landlines and charged to the nearest second. Calls from other networks or from outside the UK may cost more. Please contact your service provider for details.

**Website:** [www.pockit.com](http://www.pockit.com)

## 1. Your Prepaid MasterCard International Incorporated Card

- 1.1 Your rights in relation to the Prepaid Card and account are as set out in this agreement. The agreement does not give you any rights against MasterCard International Incorporated.
- 1.2 You can use your Prepaid Card at any overseas or UK location that displays the MasterCard International Incorporated Acceptance Mark, including shops, restaurants, online, or on the telephone.
- 1.3 Before using the Prepaid Card you need to make sure there are enough funds loaded on it. You will not be able and should not attempt to use your Prepaid Card after its expiry date.
- 1.4 Your Prepaid Card is not a credit card and can only be connected to your bank account for the purposes of loading the card. You will not earn any interest on any funds loaded on your Prepaid Card.
- 1.5 Where you have requested and we have agreed to Additional Cardholders, you authorise us to issue Prepaid Cards and a PIN to the Additional Cardholders and you authorise each Additional Cardholder to authorise transactions on your behalf.
- 1.6 As the primary cardholder you will be responsible for the use of the additional Prepaid Card and for any applicable fees or charges that your Additional Cardholder may incur. The use of your Prepaid Card by an Additional Cardholder will be regarded as confirmation to us that you have communicated these terms and conditions to them and that they accepted them prior to use.
- 1.7 You should not ship any Prepaid Card to India under any circumstances

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## 2 Applying for and activating your Prepaid Card

- 2.1 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 check all personal information given by you with credit reference or fraud prevention agencies and other organisations. We may perform a search of your credit file in order to verify your identity. The agencies may keep a record of your information and the searches made, however we do not perform a credit check and the search is for identity purposes only and will be recorded as such.
- 2.2 You must sign the signature strip on the back of the Prepaid Card as soon as it is received.
- 2.3 Please refer to our Website for all Prepaid Card loading options, or refer to the “Loading your Prepaid Card” section below.
- 2.4 By using the Prepaid Card you are agreeing to these terms and conditions, a copy of which you can view on the website or obtain from Customer Care.

## 3 Loading your Prepaid Card

- 3.1 Funds can be loaded to your Prepaid Card in a number of ways: with cash at selected retail outlets, by transfer from your bank account and at our discretion by using a debit or credit card, subject to satisfactory security checks - simply follow the instructions at the Website.
- 3.2 The minimum initial load on your Prepaid Card is £10.
- 3.2 Your Prepaid Card cannot be loaded by debit or credit card more than twice in any 24 hour period.
- 3.3 The balance on your Prepaid Card can never exceed the limit specified under Section 12 at any time
- 3.4 We reserve the right to refuse to accept any particular loading transaction or to disable any particular loading method without notice in the interests of fraud prevention.
- 3.5 Upon receipt, your funds will be available for use without delay, however the first load from a **new** debit or credit card will be available after three working days – subsequent loads by this method will be available without delay.
- 3.6 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.
- 3.7 If you load more than £12,000 in any 12 month period we may ask you to provide evidence of the source of the funds.

## 4 Using your Prepaid Card

- 4.1 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.
- 4.2 We will deduct the value of your transactions from the balance on your Prepaid Card. We will also deduct any applicable fees as soon as they become payable by you, see Section 12 below for details of our fees.
- 4.3 Your Prepaid Card is the property of IDT Financial Services Ltd and is not transferable to anyone else. 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:
- 4.3.1 we are concerned about security of your Prepaid Cards we have issued to you;

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- 4.3.2 we suspect your Prepaid Cards are being used in an unauthorised or fraudulent manner;
- 4.3.3 or we need to do so to comply with the law and with MasterCard International Incorporated requirements.

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.

## 4.4 Like other payment cards, we cannot guarantee a retailer will accept your Prepaid Card. We may also refuse to pay a transaction:

- 4.4.1 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;
- 4.4.2 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 you set up a recurring payment or regular subscription using your card, you must also ensure that there are sufficient available funds to cover such payments.
- 4.4.3 if there is an outstanding Shortfall on the Prepaid Card in accordance with condition 12;
- 4.4.4 if we have reasonable grounds to believe that you are acting in breach of this agreement;
- 4.4.5 if we believe that a transaction is potentially suspicious or illegal (for example, if we believe that a transaction is being made fraudulently); or
- 4.4.6 because of errors, failures (whether mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing transactions.
- 4.4.7 if payment will result in a breach by You or Us or MasterCard International Incorporated of any national or European law

## 4.5 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 via the website or via [Pockit@eccount.com](mailto:Pockit@eccount.com)

## 4.6 In some circumstances we or retailers may require you to have available funds in excess of the transaction amount. For instance, at restaurants you may be required to have 20% more on your card than the value of the bill to allow for any service charge added by the restaurant.

