

# THOMAS COOK 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. A further copy is available on request (see Contact Us).

The Card is only available to residents of the United Kingdom who are at least eighteen (18) years of age.

## 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 an additional Card that may be purchased by you to enable another person to access the funds held in the Account or to enable you to maintain a second Card for back-up or security purposes.

**Additional Cardholder** means any third party identified as an additional cardholder at the time of purchase of an Additional Card.

**ATM** means an automated teller machine.

**Card** means the prepaid card (or any replacement) loaded in the specific currency stated on the Card supplied to you. References to the Card include the card details, Security Details and PIN.

**Card Services** means any services provided by us or our third party service provider, Travelex Card Services Limited ("Travelex"), in connection with the Card or an Additional Card. It also 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.

**My Account** means the internet site at [www.cashpassport.com/thomascook](http://www.cashpassport.com/thomascook), which gives access to the 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, emails, telephone calls, internet communications and the transactions on the Account.

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

**Retail Location** means any branch of the business from which you purchased the Card.

**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 R. Raphael & Sons plc.

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

## 2 Issuing of Cards

- 2.1 Please remove both the Card and the Additional Card (where purchased) from the carrier and sign them on the reverse as soon as you receive them.
- 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 9 below).
- 2.3 The Card (and any Additional Card) is our property. We may suspend use of the Account and/or ask that you return the Card (and any Additional Card) to us if we believe there is a good reason (see clause 13.4 below) to do so.
- 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 balance of the Account and the Account does not amount to a deposit with us.

## 3 Activation and Expiry

- 3.1 There may be a delay of up to 4 hours before you are able to use your Cash Passport Card (and any Additional Card).
- 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. Expiry of the Card does not mean that you lose any balance held on the Card, as you will still be able to obtain a refund, subject to any applicable fees (see clause 5 below).

## 4 Use of the Card

- 4.1 The Card may, subject to any applicable fee (see clause 5 below), be used to withdraw cash from an ATM displaying the Visa symbol 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 from adult or gambling internet sites and must not be used for any unlawful activity.
- 4.2 When a Card is used to purchase fuel at an automated fuel pump the Account must have a minimum credit of GB£10, EU€15, US\$20, AU\$23, NZ\$27, CA\$21 or ZAR140 (depending on the currency of your Card). In addition, to use the Card to make a telephone call the Account must have a minimum credit of GB£8, EU€10, US\$15, AU\$19, NZ\$22, CA\$17 or ZAR110 (depending on the currency of your Card). 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, restaurants, hotels, cruise liners, or vehicle rental companies, 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 deducted from the Account, although it may take up to seven (7) days from the date of the original pre-authorisation to cancel the pre-authorised amount.
- 4.5 When a Card is used to purchase goods by mail order or online, an additional 10% may be automatically added as an anticipated delivery charge. If the actual delivery charge is less, it may take up to seven (7) days from the date of the transaction before the difference is available.
- 4.6 The Account will be deducted immediately with the amount of each cash withdrawal or payment and any associated fees and this will reduce the credit available in the Account. Each transaction will require authorisation or validation before completion.
- 4.7 Although the Visa logo may be displayed in some countries the Card may not operate there (due to restrictions of Visa). The Retail Location or Card Services may be able to confirm current availability.
- 4.8 If there are insufficient funds in the Account to pay for a transaction the Card may be declined or the retailer may allow you to pay the balance by some other means.
- 4.9 You agree to accept a credit to the Account if you are entitled to a refund for any reason for goods or services purchased using the Card.
- 4.10 If you authorise a transaction and we consider that all of the conditions set out below apply, we will refund the full amount of the payment, provide you with our reasons for refusal, or request that you provide additional information as is reasonably necessary to verify that such conditions apply, within ten (10) working days of receiving your request or if so requested within ten (10) working days of receiving any such additional information required:
- (a) you did not know the exact amount of the payment when you gave your authority; and
  - (b) the amount charged exceeds the amount you reasonably expected to pay, taking into consideration your previous spending pattern, these Terms and Conditions and the circumstances of the transaction (excluding exchange rate fluctuations); and
  - (c) you request a refund within eight (8) weeks from the date the funds were debited.
- No refund will be made if you have given us your consent for the payment to be made and, where applicable, details of the payment are made available to you by any means at least four (4) weeks before the payment due date.
- 4.11 We cannot stop a transaction or payment once you authorise the use of the Card.
- 4.12 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.
- 4.13 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.
- 4.14 The Card may not be used to make regular money transfers.

## 5 Card Limits, Fees and Foreign Currency Transactions

### 5.1 The following fees and limits will apply to your Card:

#### Fees and Limits.

Please note that these are subject to variation in accordance with the Terms and Conditions.

