

**SECURE  
CONVENIENT  
RELOADABLE**



# **USER GUIDE**

## **THOMAS COOK**

# **CASH PASSPORT™**

**FIND OUT HOW TO;**

- > USE YOUR CARD OVERSEAS**
  - > MANAGE YOUR BUDGET**
  - > RELOAD YOUR CARD**
- AND MUCH MORE...**



# Welcome to your new THOMAS COOK CASH PASSPORT™

Here are some easy to follow instructions on using  
your Cash Passport™ Prepaid MasterCard® Currency Card

## Before you go – this bit's important!

Please sign the back of your Card as soon as you get it, then memorise your PIN. If you want to change your PIN to something more memorable, simply go to a participating ATM in the UK, displaying the MasterCard Acceptance Mark select PIN Services and follow the instructions on the screen. For hints and tips on using your Card at your holiday destination, please see the 'Before you go' section on [www.cashpassport.com/thomascook](http://www.cashpassport.com/thomascook)

## How to use your Thomas Cook Cash Passport

Just like a debit card, you can use your Thomas Cook Cash Passport at any ATM displaying the MasterCard Acceptance Mark. Simply enter your PIN and how much you want to take out. After that, all you have to worry about is what to spend the money on. You can also use your Thomas Cook Cash Passport at any merchant worldwide (including restaurants, shops and online) displaying the MasterCard Acceptance Mark. Simply enter your PIN or sign the receipt as usual.

## Checking your balance

Simply go to 'My Account' at [www.cashpassport.com/thomascook](http://www.cashpassport.com/thomascook), register your Card and you'll be able to see your Thomas Cook Cash Passport balance and any recent transactions. Alternatively, you can call Card Services and use the automated balance service.

Some ATMs also provide balances, however if the local currency of the ATM is not the same as the currency of your Card, the exchange rate used by the ATM to calculate the balance on your Card may be different to that applied to your Card and a variation may occur. You may also receive low balance alerts via SMS. Please see your Terms and Conditions for information on how you can opt out of receiving these.

## Want to put more money onto your Card?

- In store - Just take your Thomas Cook Cash Passport, valid photo ID (e.g. your passport or driving licence) and a form of payment to any UK Thomas Cook or Going Places store
- By phone - call Card Services on 0800 015 0401 (from the UK only<sup>††</sup>) or +1 954 838 8294 (from other countries<sup>†††</sup>)
- Online - reload your card online using a debit or



credit card. For more information visit [www.cashpassport.com/thomascook](http://www.cashpassport.com/thomascook)

- Via internet/telephone banking – visit [www.cashpassport.com/thomascook](http://www.cashpassport.com/thomascook) for more information

<sup>††</sup> There may be a charge for calls to this number, if phoning from a hotel or mobile phone.

<sup>†††</sup> Please remember to add the international prefix of the country you are in at the beginning of this number (in most cases this is 00, for example 001 954 838 8294). Calls to this number are not free of charge.

## Disputed Transactions

It is recommended that you check your transaction history and Card balance at least once a month. If you have any queries about your Cash Passport balance or you notice a Card transaction that you do not recognise, please notify the 24 hour Card Services team without undue delay, and in any event no later than 13 months after the debit

date. They will be happy to check and confirm the transaction details for you. If there is a transaction which is not correct, Card Services can start the dispute process on your behalf and may request you to provide additional written information concerning any unrecognised transaction, or to complete a dispute form (see Terms and Conditions for further information). Please help them to assist you, by providing as much information as you can.

## How about buying things online?

As long as your online retailer accepts MasterCard then you can use your Cash Passport to shop online (within the limits and restrictions of your Card), although you may be asked to provide the security code that's printed on the signature strip on the back of the Card.