## 4.7 Retailers may require verification that your available funds will cover the transaction amount and initiate a hold on your available funds in that amount.

## 4.8 You will not be able to use your card at “pay-at-pump” petrol pumps. However, you will normally be able to use your card to pay for petrol by presenting the card at the kiosk or to a service station attendant.

## 5 Authorising Transactions

### 5.1 Authorisation will be requested for all transactions at the time of each transaction. 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

### 5.2 A Prepaid Card transaction will be regarded as authorised by you where you;

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- 5.2.1 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
- 5.2.2 insert a Prepaid Card and enter your PIN to request a cash withdrawal at an ATM;
- 5.2.3 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. However, the following transactions may be withdrawn if you or an Additional Cardholder gives notice to the supplier (providing a copy of the notice to us):
- 5.3.1 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;
- If we do revoke a transaction on your behalf we will charge a revocation fee as specified in Section 12.
- 5.4 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:
- 5.4.1 for purchases and ATM transactions, at the time we receive the transaction instruction from the merchant acquirer or ATM operator;
- 5.4.2 for other transactions which are communicated directly to us, at the time you ask us to complete the transaction.
- 5.4.3 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 4.00p.m, 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

- 6.1 This agreement will terminate 36 months from account opening date. You have a legal right to cancel your Prepaid Card up to 14 days after you receive the Prepaid Card without being charged the Redemption 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 the 14 day Cooling-Off Period without notice and any funds remaining on your Prepaid Card will be returned to you subject to satisfactory checks being completed.
- 6.2 We may also cancel your agreement for any reason by giving you at least 2 month’s notice:

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- 6.2.1 if this agreement or your card expires on a set date and we have not agreed to renew this Agreement;
  - 6.2.2 if you break an important part of this agreement, or repeatedly break the agreement and fail to resolve the matter in a timely manner;
  - 6.2.3 if you act in a manner that is threatening or abusive to our staff, or any of our representatives;
  - 6.2.4 if you fail to pay fees or charges that you have incurred or fail to put right any shortfall;
  - 6.2.5 in the event of your death
  - 6.2.6 there is a 12 month consecutive period of card inactivity
- 6.3 We may also cancel this agreement or suspend your card or account 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 are permitted to do so.
- 6.4 If we cancel your Prepaid Card you must tell us what you want us to do with any unused funds. 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 may need to verify your identity in order to satisfy Anti Money Laundering requirements, for example by requesting a photocopy of your passport or a recent utility bill.
- 6.5 If your Prepaid Card is cancelled, we will immediately block your Prepaid Card so it cannot be used.
- 6.6 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 Prepaid Card before the Prepaid Card is cancelled or expires. You can cancel your Prepaid Card by sending an email to us using the "contact us" function on the Website, and confirming that you have destroyed your Prepaid Card.
- 6.7 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 section 10 below for further information. A Redemption Fee may 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.
- 6.8 Funds may be withheld if there are legal reasons to do so.
- 6.9 Shortly before expiry of your Prepaid card, we will contact you to ask whether you require a replacement card. If you promptly confirm to us that you wish to receive a replacement card, then subject to receiving acceptable evidence of identity from you, we will issue a replacement card before expiry of your card

## 7. Keeping your Prepaid Card secure

- 7.1 You should treat your Prepaid Card like cash. If it is lost or stolen, you may lose some or all of your money on your Prepaid Card, in the same way as if you lost cash in your wallet or purse. As a result, you must keep your Prepaid Card safe and not let anyone else use it. If you are issued with a PIN, you must keep it secret at all times. You should memorise the PIN, destroying the notification and never disclosing the PIN or security information to anyone. If you suspect that someone else knows your PIN, you should change it as soon as possible. You can change your PIN at most ATMs by following the on-screen instructions.
- 7.2 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

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transactions either by electronic means or on our secure webpage at any time. Your statement will show:

- 7.2.1 information relating to each Prepaid Card transaction which will enable it to be identified;
- 7.2.2 the amount of the Prepaid Card transaction shown in the currency in which the transaction was paid or debited to the account;
- 7.2.3 the amount of charges for the transaction
- 7.2.4 the date the transaction is authorised or posted on to the account.

