

# CASH PASSPORT™

TERMS AND CONDITIONS

By purchasing the Card you agree to be bound by and comply with these terms and conditions. This is a copy of your agreement for you to keep.

## 1 In these Terms and Conditions:

**Account** means the record maintained by us of the funds held on the Card;

**Activate and Activation** means the activation of the Card or any Additional Card to enable you or any Additional Cardholder to use the Card or Additional Card;

**Additional Card** means up to one (1) additional Cards that may be issued to you to enable another person to access the funds held in the Account;

**Additional Cardholder** means any person to whom you provide an Additional Card and whose details have been provided by you;

**Agent** means any branch of the business from which you purchased the Card which participates in the Cash Passport Plus programme;

**ATM** means an automated teller machine;

**Card** means the prepaid debit card (or any replacement) loaded in the specific currency stated in the leaflet accompanying these terms and conditions and supplied to you. References to the Card include the card details, Security Details and PIN;

**Card Services** means any services provided by us in connection with the Card or an Additional Card.

**Customer Services** means our interactive voice response system (available in English) and call centre accessible using the Security Details, available twenty-four (24) hours a day on the telephone number(s) provided;

**Emergency Assistance** means those services set out at the end of these terms and conditions;

**My Account** means the internet site at [www.cashpassport.com](http://www.cashpassport.com), which gives access to your Account using the Security Details;

**Personal Information** is the information that we collect from you when we provide you with the Card Services including any application form, correspondence, e-mails, telephone calls, internet communications and the transactions on your Account;

**PIN** means the personal identification number used to access some of the Card Services;

**Security Details** means some of the information given by you when applying for the Card (or for any Additional Card) or during Activation or any changes made to this information;

**we, us, our** means Interpayment Services Limited

**you, your** means the purchaser of the Card.

## 2 Issuing of Cards

- 2.1 Please sign the Card on the reverse as soon as you receive it.
- 2.2 You should memorise your PIN to prevent unauthorised use of the Card. We recommend that you change your PIN to a number you can easily remember. You must follow the rules on Card security (see clause 11).
- 2.3 The Card (and any Additional Card) is our property and we may request you to return it to us or suspend its use if we believe there is a good reason (see clause 15.2) to ask for its return or to suspend it.
- 2.4 The Card is not a credit card and all use is limited to the amount pre-loaded and standing to the credit of the Account and any other limits referred to in these terms and conditions.
- 2.5 There is no interest payable to you on the credit balance of the Account and the Account does not amount to a deposit with us.
- 2.6 For the sale of products to minors under the age of 18 years, we require a signature from the minor's parent or guardian.

## 3 Activation and Expiry

- 3.1 The Card and an Additional Card is Activated and ready to use at the time of issue to you.
- 3.2 The Card is only for your use and expires on the date on the front of the Card. Any Additional Card will also expire on the same day as the Card.
- 3.3 The Card cannot be used after it has expired. However, expiry of the Card does not mean that you lose your money. You will still be able to obtain a refund of monies held on the Card, subject to any applicable fees (see clause 9).

## 4 Use of the Card

- 4.1 The Card may, subject to any applicable fee, be used to withdraw cash from a Visa ATM and/or to pay for goods and services at retailers or merchants who accept Visa Electron cards. However, the Card may not be used for accessing or purchasing goods or services by telephone or the internet or to obtain cash over the counter at a bank or other financial institutions. The Card must not be used for any unlawful activity.
- 4.2 When a Card is used to purchase fuel at an automated fuel pump there must be a minimum of \$49 or equivalent credit in your Account. To make a telephone call there must be a minimum of \$15 credit. If you spend less than these minimum amounts it may take up to seven (7) days from the date of your purchase before any unused balance is available.
- 4.3 When a Card is used at bars or restaurants an additional percentage (usually 10% to 20%) may be automatically added as an anticipated service charge or tip. If your actual service charge or tip is less, it may take up to seven (7) days from the date of the transaction before the difference is available.