**SECURE**

**CONVENIENT**

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# SEVEN CURRENCY CARDS NOW AVAILABLE

NZ \$ EU € ZAR GB £  
AU \$ CA \$ US \$

## What if there isn't enough money on your Card to make a payment?

Sometimes you might see something that costs more than you've got available on your Card. That's ok, if the merchant supports partial payments, you may be able to pay the difference with another MasterCard or some other form of payment. Just make sure you tell the cashier before paying and confirm the amount you want deducted from your Card. The cashier should process your Thomas Cook Cash Passport payment first, then accept the remainder of the balance in whichever way you want to pay.

## Pre-authorisation

It is not recommended to use your Thomas Cook Cash Passport as a guarantee of payment for hotels, car hire, etc. These companies may estimate your bill, and if you use your Card as a guarantee for the estimated amount, the funds will be temporarily unavailable to access or spend. You can of course use your Thomas Cook Cash

Passport to settle your final bill.

## What if your Card is declined?

Normally the only reason this will happen is if you don't have enough funds on your Card to cover the cost of the purchase. You may be able to use the balance on your Cash Passport for part payment and complete the purchase with another payment method. In some countries, there may be daily or weekly withdrawal limits set by ATM operators, which may be lower than the limit on your Card.

For more information visit [www.cashpassport.com/thomascook](http://www.cashpassport.com/thomascook)

## Dynamic Currency Conversion Payments

Dynamic Currency Conversion (DCC) is an optional service that is sometimes offered by retailers and ATM operators abroad, giving cardholders the choice of paying in either the currency of the country they are visiting or their own domestic currency i.e. Sterling. If you use your Card

in a country where the local currency is the same as the currency of your Card (e.g. using a US Dollar Cash Passport in the USA) and opt in to a DCC service, this may result in a foreign exchange transaction at additional cost to you. If you wish to avoid this risk, you should opt out of the DCC service and choose to pay in the local currency.

## Contact details

If you have any queries, or want to pass on any comments you have about using your Card, please get in touch at [cardservices@accessprepaidww.com](mailto:cardservices@accessprepaidww.com)

**Please note, specific account queries cannot be dealt with via email.**

## Useful telephone numbers for 24/7 assistance, Card Services, lost or stolen cards.

If your Thomas Cook Cash Passport is lost or stolen, please contact Card Services immediately, so that they can cancel it and offer assistance, including emergency cash replacement up to the available balance on your Card (subject to availability\*).

Country	Freephone Number <sup>††</sup>
Australia	1800 889 040
France	0800 905 190
New Zealand	0800 450 128
South Africa	0800 990 517
Spain	900 998 907
UK	0800 015 0401
USA	1 888 713 3424

The complete list of freephone numbers for over 30 countries is available on [www.cashpassport.com/thomascook](http://www.cashpassport.com/thomascook). Alternatively, if the country you are in is not listed, you can use the number below ('Other Countries') to contact Card Services.

Other Countries<sup>†††</sup> **+1 954 838 8294**

<sup>†</sup> The emergency cash service may not be available in every country - depending on the availability of the money transfer network.

<sup>††</sup> There may be a charge for calls to these numbers, if phoning from a hotel or mobile phone.

<sup>†††</sup> Please remember to add the international prefix of the country you are in at the beginning of this number (in most cases this is 00, for example 001 954 838 8294). Calls to this number are not free of charge.

Please note that the Cash Passport fees and limits are subject to variation in accordance with the Terms and Conditions.

Fees	US\$	EU€	GB£	AU\$	CA\$	NZ\$	ZAR
Card fee	Please check with the Purchase Location						
Load/Reload commission*	Free	Free	2%*	Free	Free	Free	Free
ATM fee** per withdrawal	2.50	2.00	1.50	3.50	3.25	4.00	25.00
Purchase from merchant (e.g. shops and restaurants)**	Free						
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	35.00
Additional Card fee	Free						
Negative balance fee	15	15	10	20	20	25	140
Cashout fee through Card Services	9.50	7.00	6.00	9.00	9.50	12.00	75.00
Cashout fee at the Purchase Location	Please check with the Purchase Location (subject to exchange rate fluctuations)						

## Limits

Maximum amount you can withdraw from ATMs in 24 hours**	800	700	500	3,500	3,000	4,000	8,500
Maximum amount that you can spend at merchants 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 load and maximum balance allowed on your Card at any one time	9,000	7,500	5,000	15,000	13,000	17,000	85,000
Maximum load over 12 months***	30,000	25,500	18,000	45,000	39,000	51,000	250,000

\* The minimum charge is £3.00 on GBP loads and reloads.