	US\$	EU€	GB£	AUS	CAS	NZ\$	ZAR
Load/Reload fee	Free, except for GBP Cards where a charge of 2% (minimum £3) on all loads and reloads applies.						
ATM fee* per withdrawal	2.50	2.00	1.50	3.50	3.25	4.00	25
Monthly inactivity fee debited from your Card if it has not been used for 15 months	3.50	3.00	2.00	4.50	4.00	5.25	35
Overdraft fee	15.00	15.00	10.00	20.00	20.00	25.00	140
Cashout fee**	£6 or the equivalent in the currency of the Card (subject to exchange rate fluctuations)						
Additional card fee	Free	Free	Free	Free	Free	Free	Free
Maximum amount* you can withdraw from ATMs in 24hours	800	700	500	3,500	3,000	4,000	8,500
Maximum amount you can spend in retail outlets in 24 hours	5,000	4,000	3,000	6,000	6,000	7,500	40,000
Minimum amount you can load on your Card	50	40	30	50	50	60	500
Maximum balance allowed on your Card at any one time	9,000	7,500	5,000	15,000	13,000	17,000	85,000
Total amount you may load on your Card during any 12 month period	30,000	25,500	18,000	45,000	39,000	51,000	250,000
Additional cards per account	1	1	1	1	1	1	1

\* Some ATM operators may charge an additional fee or set their own withdrawal limits.

\*\*These fees are charged in a non-emergency when the Cardholder contacts Card Services. We do not charge a fee for redeeming unspent funds at the Retail Location, however the Retail Location may charge a commission.

- 5.2 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 law.
- 5.3 There are limits on:
- the number of Additional Cards you may purchase;
  - the amount you may load onto the Card at any one time;
  - the amount of cash that may be withdrawn from the Account over any twenty-four (24) hour period;
  - the total amount you may load on your card during any twelve (12) month period (see Fees and Limits Table above).
- 5.4 If you exceed any of these limits then the Account may be suspended (see clause 13 below).
- 5.5 You may be charged a fee when you purchase the Card and if you load additional funds onto the Card (see Fees and Limits Table above).
- 5.6 For each withdrawal made from an ATM we will charge a fee (see Fees and Limits Table above). 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.
- 5.7 If you do not use the Card (or any Additional Card) or credit additional funds to the Card for a period of fifteen (15) months, a monthly account fee will become payable after this fifteen (15) month period (see Fees and Limits Table above). 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.
- 5.8 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 determined by Visa in effect the day the transaction is processed, increased by five (5) percent for British Pound, Euro and US Dollar Cards and increased by five point seven five (5.75) percent for South African Rand, Australian, Canadian and New Zealand Dollar Cards.
- 5.9 There may be a fee payable if you redeem unspent funds through Card Services or the Retail Location (see clause 8 and the Fees and Limits Table above).

## **6 Additional Cards**

- 6.1 You may request an Additional Card through the Retail Location at the time you purchase the Card and a fee may be payable (see clause 5 above).
- 6.2 If the Additional Card is purchased for the purpose of enabling you to maintain a second Card for back-up or security purposes, only you must use the Additional Card.
- 6.3 If you request an Additional Card for someone else, only the person named as the Additional Cardholder at the time of purchase may use the Additional Card. An Additional Cardholder must be a United Kingdom resident over the age of sixteen (16) and shall be required to produce identification prior to the purchase of an Additional Card.
- 6.4 The Additional Card is used in the same way as the main Card but cannot be used to make credits to the Account.
- 6.5 You should not disclose your Security Details to an Additional Cardholder. If you do, an Additional Cardholder may be able to access information about the Account and change Account details in the same way as you.
- 6.6 You can de-activate an Additional Card at any time through the Retail Location or Card Services.
- 6.7 You must ensure any Additional Cardholder uses their Additional Card in accordance with these Terms and Conditions.
- 6.8 You will be responsible for any transactions made by an Additional Cardholder with their Additional Card and for ensuring that an Additional Card is used in accordance with these Terms and Conditions.