- 4.4 Certain businesses may not accept the Card as a means of pre-authorising expenditure and we advise that you do not use the Card for this purpose. If the Card is used for this purpose, some businesses (such as hotels, cruise lines and car rental companies) may pre-authorise the estimated amount of the final bill, and this amount will temporarily be unavailable. Only the actual amount of the final bill will be debited from your Account, although it may take up to seven (7) days from the date of the original preauthorisation to cancel the pre-authorised amount.
- 4.5 Your Account will be debited immediately with the amount of each cash withdrawal or payment and any fee and will reduce the credit available in your Account. Each transaction will require authorisation or validation before completion.
- 4.6 Although the Visa Electron logo may be displayed in some countries the Card may not operate there (due to restrictions of Visa). The Agent or Customer Services may be able to confirm current availability.
- 4.7 If there are insufficient funds in the Account to pay for a transaction the purchase may be declined or the retailer may allow you to pay the balance by some other means.
- 4.8 You agree to accept a credit to your Account if you are entitled to a refund for any reason for goods or services purchased using the Card.
- 4.9 We cannot stop a transaction or payment once you authorise the use of the Card.
- 4.10 The ATMs and point of sale terminals are not owned or operated by us and we are not responsible for ensuring that they will accept the Card or any Additional Card.
- 4.11 You must comply with all laws and regulations (including any foreign exchange controls) in respect of the Card (or any Additional Card) in the country of purchase and/or use.

## **5 Card Limits**

- 5.1 Most ATM operators limit the minimum and maximum amounts that can be obtained in a single transaction. These amounts may also be limited (in some countries) by regulatory controls.
- 5.2 There are limits on:
- (a) the amount you may load onto the Card at any one time; and
  - (b) You may not hold at any one time more than one active Account per currency. For instance (save for any Additional Cards) you cannot have two active Euro cards in your name.
- 5.3 The above limits (together with other limits on the use of the Card) are set out in the accompanying leaflet. If you exceed any of these limits then your Account may be suspended (see clause 15.2).

## **6 Additional Cards**

- 6.1 You may request an Additional Card through the Agent at the time you purchase the Card and a fee will be payable.
- 6.2 The Additional Card is used in the same way as the main Card but cannot be used to make credits to the Account.
- 6.3 An Additional Cardholder may be able to access information about the Account and change Additional Card details in the same way as you if you give them sufficient Security Details. We would advise against this.
- 6.4 You can de-activate an Additional Card at any time through the Agent or Customer Services.
- 6.5 You must ensure any Additional Cardholder uses their Additional Card in accordance with these terms and conditions and consents to the use of their Personal Information to operate the Additional Card.
- 6.6 You will be responsible for all transactions by an Additional Cardholder and any breach by them of these terms and conditions.

## **7 Your Account**

- 7.1 Until the expiry of the Card you can add additional funds to the credit of the Account through the Agent, subject to certain limits (see clause 5). The foreign exchange rate used for placing of funds on the Account through an Agent is determined by the Agent.
- 7.2 You will be able to access your Account through Customer Services or My Account to:
- (a) change a PIN;
  - (b) change some of your personal details;
  - (c) check your balance;
  - (d) check the last five (5) transactions through Customer Services or all transactions from My Account.
- 7.3 You may also be able to make a balance enquiry at some ATMs although availability is dependent on the country and the ATM used. There may be a fee payable for balance enquiries.
- 7.4 If an ATM displays a balance for the Account in a currency other than your Account the exchange rate applied may be different to ours and minor discrepancies can arise. An accurate balance can be obtained through Customer Services or through My Account.
- 7.5 Information sent over the internet may not be completely secure and the internet and the on-line systems are not controlled or owned by us so we cannot guarantee that they will function at all times and we accept no liability for unavailability or interruption.
- 7.6 Your Account can only be used if it is in credit. If it becomes overdrawn in error following any transaction authorised by you or any Additional Cardholder, you agree to repay the resulting debit balance to us within thirty (30) days of request. A fee may also be payable if the Card becomes overdrawn.
- 7.7 If we notice an error in your Account that is our fault we will correct it within five (5) days of becoming aware of the error.