\*\* Some ATM operators and merchants may charge a(n) (additional) fee or set their own limits. Please confirm whether any fees or limits apply before making a withdrawal or purchase.

\*\*\* The total amount you may load onto all prepaid cards issued to you by us during any twelve (12) month period.

† If following the debit of any monthly inactivity fee, the Card balance is less than the fee, we will waive the difference.

Merchant transactions and ATM withdrawals in a currency other than the currency of the Card will be exchanged to the currency on the Card at an exchange rate determined by MasterCard® on the day the transaction is processed, increased by 5.75% for all currencies.

Cash Passport is issued by R. Raphael & Sons plc, pursuant to license by MasterCard International Inc. MasterCard is a registered trademark of MasterCard International Incorporated.



For more information visit [www.cashpassport.com/thomascook](http://www.cashpassport.com/thomascook) and log on to **'My Account'** to check your balance and view your transactions. Alternatively, call Card Services on one of the numbers provided.

For more information about your Thomas Cook Cash Passport, please visit [www.cashpassport.com/thomascook](http://www.cashpassport.com/thomascook)

## Thomas Cook Cash Passport™ Prepaid MasterCard® Terms and Conditions

By purchasing or requesting the Cash Passport card (the "Card") you agree that you understand, accept and shall comply with these Terms and Conditions and the Fees and Limits section in the User Guide (together the "Agreement"). This is a copy of your Agreement for you to keep. A further copy is available on request (see Contact Us).

### 1 In these Terms and Conditions:

- 1.1 **Purchase Location** means any branch of the business from which you purchased the Card.
- 1.2 **we, us, our** means R. Raphael & Sons plc.
- 1.3 **you, your** means the purchaser of the Card.
- 1.4 **Card Services** means any services, including call centre services, provided by us or our third party service provider, Access Prepaid Worldwide Ltd (the "Programme Manager"), in connection with the Card.
- 1.5 **working day** means Monday to Friday from 0900 to 1700 GMT, except for any public bank holidays, in England and Wales.
- 1.6 Any references to 'Card' also include any Additional Card, where applicable.

### 2 Your Thomas Cook Cash Passport card

- 2.1 Thomas Cook Cash Passport is a prepaid currency card which can be loaded in the currency of the Card. Payment will be in GBP and the exchange rate will be determined by the Purchase Location.
- 2.2 You may request an additional Card at the time of purchase ("Additional Card"), which can be used in the same way as the Card.
- 2.3 If you request an Additional Card as a back-up or for security purposes, only you can use it. If you request an Additional Card for someone else to access the same funds, you must provide their details prior to the issue of the Additional Card and only they can use the Card.
- 2.4 There is no interest payable to you on the balance and the Card funds do not amount to a deposit with us.