## **7 Account**

- 7.1 Until the expiry of the Card you can add additional funds to the Account subject to certain limits and subject to a fee (see clause 5 above). You may be required to provide identification and/or confirm your Security Details at the time of placing additional funds on to the Account.
- 7.2 The foreign exchange rate used for placing of funds on to the Account through a Retail Location (and any commission charged by the Retail Location) is determined by the Retail Location.
- 7.3 You can access the Account through Card Services or My Account to:
  - (a) change some of your personal details;
  - (b) check your balance;
  - (c) check the last five (5) transactions through Card Services or all transactions on My Account.
- 7.4 You can change your PIN through Card Services (via an automated service) or through My Account.
- 7.5 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 imposed by the ATM operator.
- 7.6 If an ATM displays a balance for the Account in a currency other than the Account the exchange rate applied may be different to ours and minor discrepancies can arise. An accurate balance can be obtained through Card Services or through My Account.
- 7.7 Information sent over the internet may not be completely secure. The internet and the online systems are not controlled or owned by us so we cannot guarantee that they will be secure and function at all times and we accept no liability for unavailability or interruption.
- 7.8 The Account can only be used if it has a positive balance. You are responsible for monitoring your balance and maintaining a positive balance on the Account. 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 the request, together with the current administrative fee (see clause 5 above). If the Account does become overdrawn, this does not mean that it will be allowed to become overdrawn on subsequent occasions. We reserve the right to cancel or suspend your Card should the Account become overdrawn.

## **8 Redeeming Unspent Funds**

- 8.1 You may redeem the balance of any unspent funds on the Account at any time through Card Services. Any credit balance in excess of the applicable cashout fee (see clause 5 above) will be sent to you within seven (7) days of your request. Payment will normally only be made in Sterling to your United Kingdom bank or building society account. However if you wish, we can arrange for you to receive payment in the currency of the Card, if not in Sterling, and any conversion will be at an exchange rate determined by us.
- 8.2 You may also redeem the full balance of any unspent funds on the Account at any time through the Retail Location. A commission fee may be charged for this service. Payment is available in Sterling only and the Retail Location will apply its own exchange rate.
- 8.3 If we or the Retail Location make funds available to you under these Terms and Conditions, you may be required to provide identification and/or verify your Security Details.

## **9 Card Security**

- 9.1 You must make sure that you keep the Card, any Additional Card, the Security Details and any PIN safe and secure, in particular, but without limitation, 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, us, Card Services and/or the Retail Location'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.

9.2 The Card will be disabled if an incorrect PIN is entered three (3) times. If the Card is disabled, please contact Card Services to reactivate the Card. There may be a twenty-four (24) hour delay in reactivating a disabled Card.

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

- 10.1 If the Card (or any Additional Card) is lost or stolen, likely to be misused or you or any Additional Cardholder suspect 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 and without undue delay notify Card Services on becoming aware of the loss, theft, misappropriation or unauthorised use of the Card. We will suspend the Account to prevent further use. We may also suspend your Account if we suspect that the Card, the Additional Card or any PIN has been or is likely to be misused.
- 10.2 You will be required to confirm details of the loss, theft or misuse to us in writing by completing a dispute form, which we will provide or which can be obtained from [www.cashpassport.com/thomascook](http://www.cashpassport.com/thomascook), and signing and returning it to us.
- 10.3 You must assist us and the police in any enquiries and attempts to recover a lost or stolen Card or Additional Card.
- 10.4 If any lost Card or Additional Card is subsequently found it must not be used unless Card Services confirm it may be used.

## **11 Your liability for unauthorised transactions**

- 11.1 If you notice a transaction on the Account that you do not recognise you must notify Card Services without undue delay, and in any event no later than thirteen (13) months after the debit date. We will request that you provide additional written information concerning any error. We recommend that you check your transaction history and balance at least once a month.
- 11.2 You will not be liable for unauthorised transactions on your Card unless you or any Additional Cardholder have acted fraudulently or have with intent or gross negligence failed to comply with these Terms and Conditions (including, but not limited to, notifying us in accordance with clauses 10.1 and 11.1 of the loss, theft, misappropriation or unauthorised use of the Card or Additional Card).
- 11.3 Where you are not liable for an unauthorised transaction, we will refund the value of that transaction and will have no further liability to you for any other losses you may suffer.

## **12 Replacement Cards**

- 12.1 If the Card (or any Additional Card) is lost, stolen or damaged you can request a replacement by attending in person at the Retail Location or arrange for a replacement to be sent to your UK home address by calling Card Services. Prior to the issue of a replacement Card you may be asked to produce proof of identification.
- 12.2 If you are abroad or if for any other reason the Retail Location is unable to provide a replacement, you may contact us at Card Services and we will 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.

## **13 Ending this agreement**

- 13.1 We may end this agreement by giving you at least two (2) months notice by letter or by email to the contact details you provide to us.
- 13.2 You may end this agreement at any time by notifying us. This agreement will continue until you have made any payments due to us.
- 13.3 The ending of this agreement will not affect your right (if any) to redeem unspent funds in accordance with clause 8 above.
- 13.4 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 breach any of these Terms and Conditions;
  - (c) we suspect any illegal use of the Card or any Additional Card; or
  - (d) you gave us false or inaccurate information when you applied for the Card.
- 13.5 Once the agreement has ended you should destroy the Card and any Additional Card.