- 7.8 If you notice any error in any transaction on your Account then you must notify us immediately at Customer Services and in any event within thirty (30) days of the transaction in question. We may request you to provide additional written information concerning any error.
- 7.9 Provided that you have complied with our reasonable requests for information we will correct the error if it is our or any of our service providers' fault. If we decide it is not our fault we will notify you in writing or by e-mail as soon as this decision is made.
- 7.10 We normally re-credit the Account within ten (10) days, although there may be a delay whilst investigations are completed.

## **8 Fees and Foreign Currency Transactions**

- 8.1 You will be charged a fee when you purchase the Card or any Additional Card and if you load additional funds on to the Card.
- 8.2 For each withdrawal made from an ATM we will charge a fee. Some ATM operators may also charge you an additional fee that will be deducted from the Account. Not all ATM operators advise of this additional fee or the amount of the fee before you withdraw money from their ATM.
- 8.3 If you do not use the Card (or any Additional Card) or credit additional funds to the Card for a period of twelve (12) months a monthly account fee will become payable after this twelve (12) month period. This fee will be payable even if the Card has expired until the Account is closed. If the balance is less than the fee we will waive the remainder of the fee and the Account will be closed.
- 8.4 If a Card transaction or ATM withdrawal is made in a currency other than that loaded on the Card the amount will be converted into the currency of the Card. The exchange rate used for the conversion is the wholesale market rate or the government mandated rate (as determined by Visa) in effect the day the transaction is processed, increased by a margin determined by us.
- 8.5 All fees for the use of the Card or any Additional Card (including any fees for the Account) are set out in the leaflet accompanying these terms and conditions and will be debited from your Account.

## **9 Closing your Account**

- 9.1 The Account continues until we close it in accordance with these terms and conditions or if you ask to close it, even if the Card has expired.
- 9.2 You may close the Account at any time through the Agent (up to expiry) or Customer Services (after expiry) and we will arrange for payment by the Agent of any credit balance or we will send you any credit balance in the currency of the Card.
- 9.3 If you experience any difficulty in closing the Account through the Agent then contact Customer Services.
- 9.4 If the Card has expired and there is no credit balance on your Account following the debit of any applicable fees we will automatically close the Account.
- 9.5 Once your Account has closed, you must destroy the Card and any Additional Card.

## **10 Emergency Assistance**

- 10.1 You and any Additional Cardholders are entitled to Emergency Assistance from Activation until expiry of the Card.
- 10.2 The Emergency Assistance services are available to you or any Additional Cardholder, their partners and children under 16 years of age.

## **11 Card Security**

- 11.1 You must make sure that you keep the Card, any Additional Card, the Security Details and any PIN safe and secure by:
- (a) never allowing anyone else to use the Card;
  - (b) not interfering with any magnetic stripe or integrated circuit on the Card or any Additional Card;
  - (c) not giving the Card number to any unauthorised person;
  - (d) not writing the PIN on the Card or any Additional Card;
  - (e) not carrying the PIN with the Card or any Additional Card;
  - (f) not recording any PIN where it may be accessed by other people;
  - (g) not giving your PIN to anyone else including the police and/or Interpayment or the Agent's employees;
  - (h) not giving the Additional Card PIN or number to any person other than the Additional Cardholder;
  - (i) not giving any Security Details to any unauthorised person;
  - (j) complying with any reasonable instructions we give about keeping the Card, any Additional Card and any Security Details safe and secure.
- 11.2 The Card will be disabled if an incorrect PIN is entered three (3) times per 24 hours. If the Card is disabled, please contact Customer Services. There may be a twenty-four (24) hour delay in reactivating a disabled Card.
- 11.3 If we or the Agent makes funds available to you under these terms and conditions, you may be required to provide and/or verify certain Security Details.