### 3 Using the Card

- 3.1 There may be a delay of up to four (4) hours before you are able to use your Card.
- 3.2 Your Card can be used worldwide wherever you see the MasterCard®, Maestro® or Cirrus® Acceptance Mark at ATMs and MasterCard merchants, including shops, restaurants and online, providing there are sufficient funds available on your Card for the transaction, including any applicable fees. Although the MasterCard Acceptance Mark may be displayed, the Card may not operate in some countries, due to restrictions. Please verify the list of countries with restrictions at [www.cashpassport.com/thomascook](http://www.cashpassport.com/thomascook)
- 3.3 The amount of each transaction and any associated fees will be deducted from the balance on your Card. Each transaction will require authorisation and we cannot stop a transaction once authorised. Some merchants may not be able to authorise your transaction if they cannot obtain an online authorisation from us. Examples include some in-flight purchases, car park vending machines and toll booths.
- 3.4 When using the Card at certain merchants including bars and restaurants, an additional amount (typically 10%-20%) is automatically added as an anticipated service charge or tip, temporarily reducing the balance on the Card. When the Card is used to purchase fuel at an automated fuel pump, the Card must have a minimum balance of typically between GB£10-£50 or currency equivalent. This is to ensure there are sufficient funds available to cover the final cost of the transaction and to reduce the risk of a negative balance arising on the Card. If your actual service charge or tip is less than the additional amount added or you spend less than the minimum amount when purchasing fuel, it may take up to seven (7) days from the date of the transaction before the difference is available to spend. Only the actual amount of the final bill agreed between you and the merchant will be deducted from the Card. For further information please refer to the FAQs at [www.cashpassport.com/1/en/thomascook/FAQ1/](http://www.cashpassport.com/1/en/thomascook/FAQ1/)
- 3.5 We do not recommend using your Card as: (i) a guarantee of payment, for example as a deposit for hotels, cruise lines or car rental, as merchants such as these may estimate the final bill and this amount will be temporarily unavailable to access or spend; or as (ii) an arrangement for periodic billing as any debits to your Card as a result of such arrangements will be considered to have been authorised by you.
- 3.6 The Card is only for your use and expires on the date on the front of the Card, however, you will still be able to obtain a refund of the balance in accordance with this Agreement.
- 3.7 If the Card is damaged, lost or stolen, you may contact Card Services to request a new Card ("Replacement Card"). Any request for a Replacement Card must be made on or before the Termination Date and the balance of the Card will be transferred to the Replacement Card.
- 3.8 You will be responsible for all transactions made by Additional Card users and for ensuring that every Additional Card is used only in accordance with these Terms and Conditions.

- 3.9 The Card may not be used for money transfer or for accessing or purchasing goods from adult or gambling locations or internet sites and must not be used for any unlawful activity. You must comply with all laws and regulations (including any foreign exchange controls) in respect of the Card, in the country of purchase and/or use.
- 3.10 You can only use your Card if it has a positive balance. In the unlikely event that the balance on your Card drops below zero (0), you agree to reload the Card to bring the balance back to zero (0) or above, within thirty (30) days of request, and pay the applicable negative balance fee.
- 3.11 We are entitled to set off any sum of money on your Card due from you to us against any positive balance on any other Card held by you with us.
- 3.12 You may from time to time receive SMS alerts relating to your account and Card activity. You can stop the SMS alerts at any time by sending 'STOP' to 65300. For more information on the SMS service please visit [www.cashpassport.com/thomascook](http://www.cashpassport.com/thomascook)

### 4 Keeping your Card and PIN secure

- 4.1 You must sign the back of the Card as soon as you receive it.
- 4.2 You must do all that you reasonably can to keep the Card, your PIN and other security details secret and safe at all times and not disclose them to any third party and you must ensure that any Additional Card user complies with this clause in relation to any Additional Card.
- 4.3 You must never allow anyone else to use your Card, PIN or other security information.
- 4.4 We will never ask you to reveal your PIN.
- 4.5 The PIN may be disabled if an incorrect PIN is entered three (3) times. If the PIN is disabled, please contact Card Services to reactivate the PIN. If the PIN is disabled at a point of sale terminal, you may need to reactivate your PIN in the UK. There may be a twenty-four (24) hour delay in reactivating your PIN.
- 4.6 You must call Card Services immediately and without undue delay if your Card is lost or stolen or you believe it could be misused or you suspect that someone else may know your PIN or any other security details. We will suspend the Card to prevent further use. If a lost Card is subsequently found it must not be used unless Card Services confirm it may be used.
- 4.7 You will be required to confirm details of any loss, theft or misuse to us in writing and you must assist us and the police in any enquiries.
- 4.8 We may suspend the Card with or without notice, if we think the Card has been or is likely to be misused; or if you break any important term or you repeatedly break any term and fail to remedy it; or if we suspect any illegal use of the Card. If we do suspend the Card, we will inform you of our decision, unless such disclosure is prohibited by law or would otherwise compromise fraud prevention or security measures.
- 4.9 If you are entitled to a refund for any reason, for goods or services purchased using the Card, this will be made to your 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, or 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.