A charge will be made for supplying additional or duplicate copies of statements on paper as specified in Section 12.

## 8. Lost and stolen Prepaid Card and unauthorised or incorrectly executed payments

- 8.1 You must tell us without undue delay by calling us on our 24 hour lost and stolen card helpline **0845 872 0827** or **+44 0207 07 82717 from overseas** if you know or suspect that a 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 not been authorised by you.
- 8.2 If you think a transaction has not been authorised by you or has been incorrectly executed you must contact Customer Care immediately. Depending on the circumstances we may require you to complete a declaration form and forward this to us without delay.
- 8.3 We will refund any unauthorised or incorrectly executed transaction immediately unless we have any reason to believe that the incident may have been caused by a breach of this agreement, through gross negligence or we have reasonable grounds to suspect fraud.
- 8.4 If our investigations show that any disputed transaction was authorised by you, or you have acted fraudulently or with gross negligence, we may reverse any refund made and you may be liable for any loss we suffer because of the use of the Prepaid Card. We may also charge you the Investigation Fee specified in Section 12. Unless you have acted with gross negligence your liability under this agreement shall be limited to £50 for unauthorised transactions that arise from the use of a lost or stolen card or the misappropriation of the card if you have failed to keep the security features of the card safe.
- 8.5 You will not be liable for any financial consequences resulting from the use of a lost, stolen or misappropriated Card after notification, or if we do not provide appropriate means for such notification, except where you have acted fraudulently.

## 9. Our liability

- 9.1 We will not be liable for any loss arising from:
  - 9.1.1 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
  - 9.1.2 a merchant refusing to accept your Prepaid Card, honour a transaction or failing to cancel an authorisation; or
  - 9.1.3 our compliance with legal and regulatory requirements;
  - 9.1.4 loss or corruption of data unless caused by our wilful default.
  - 9.1.5 business interruption, loss of revenue, goodwill, opportunity or anticipated savings;

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- 9.1.6 any indirect or consequential loss.
- 9.2 Where your Card is faulty due to our fault, our liability shall be limited to replacement of the Card or, at our choice, repayment to you of the Available Funds.
- 9.3 Where sums are incorrectly deducted from your Available Funds due to our fault, our liability shall be limited to payment to you of an equivalent amount.
- 9.4 In all other circumstances of our default, our liability will be limited to repayment of the amount of the Available Funds.
- 9.5 Nothing in this Agreement shall exclude or limit our liability for death or personal injury.

## 10. Your Rights to Redemption of Funds and Refunding of Transactions on your Prepaid Card

### 10.1 Redeeming funds on your Prepaid Card

You have the right to redeem the funds on your prepaid card at any time in whole or in part. To do so, please either send us an e-mail using the "contact us" facility on the Website or contact us by telephone on 0845 872 0827, requesting redemption and indicating the amount to be redeemed. If you request redemption of all funds on your Prepaid Card, please confirm in writing that you have destroyed your Prepaid Card by cutting it up.

- 10.2 When we process your redemption request, we may require you to provide us with 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:

10.2.1 You are requesting redemption before termination or expiry of this agreement;

10.2.2 You cancel this agreement before any agreed termination or expiry date; or

10.2.3 You request redemption more than one year after the date of termination or expiry of this agreement

- 10.3 Please see section 12 for a summary 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 the funds is made more than six years after the date of termination or expiry of this agreement

- 10.4 We may send a cheque to your last notified address, arrange an electronic transfer to a bank account in your name or arrange a refund to a debit or credit card used to load. However, to enable us to comply with our legal obligations, we may ask you to provide us with further evidence of your identity or additional evidence before we can process your redemption request.

### 10.5 Refunding Transactions

You may be entitled to claim a refund in relation to transactions where:

10.5.1 the transactions was not authorised under this agreement;

10.5.2 we are responsible for a transaction which was incorrectly executed notified us in accordance with section 8 above;

10.5.3 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

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Cardholder could reasonably have expected taking into account normal spending patterns on the Prepaid Card or the circumstances of the transaction.

10.5.4 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 at least 4 weeks before the transaction date or it is made more than 8 weeks after being debited to your account.