## **12 Loss, theft and misuse of cards**

- 12.1 If the Card (or any Additional Card) is lost or stolen, likely to be misused or you or any Additional Cardholder suspects that someone else may know the PIN or Security Details you and any

Additional Cardholder must stop using the Card and any Additional Card and immediately notify Customer Services. We will suspend the Account to prevent further use.

- 12.2 You may be required to confirm details of the loss, theft or misuse to us or our Agents in writing.
- 12.3 You must assist us and the police in any enquiries and attempts to recover a lost or stolen Card or Additional Card.
- 12.4 If any lost Card or Additional Card is subsequently found it must not be used unless Customer Services confirm it may be used.

### **13 Your liability for lost, stolen, damaged and misused cards**

- 13.1 You will be liable for ALL losses if:
  - (a) any Card (including any Additional Card) is misused with your consent or that of any Additional Cardholder;
  - (b) you or any Additional Cardholder has been negligent, including failing to follow the Card security rules (see clause 11);
  - (c) you or any Additional Cardholder has acted fraudulently.
- 13.2 Provided that we have been notified under clause 12.1 to enable us to suspend the Account to prevent further use, if the Card or any Additional Card is lost, stolen or misused, you will not be liable for any transactions which you or an Additional Cardholder has not authorised, unless you or an Additional Cardholder has acted fraudulently or has failed to follow the Card security rules (see clause 11).

### **14 Replacement Cards**

- 14.1 If the Card (or any Additional Card) is lost, stolen or damaged you can request a replacement by attending in person at the Agent. Prior to the issue of a replacement you may be asked to produce proof of identification.
- 14.2 If you are abroad or if for any other reason the Agent is unable to provide a replacement, you may contact us at Customer Services and we can arrange for funds to be made available from various worldwide outlets or we will send funds direct to you in place of a replacement Card. Alternatively we may send you a replacement card.

### **15 Ending of this agreement**

- 15.1 You may end this agreement at any time by writing to, or e-mailing, us and we will close the Account (see clause 9).
- 15.2 We may ask for the return of the Card or any Additional Card, cancel or suspend their use and/or end this agreement if:
  - (a) we think the Card or any Additional Card has been or is likely to be misused;
  - (b) you or any Additional Cardholder breaches any of these terms and conditions;
  - (c) we suspect any illegal use of the Card or any Additional Card;
  - (d) you gave us false or inaccurate information when you applied for the Card.
- 15.3 We may end this agreement for any other reason by giving you at least thirty (30) days' notice.

### **16 Changing the terms**

- 16.1 We may change these terms and conditions (including bringing in new terms, changes in the fees and the services we offer) at our discretion by giving you at least thirty (30) days notice by letter or by e-mail to the contact details you provide to us.
- 16.2 If we give you notice and you are dissatisfied with any change you can end the agreement and request us to close the Account by writing to, or e-mailing, us and we will refund any credit in the Account.
- 16.3 We may change these terms and conditions without notice in order to enable us to comply with any government, state or federal regulators or laws or any court order applicable to the Card and/or any requirements imposed upon the Card by Visa.

### **17 Your Personal Information (important information about your privacy)**

- 17.1 By purchasing the Card you consent to us processing your Personal Information under these terms and conditions.
- 17.2 You must notify us immediately of any change to your personal details by accessing your Account on My Account and typing the relevant changes yourself or by contacting Customer Services. We will not be responsible if you do not receive any notice or correspondence that has been sent to the contact details you have provided to us.
- 17.3 You may be required to provide information to us or our Agents (including evidence of identity) when purchasing the Card or adding additional funds to the Card.
- 17.4 We will take all reasonable precautions to keep Personal Information secure and protect it under our security policies and procedures.
- 17.5 Your Personal Information may be disclosed by us to third parties (including other companies within Travellex group of companies) to enable us to provide the Card Services, to monitor compliance with these Terms and Conditions and for anti-money laundering, detection of crime, legal compliance and fraud prevention purposes. We may also disclose Personal Information to collection agencies and lawyers in the event that we seek to recover any monies that you owe to us.
- 17.6 Your Personal Information will be shared with our service providers but only to the extent necessary for those parts of the services they are contracted to provide and they are not allowed to use it for any other purpose.