### 5 Liability for unauthorised transactions

- 5.1 We recommend that you check your transaction history and balance at least once a month. If you notice a Card transaction 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 may request that you provide additional written information concerning any such transaction on our dispute form, which can be found on [www.cashpassport.com/thomascook](http://www.cashpassport.com/thomascook)
- 5.2 We will refund any unauthorised transaction immediately unless we have reason to believe (based on the evidence available to us at the time you report the unauthorised transaction) that the transaction was authorised by you or any Additional Card user, or caused by you or any Additional Card user breaking any important term or repeatedly breaking any term and failing to remedy it, or you allowed it to happen because of your or the Additional Card user's gross negligence, or we have reasonable grounds to suspect fraudulent activity on your or any Additional Card user's part.

- 5.3 If we make an immediate refund in accordance with clause 5.2, or make a refund after investigating the transaction, we reserve the right to reverse the refund if we do not receive a completed dispute form providing details of the unauthorised transaction from you within ten (10) working days of our request.
- 5.4 Further to clause 5.2, if we do not make an immediate refund and you still wish to dispute the transaction as unauthorised, we reserve the right to request additional written information in the form of a statement signed by you providing evidence to support your claim that the disputed transaction was unauthorised. You may be prosecuted in the event you make a fraudulent claim for an unauthorised transaction whether or not you have received a refund.
- 5.5 Where you or any Additional Card user have lost or had the Card or Additional Card stolen or failed to keep the security features of the Card or Additional Card safe in accordance with this Agreement, your maximum liability will be limited to GBP 50, EUR 60, USD 70, AUD 70, NZD 90, CAD 70 or ZAR 500 (depending on the currency of the Card), unless you or any Additional Card user have acted fraudulently or have with intent or gross negligence failed to comply with the Terms and Conditions, in which case you may be liable for the entire loss.
- 5.6 Subject to clauses 5.2, 5.4 and 5.5, where it is determined that you are not liable for an unauthorised transaction, you will not be liable for any of the loss incurred, we will refund the value of that transaction immediately and we will have no further liability to you for any other losses you may suffer. However, if our investigations conclude that the transaction you have disputed has been authorised by you, on your behalf, or by any Additional Card user, or you or any Additional Card user have acted fraudulently, we will not refund the value of the transaction and we may charge you an investigation administration fee of up to GBP 50, EUR 60, USD 70, AUD 70, NZD 90, CAD 70 or ZAR 500 (depending on the currency of the Card).

## 6 Fees and Limits

- 6.1 From time to time we may limit the amount you can load on your Card, or the amount you can withdraw from ATMs or spend at merchants over certain time periods. Some ATM operators also impose their own limits on the amount that can be withdrawn over a specific time period.
- 6.2 For details on the fees that apply to your Card, please refer to the Fees and Limits table in the User Guide, or on [www.cashpassport.com/thomascook](http://www.cashpassport.com/thomascook)

## 7 Redeeming Unspent Funds

- 7.1 You may redeem any unspent funds on your Card through the Purchase Location. Payment will usually be in Sterling and the exchange rate will be determined by the Purchase Location.
- 7.2 You may also redeem the balance of any unspent funds, through Card Services. Payment will only be made to a UK bank or building society account in your name. Redeeming the balance of unspent funds will usually be in Sterling at an exchange rate determined by us. You may redeem the balance of any unspent funds in the foreign currency of the Card through Card Services. When redeeming a balance in the foreign currency of the Card, your bank or building society may apply their own exchange rate fee to convert the funds into Sterling, unless you have an account in the currency of the Card.
- 7.3 A cashout fee may be charged for redeeming unspent funds on the Card at the Purchase Location or through Card Services if: (i) you redeem unspent funds on the Card before the Termination Date; or (ii) you redeem unspent funds on the Card after a period of twelve (12) months from the Termination Date.