## **14 Changing the terms**

- 14.1 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 sixty (60) days notice by letter or by email to the contact details you provide to us.
- 14.2 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 emailing us and we will refund any unspent balance on the Account.

## **15 Personal Data (important information about your privacy)**

- 15.1 By purchasing the Card you consent to us (or our service providers) processing your Personal Information under these Terms and Conditions.
- 15.2 You must notify us immediately of any change to your personal details by accessing the Account on My Account and typing the relevant changes yourself or by contacting Card 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.
- 15.3 You may be required to provide information to us or our Retail Location (including evidence of identity) when purchasing the Card or adding additional funds to the Card.
- 15.4 We will take all reasonable precautions to keep Personal Information secure and protect it under our (or our service providers') security policies and procedures.
- 15.5 Your Personal Information may be disclosed by us to third parties (including Travelex and other third party providers) 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 professional advisers in the event that we seek to recover any monies that you owe to us.
- 15.6 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.
- 15.7 If you agree we may contact you about other products or services provided by Travelex and its affiliates. If you no longer wish to receive information about these products or services then please contact [cardservices@travelex.com](mailto:cardservices@travelex.com).
- 15.8 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.
- 15.9 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 these Terms and Conditions.
- 15.10 You are entitled to ask us in writing to supply you with any Personal Information that we hold about you. We will delete any incorrect information or correct any errors in any of your Personal Information that come to our notice.
- 15.11 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.
- 15.12 To aid us in the provision of the Card Services, in the interests of security and to help us maintain and improve our service, telephone calls may be recorded and/or monitored.

## **16 Our Liability to You**

- 16.1 Subject to clauses 11 and 16.2, we will 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 addition, we will not be liable to you for disputes concerning the quality of goods or services purchased from any merchant that accepted your Card.

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 11).
- 16.2 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.

## 17 Third Party Rights

Except for any party referred to in clause 18 below and Travelex, nothing in these Terms and Conditions will confer on any third party (including any Additional Cardholder) any benefit under, or the right to enforce, any of these Terms and Conditions.

## 18 Transferring our rights

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

## 19 Law, Jurisdiction and Language

These Terms and Conditions and any disputes, which arise under them, shall be exclusively governed and construed in accordance with English law and subject to the exclusive jurisdiction of the English courts. We undertake to communicate with you in English regarding any aspect of your Card or the Account. These Terms and Conditions are written and available only in English.

### Communication with You

We may contact you by letter or email, using the contact details you provide to us. On-line information on My Account will be provided via the internet site [www.cashpassport.com/thomascook](http://www.cashpassport.com/thomascook).

### Contact Us

If you have any queries regarding the Card, please refer to [www.cashpassport.com/thomascook](http://www.cashpassport.com/thomascook). If you have any further queries, are dissatisfied with the standard of service, you think we have made a mistake in operating the Account or you require information about your Personal Information please contact Card Services by telephone on 0800 0150 401 from the UK. Alternative numbers can be found in the user guide supplied with the Card, or you can email [cardservices@travelex.com](mailto:cardservices@travelex.com) or write to Card Services, Travelex, 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 on My Account or is available on request. If your query is not dealt with to your satisfaction, you may be able to refer it to the Financial Ombudsman Service, an independent body established to adjudicate on eligible disputes with financial firms. Their address is: South Quay Plaza, 183 Marsh Wall, London, E14 9SR; Telephone 0845 080 1800; Email: [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk); Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### The Card Issuer and the Service Provider of the Card

The Card is issued by R. Raphael & Sons plc (Company Registration No. 1288938) with its registered office at Albany Court Yard, 47/48 Piccadilly, London, W1J 0LR and head office at Walton Lodge, Walton Street, Aylesbury, Bucks. HP21 7QY. We are a Bank, regulated and authorised by the Financial Services Authority under registration number 161302 and are permitted to issue e-money. Travelex administers and services the Card on our behalf and is available to give you support if you have any queries or complaints (see Contact Us).

### Compensation

The Card is an electronic money product and although it is a product regulated by the Financial Services Authority, it is not covered by the Financial Services Compensation Scheme. No other compensation scheme exists to cover losses claimed in connection with the Card. This means that in the unlikely event that we become insolvent your funds may become valueless and unusable and as a result you may lose your money. In order to provide protection to you however, the funds held in respect of the Card are held by us on trust to ensure the funds are safeguarded in the unlikely event of insolvency.