- 17.7 Your Personal Information may be processed outside the European Economic Area but all service providers are required to have adequate safeguards in place to protect your Personal Information.
- 17.8 Personal Information will not be shared or used for any other purpose except as stated above unless we are required, or permitted to do so, as a result of any government laws and regulations, by a court order or by any business or persons to whom we transfer our rights and obligations under this agreement.
- 17.9 We will continue to keep such of your Personal Information that is necessary after the expiry of the Card or closure of the Account on the same terms as are set out above.
- 17.10 You are entitled to ask us as the controller of the data to supply you with any Personal Information that we hold about you. You must submit your request in writing. We will delete any incorrect information or correct any errors in any of your Personal Information that come to our notice.
- 17.11 There may be certain transactions containing information that you do not wish us to see, have or use. If this is the case, you should pay by other means and not use the Card.
- 17.12 To aid us in the provision of the Card services, in the interests of security, to help us maintain and to improve our service all telephone calls may be recorded and/or monitored.

## **18 Our Liability to You**

- 18.1 Subject to clauses 13.2 and 18.2, we shall not be liable to you in respect of any losses you or any third party may suffer in connection with or arising from the Card, except where such losses are due to a breach by us of these terms and conditions or due to our negligence. In particular, we will not be liable to you for any loss due to:
- (a) any of your instructions not being sufficiently clear;
  - (b) any failure by you to provide correct information;
  - (c) any failure due to events outside our reasonable control;
  - (d) any system failure or industrial dispute outside our control;
  - (e) any ATM or retailer refusing to or being unable to accept the Card or any Additional Card;
  - (f) the way in which any refusal to accept the Card or any Additional Card is communicated to you;
  - (g) any indirect, special or consequential losses;
  - (h) any infringement by you or an Additional Cardholder of any currency laws in the country where the Card or Additional Card was issued or used;
  - (i) our taking any action required by any government, federal or state law or regulation or court order;
  - (j) anything specifically excluded or limited elsewhere in these terms and conditions (including the circumstances set out in clause 13).
- 18.2 Nothing will limit our liability to you for death or personal injury arising out of our negligence or our fraudulent misrepresentation or misstatement or insofar as any limitation or exclusion of liability is prohibited by law.

## **19 Third Party Rights**

Except for any party referred to in Clause 20 below, nothing in these terms and conditions will confer on any third party (including any Additional Cardholder) any benefit or the right to enforce any terms of this agreement.

## **20 Transferring our rights**

We may assign any of our rights and obligations under this agreement to any other person or business, subject to such party continuing the obligations in these terms and conditions to you.

## **21 Law and Jurisdiction**

These terms and conditions will be subject to the laws and the courts of the country in which you were issued with the Card.

## **Emergency Assistance**

### **Emergency Cash**

You may be able to obtain emergency cash in many countries following the loss or theft of your cash, credit cards and/or travellers cheques within limits set by us from time-to-time (currently 1000 US\$). Having established sufficient means of payment (generally by means of a credit or payment card) we may arrange for collection by you from the nearest available location for collection and provide details of opening hours, address, telephone number and availability.

### **Lost or Stolen Passport Assistance**

If your passport has been either lost or stolen, we will advise of the telephone numbers, address and opening hours of the nearest consulate or embassy and advise on the processes for a replacement. We can arrange to contact friends or relatives on your behalf to assist in providing any documentation required.

### **Lost or Stolen Card Assistance**

We provide assistance in reporting the loss or theft of credit cards, charge cards or debit cards whilst you are away from home. We will advise you on the procedure to follow and in extreme cases where you cannot make contact with your card issuer we will attempt to report the loss on your behalf. This service is not available for store cards, loyalty cards, affinity group cards, or other cards that are

not general-purpose credit or payment cards. We cannot be held responsible for ensuring that the card issuer acts upon any report and some issuers will only accept instructions from a cardholder personally.