## 8 Ending this agreement

- 8.1 Subject to clause 8.7, this Agreement shall terminate in the event of: (i), the later of either the expiry of your Card or the expiry of any Additional Card; (ii) an event occurring under clauses 8.2, 8.3 or 8.4. The date of such termination under this clause 8.1 shall be deemed the Termination Date.
- 8.2 Subject to clause 8.4, we may end this Agreement by giving you at least two (2) months' written notice by letter or email to the address you have provided us.
- 8.3 You may end this Agreement at any time by writing to or emailing Card Services.
- 8.4 We may ask for the return of the Card (including any Additional Card) and end this Agreement, prior to the Termination Date with or without notice, if you break any important term or you repeatedly break any term and fail to remedy it.
- 8.5 Upon ending this Agreement in accordance with these Terms and Conditions, you (or any Additional Card user) will no longer be able to use any Card or Additional Card. The ending of this Agreement will not affect your right (if any) to redeem unspent funds in accordance with clause 7 above.
- 8.6 The provisions of clause 7.3 shall survive termination of this Agreement.
- 8.7 For the purposes of clause 8.1(i), the expiry of your Card shall mean the expiry of the initial Card issued to you under this Agreement (including any Replacement Card). In the event your initial Card expires and you have an active Additional Card, you may request a new Card and Additional Card. Please visit [www.cashpassport.com/thomascook](http://www.cashpassport.com/thomascook) for a reminder of your expiry date.

## 9 Changing the terms

- 9.1 We will notify you of changes to these Terms and Conditions by email or in writing. The latest version of the Terms and Conditions shall be available on [www.cashpassport.com/thomascook](http://www.cashpassport.com/thomascook)
- 9.2 We will notify you of changes at least two (2) months before the change is implemented. If you are dissatisfied with any change you can end the agreement by contacting us. You understand and agree that you will be deemed to have accepted the changes, unless you notify us to the contrary before they come into force.

## 10 Personal Data

- 10.1 We may contact you by telephone, letter, SMS or email at the contact details you provide us. You must let Card Services know immediately if you change your name, address, phone number or email address.
- 10.2 By purchasing the Card and using it, you consent to us and our service providers processing the information we collect from you ("Personal Information"), when we provide you with the Card Services under this Agreement.
- 10.3 We may use your Personal Information to:
- (a) enable us to provide the Card Services and for verification of your address and identity;
  - (b) protect against and prevent fraud, unauthorised transactions, claims and other liabilities;
  - (c) provide, administer and communicate with you about products, services and promotions which we think may be of interest to you (including contests, offers, competitions and promotions), and to notify you about important changes to the features and operations of those products and services. If you do not want to receive marketing information about our products and services, please contact us (see 'Contact details'). You will, however, still receive operational and administrative messages related to the Card Services and any enhancements or changes to the Card Services;
  - (d) operate, evaluate and improve our business (including developing new products and services, managing our communications, determining the effectiveness of our advertising, analysing our products and services, training, performing and producing data reports and analysis that have been anonymised to ensure that they do not identify you as an individual, and performing accounting, billing, reconciliation and collection activities).
- 10.4 We may also share your Personal Information with our service providers who perform services on our behalf, including the Programme Manager.
- 10.5 We may share your Personal Information with credit reference agencies and fraud prevention agencies (i) to make enquiries when you ask for the Card, or to assist us in managing the Card; (ii) to share information about you and how you manage the Card; (iii) if you give us false or inaccurate information or we suspect fraud. These agencies keep a record of our enquiries and may record, use and give out information we give them to lenders, insurers and other organisations to make assessments and to help make decisions on you and members of your household, for debt tracing and to prevent fraud and money laundering.
- 10.6 We may also disclose information about you (i) if we are required to do so by law or legal process, (ii) to law enforcement authorities or other government officials, or (iii) when we believe disclosure is necessary or appropriate to prevent physical harm or financial loss, or in connection with an investigation of suspected or actual fraudulent or illegal activity.
- 10.7 Your Personal Information may be processed outside of the country of purchase (which may be outside of the European Economic Area), but all service providers are required to have adequate safeguards in place to protect your Personal Information.
- 10.8 If you have agreed, we may contact you about other products and services and offers available from selected companies, which we believe may interest you or benefit you financially. If you no longer wish to receive this information, please contact Card Services (see 'Contact details').
- 10.9 You can contact Card Services for a copy of the Personal Information we hold about you. A fee may be charged for this service.
- 10.10 We may monitor or record telephone calls with you to aid us in the provision of the Card Services, to detect or prevent fraud or other crimes, to help improve our service and for staff training purposes.