10.5.5 We were notified of the unauthorised/incorrectly executed transaction within 13 months of the debit date

## 11. Changes to these Terms

11.1 We may change these terms at any time by placing a new version on the Website at least 2 months before the change is due to take effect. The current 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 Redemption Fee.

11.2 We may change these terms without notice if it is required by EU or national law.

11.3 We may make immediate changes to the exchange rate used to convert transactions undertaken in a currency other than the currency of your card. Unlike other payment cards, we do not use MasterCard International Incorporated's exchange rates when you use your card outside of the denominated currency zone. Instead we set a fixed "day rate" which we publish via automated phone line on 08458720827, and is available over the phone via customer care. The rate which we apply to spend outside of the card's currency is fixed at the start of the day and we guarantee that rate, regardless of market fluctuations – you always know exactly what you will be charged in advance.

## 12. Fees and Usage Restrictions

12.1 By using your Prepaid Card you agree to pay all applicable fees per card, as set out below:

<b>Pockit MasterCard International Incorporated prepaid Card</b>		
Minimum Card Deposit	£10	
<b>Transaction fees</b>	<b>Pay Monthly</b>	<b>PAYG</b>
UK purchase transactions	free	£0.45
UK ATM withdrawals*	£1.00	£1.50
Overseas purchase transactions	Free	£0.45
Overseas ATM withdrawals*	£2.25	£2.25
<b>Top up fees - £3,000 limit card</b>		
Bank transfer (BACS)	Free	Free
PayPoint	£1.50(max load £249)	3% (max load £249)
Post Office ®	£0.70 (max load £250)	£1(max load £250)
Online credit card	3.5% (max £750 load per 24 hour period)	3.5% (max £750 load per 24 hour period)
Online debit card load	free (max £750 load per 24 hour period)	free (max £750 load per 24 hour period)
<b>Card limits</b>	<b>Simplified Due Dilligence</b>	<b>Full Due Dilligence</b>
Maximum card balance	£2000	£3,000
Maximum monthly load	£800	£5,000
Maximum annual load	£2000	£20,000
Online credit card load (daily)	Not allowed	£750
Online debit card load (daily)	Not allowed	£750
Maximum weekly debit/credit card load	Not allowed	£2,000

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Maximum daily ATM withdrawal	£120	£250
<b>Information and Alerts</b>		
Online balance & transactions	Free	
Check balance by automated phone service	Local call rate in UK, standard network rates if abroad	
Load alerts by email	Free	
<b>Customer Care</b>		
Customer Care	<b>Call rate 10p per minute from BT landline</b> , standard network rates from abroad	
Lost and Stolen line	Local call rate in UK, standard networks rates if abroad	
<b>SMS Services</b>		
Check balance by text	No extra charge - standard network rates apply	
Load alerts	£0.20	
Card to card transfers	£0.20	
Lock your card	£0.20	
Unlock your card	£0.20	
<b>IVR Services</b>		
Check balance by text	Standard network rates	
Card to card transfers	Standard network rates	
Lock your card	Standard network rates	
Unlock your card	Standard network rates	
<b>Other Charges</b>		
	Pay Monthly	PAYG
Replacement Card	£4.95	£4.95
Additional card	£4.50	£4.95
Paper Statement	£10	
Dormancy Fee**	free	
Investigation fee	£20	
<b>Closure</b>		
Cancellation or Redemption Fee	£10.00	
Expiry	Card valid 36 months	

\*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 institution or association. You should be advised before you confirm the transaction.

\*\*A period of 90 consecutive days in which no money has been loaded onto or taken off the Card by you.

- 12.2 There are no commissions or fees on top of our published foreign exchange rates (see Section 11 above). Instead all charges are built into the conversion process, providing you with a transparent, guaranteed, competitive rate.
- 12.3 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.
- 12.4 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.
- 12.5 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 Card ordered by you. Until we are reimbursed the Shortfall amount, we may suspend your Prepaid Card, and any Additional Cards connected to you. In addition, we reserve the right to charge you an Investigation 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. We may use debt collection agencies or other third parties to recover the amounts owed

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## 13. Your Details

You must let us know as soon as possible if you change name, address, phone number or e-mail address. If we contact you in relation to your Prepaid Card, for example, to notify you that we have cancelled your Prepaid Card or to send you a refund by cheque, we will use the most recent contact details you have provided to us. Any e-mail to you will be treated as being received as soon as it is sent by us. We will not be liable to you if your contact details have changed and you have not told us.