#### **Emergency Medical Assistance (this is not a replacement for Travel Insurance)**

Information is available for hospitals, doctors, dentists and pharmacies in many countries including location, address, telephone numbers and opening hours together with details of specific facilities, capabilities, medical specialities and languages spoken. You will be directly liable for all costs incurred if you attend any treating facility. The information is provided by us without giving any assurance as to the quality of any advice or care which may be provided by the staff or facilities concerned. The services of a doctor are available by telephone to provide information, specific advice and recommendations for your individual medical requirements through one of our service partner's doctors. We can also arrange communication between our service partner's doctor and any treating doctor and information updates to you and your relatives. This service is guaranteed in the English language and, subject to availability, in other languages but should a doctor be unavailable in a specific language an interpreter can be provided.

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Information is available for hospitals, doctors, dentists and pharmacies in many countries including location, address, telephone numbers and opening hours together with details of specific facilities, capabilities, medical specialities and languages spoken. You will be directly liable for all costs incurred if you attend any treating facility. The information is provided by us without giving any assurance as to the quality of any advice or care which may be provided by the staff or facilities concerned. The services of a doctor are available by telephone to provide information, specific advice and recommendations for your individual medical requirements through one of our service partner's doctors. We can also arrange communication between our service partner's doctor and any treating doctor and information updates to you and your relatives. This service is guaranteed in the English language and, subject to availability, in other languages but should a doctor be unavailable in a specific language an interpreter can be provided.

The following services can be arranged at your cost by credit or debit card: -

- Emergency evacuation to a superior medical facility
- Medical repatriation back home
- A guarantee of payment of medical fees
- Provision of Emergency Cash for you or your relatives

Should you hold medical insurance and need a medical service we will advise of the procedures to contact your insurers for assistance.

#### **Emergency Legal Assistance**

Information is available for most major locations worldwide on the addresses of lawyers and their location, telephone numbers and opening hours. You will be directly liable for all costs incurred if you consult a lawyer and we can, if requested, arrange for Emergency Cash. The information is provided by us without any assurance as to the quality of any advice which may be provided by the lawyers concerned.

#### **Emergency Interpretation Service**

In the case of an emergency we provide a multi-lingual interpretation service by telephone. A verbal translation to or from English in some European languages is usually available instantly and most other common and frequently used languages through our service partners. This service is available only for personal matters and is not for business use.

#### **Emergency Messaging Service**

In the event of an emergency, access via telephone to multi-lingual customer service representatives, where a brief message can be arranged for delivery to a friend, relative or organisation, by means of telephone, fax or e-mail. From an agreed time the customer service representative will make up to six (6) attempts at approximately hourly intervals to convey the message, informing you should this fail.

#### **Service Response**

The service is available 24 hours a day 365 days a year. Each request for any service is dealt with according to your individual requirements or circumstances and normally we will be able to deal with these within 15 minutes but we will advise of the time any request is likely to take. In some cases in more remote locations Emergency Cash may take up to 24 hours to provide.

**Disclaimer:** While every effort will be made to ensure that all the information services provide correct information we are reliant on many information sources some of which are outside our control and we cannot be held liable for the accuracy of these.

#### **Contact Us**

If you are dissatisfied with the standard of service, or if you think we have made a mistake in operating your Account or you require information about your Personal Information please contact Customer Services by telephone on the number(s) provided in this leaflet, e-mail us at [cardservices@travelex.com](mailto:cardservices@travelex.com) or write to us at Interpayment Card Services, Worldwide House, Thorpe Wood, Peterborough, PE3 6SB, England.

We will try to resolve any problems as quickly as possible and in accordance with our complaints procedure, which can be found at [www.cashpassport.com](http://www.cashpassport.com) or is available on request.

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