## 11 Our liability to you

- 11.1 Unless otherwise required by law or as set out in these Terms and Conditions, we will not be liable to you in respect of any losses you or any third party may suffer in connection with the Card, except where such losses are due to a breach by us of these Terms and Conditions or due to our negligence.
- 11.2 We are not responsible for ensuring that ATMs and point of sale terminals will accept the Card, or for the way in which a merchant processes a transaction. We will not be liable to you for disputes concerning the quality of goods or services purchased on the Card or any additional fees charged by the operator of these terminals (for

example when you withdraw currency from an ATM, the ATM provider may charge you an additional fee for the service).

- 11.3 Nothing will limit our liability to you for death or personal injury arising out of our negligence, or for our fraud, or insofar as any limitation or exclusion of liability is prohibited by law.

## 12 Law, Jurisdiction and Language

- 12.1 These Terms and Conditions and any disputes, which arise under them, shall be exclusively governed by English law and subject to the exclusive jurisdiction of the English courts.
- 12.2 We will communicate with you in English. These Terms and Conditions are written and available in English only.

## 13 Third Party Rights

Except for any party referred to in clause 14, nothing in these Terms and Conditions gives any third party (including any Additional Card user) any benefit or right (including any enforcement right).

## 14 Transferring our rights

We may assign any of our rights and obligations under these Terms and Conditions, without your prior consent, to any other person or business, subject to such party continuing the obligations in these Terms and Conditions to you.

## 15 Compensation

This Card is an electronic money product and although it is a product regulated by the UK Financial Conduct Authority and the UK Prudential Regulation Authority, it is not covered by the UK Financial Services Compensation Scheme or any other compensation scheme. However, in order to provide protection to you, the funds held in respect of the Card are held by us, an issuing bank authorised by the UK Prudential Regulation Authority and regulated by the UK Financial Conduct Authority and the UK Prudential Regulation Authority, on trust, to ensure the funds are safeguarded in the unlikely event of insolvency.

## 16 Contact details

- 16.1 If you have any queries regarding the Card, please refer to **[www.cashpassport.com/thomascook](http://www.cashpassport.com/thomascook)**
- 16.2 If you have any further queries, are dissatisfied with the standard of service, you think we have made a mistake in operating the Card or you require information about your Personal Information, please contact us.
- 16.3 We can be contacted using the details in the Contact Us section of the User Guide or by writing to Card Services, Access Prepaid Worldwide Ltd, Worldwide House, Thorpe Wood, Peterborough, PE3 6SB, England.
- 16.4 Any notice sent by either party under these Terms and Conditions by email shall be deemed given on the day the email is sent, unless the sending party received an electronic indication that the email was not delivered; and if by post, shall be deemed given three (3) business days after the date of posting.
- 16.5 We will try to resolve any problems as quickly as possible and in accordance with our complaints procedure, which can be found on **[www.cashpassport.com/thomascook](http://www.cashpassport.com/thomascook)** or is available on request. If your query is not dealt with to your satisfaction, you may be able to refer it to the UK 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)

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**[www.cashpassport.com/thomascook](http://www.cashpassport.com/thomascook)**



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