## 14. Data Protection

- 14.1 We will process personal data only in order to open, administer and run your Prepaid Card on Pockit's behalf and to deal with any enquiries you have about it.
- 14.2 If we suspect that we have been given false or inaccurate information, we may record our suspicion together with any other relevant information.
- 14.3 We may use third parties to process personal data on our behalf including third parties outside the EEA and by submitting your activation form you consent to your personal data being transferred outside of the EEA and disclosed to such third party processors under a duty of confidence.
- 14.4 Personal data may also be transferred confidentially to other organisations so that we can run your account. We may also inform our partners when you start using your prepaid card or account; however we will not disclose details of any loads, withdrawals or transactions you make.
- 14.5 We will monitor and/or record telephone calls we have with you or your additional cardholders to help us maintain and improve the quality of our service or as required by applicable law.
- 14.6 We may check all personal information given by you with credit reference or fraud prevention agencies and other organisations. We may perform a search of your credit file in order to verify your identity. The agencies may keep a record of your information and the searches made.
- 14.7 With your consent, or upon your request, we may use the information you provide such as your mobile phone number and email address to provide balance updates and transaction alerts.
- 14.8 If you would like details of the third parties with which we share information about you please contact Customer Care.
- 14.9 Personal data may be disclosed as required by law
- 14.10 You have the right, on payment of a fee, to receive details of the personal data we hold about you. Please contact Customer Care.

## 15. Disputes with Retailers

If you have any disputes about purchases made using your Prepaid Card, you should settle these with the person you bought the goods or services from. We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased with your Prepaid Card. Remember that once you have used your Prepaid Card to make a purchase we cannot stop that transaction.

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## 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 Care telephone line on 0845 872 0827.

## 17. Complaints

- 17.1 The Prepaid Card programme is managed by TuxedoMoneyPlus 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. We will supply you with a copy of our complaints procedure.
- 17.2 If the issue cannot be resolved, you may contact us at IDT Financial Services Limited, Attention: Customer Services, PO Box 1374, Gibraltar.
- 17.3 As a last resort, you may contact the Financial Services Commission, PO Box 940, Suite 3, Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar, or by telephone on +350 200 40283 Fax +350 200 40282 or e-mail [psdcomplaints@fsc.gi](mailto:psdcomplaints@fsc.gi), web [www.fsc.gi](http://www.fsc.gi)
- 17.4 If our investigation shows that we have incorrectly deducted money from your available funds, we shall refund the amount to your card account within one day of receiving your complaint. Until our investigation is complete the disputed amount will be unavailable to spend. If we subsequently establish that the refunded amount had been correctly deducted, we may deduct it from your available funds. If you do not have sufficient available funds, you must repay us the amount immediately.
- 17.5 We will charge you an Investigation Fee if a complaint is investigated and it is established that the money in question was correctly deducted from your card account.

## 18. Compensation

The Prepaid Card is an electronic money product and although it is a product regulated by the Financial Services Commission, Gibraltar, it is not covered by the Gibraltar Deposit Guarantee Scheme. No other compensation scheme exists to cover losses claimed in connection with the Prepaid Card. This means that in the event that IDT Financial Services Limited becomes insolvent your funds may become valueless and unusable and as a result you may lose your money, refer to clause 22.3 to understand how we protect your funds

## 19. Assignment

We may assign the benefit and burden of these terms and conditions to another company at any time, on giving you 2 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 IDT 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

# Pockit - MasterCard International Incorporated® Prepaid Card Terms and Conditions

This Agreement is concluded in English. All communications with you will be in English. The Agreement shall be interpreted in accordance with the laws of England and Wales and subject to the non-exclusive jurisdiction of the English courts.

## 22. Prepaid Card Issuer

- 22.1 The Pockit card is issued by IDT Financial Services Limited pursuant to a license from MasterCard International Incorporated International. IDT Financial Services Limited is regulated and authorised by the Financial Services Commission, Gibraltar. Registered Office: 57-63 Line Wall Road, Gibraltar. Registered No. 95716.
- 22.2 The Gibraltar Deposit Guarantee Scheme does not cover e-money issued by us or claims made in connection with our issuing e-money. There is no scheme to compensate holders of e-money issued by us in cases where we are unable to satisfy claims against us in relation to e-money.
- 22.3 However as a responsible e-money issuer IDT Financial Services Limited 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 IDT Financial Services Limited becomes insolvent funds that you have loaded which have arrived with and been deposited by IDT Financial Services Limited are protected against the claims made by creditors.