

Asda Money Currency Card

New!

User Guide

FIND OUT HOW TO:

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



ASDA money

Welcome to your new

ASDA money

PREPAID MASTERCARD® CURRENCY CARD

Here are some easy to follow instructions on using your new Asda Money 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 on your holiday destination, please see the 'Before you go' section on www.cashpassport.com

How to use your Asda Money Currency Card

Just like a debit card, you can use your Asda Money Currency Card at ATMs worldwide 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 Asda Money Currency Card at merchants 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, register your Card and you'll be able to see your

Asda Money Currency Card balance and any recent transactions.

Alternatively, you can phone Card Services to 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 on your Asda Money Currency Card, the exchange rate used by the ATM to calculate the balance on the Card may be different to that applied to your Card and a variation may occur. That's why it is recommended that you use the online or telephone balance enquiry services. Within 'My Account' you will also be able to register your mobile number for SMS text services, including low balance SMS alerts, balance enquiries and mini



statements. Please see your terms and conditions for information on how you can opt out of receiving these.

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 Asda Money Currency Card 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.

Want to put more money onto your Card?

- In store - Just take your Asda Money Currency Card, valid photo ID (e.g. your passport or driving licence) and a form of payment to any in store Asda Money Bureau



- By phone - call Card Services on 0800 260 0355 (from the UK only^{††}) or +44 (0) 203 284 8395 (from other countries^{†††})
- Via internet/telephone banking - visit www.cashpassport.com for more information

^{††} There may be a charge for calls to this number, if phoning from a hotel or mobile phone.

^{†††} 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 0044 (0) 203 284 8395). Calls to this number are not free of charge.

How about buying things online?

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

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 to be deducted from your Card. The cashier should process your Asda Money Currency Card payment first, and then accept the remainder of the balance, however you want to pay it.

Pre-authorisation

It is not recommended that you use your Asda Money Currency Card as a guarantee of payment (usually for hotels, car hire and cruise lines). These companies may estimate the 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 Asda Money Currency Card to settle your final bill.

What if your Card is declined?

Normally, the only time this will happen is if you don't have enough funds on your Card to cover the cost of a purchase. You may be able to use the balance on your Asda Money Currency Card 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

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 on your Card (e.g. using a US Dollar Asda Money Currency Card in the USA) and you opt to pay in Sterling, 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 about using your Card, please get in touch at cardservices@accessprepaidww.com

Please note, queries regarding specific Asda Money Currency Card details cannot be dealt with via email.

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

If your Asda Money Currency Card 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**
Australia	1800 303 297
France	0800 913 263
New Zealand	0800 447 270
South Africa	0800 982 678
Spain	900 933 410
UK	0800 260 0355
USA/Canada	1 877 856 2471

A full list of freephone numbers from over 70 countries is available on www.cashpassport.com

Alternatively, you can use the number below ('Other Countries') to contact Card Services.

Other Countries*** **+44 (0) 203 284 8395**

* The emergency cash service may not be available in every country - depending on the availability of the money transfer network.

** There may be a charge for calls to these numbers, if phoning from a hotel or mobile phone.

*** 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 0044 (0) 203 284 8395). Calls to this number are not free of charge.



Fees and Limits

Please note that the Asda Money Currency Card 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 fee in branch	Please check with the Purchase Location						
Online or phone reload fee	Free, except for GB£ Cards, where a charge of 2% (minimum £3) on all loads and reloads applies						
ATM fee per withdrawal*	Free						
Purchase from merchant (e.g. shops and restaurants)*	Free						
Monthly inactivity fee debited from your Card if it has not been used for 12 months+	\$3.50	€3.00	£2.00	\$4.50	\$4.00	\$5.25	R35
Cash over the counter fee (e.g. at banks and bureaux de change)	\$8.25	€6.00	£4.00	\$10.00	\$10.00	\$12.00	R70
Additional/Secondary Card fee	Free						
Shortfall fee	\$15.00	€15.00	£10.00	\$20.00	\$20.00	\$25.00	R140.00
Cash out fee through Card Services	\$9.50	€7.00	£6.00	\$9.00	\$9.50	\$12.00	R75.00
Cash out fee at the Purchase Location	Please check with the Purchase Location (subject to exchange rate fluctuations)						
SMS text services **	Free						

Limits	US\$	EU€	GB£	AU\$	CA\$	NZ\$	ZAR
Maximum amount you can withdraw from ATMs in 24 hours*	\$800	€700	£500	\$3,500	\$3,000	\$4,000	R8,500
Maximum amount that you can spend at merchants (e.g. shops and restaurants) in 24 hours*	\$5,000	€4,000	£3,000	\$6,000	\$6,000	\$7,500	R40,000
Minimum amount you can load on your Card	\$70	€50	£50	\$100	\$100	\$100	R700
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	R85,000
Maximum load over 12 months***	\$30,000	€25,500	£18,000	\$45,000	\$39,000	\$51,000	R250,000
Cash over the counter limit (e.g. at banks and bureaux de change)	\$250	€200	£150	\$350	\$300	\$400	R2,000
Maximum number of Additional/Secondary Cards linked to the same funds	1						

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

** Network operator charges may apply.

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

+ Such fee will be waived if your Card has a zero (0) balance or if there is not sufficient remaining balance following the debit of any monthly inactivity fee (i.e. if the balance is less than the fee).

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%.

Asda Money Currency Card is issued by R. Raphael & Sons plc, pursuant to license by MasterCard International. MasterCard and the MasterCard Brand Mark are registered trademarks of MasterCard International Incorporated.



For more information, visit www.cashpassport.com and register your Card on 'My Account' to check your balance and view your transactions. Alternatively, call Card Services on one of the (freephone) numbers provided, to access the automated service.

For more information about your Asda Money Currency Card, please visit www.cashpassport.com

Asda Money Prepaid MasterCard® Currency Card™ Terms and Conditions

By purchasing or requesting the Asda Money Currency 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 clause 16 - 'Contact details').

1 In these terms and conditions:

- 1.1 **Purchase Location** means any branch of the business from which you purchased the Card, within the country of purchase.
- 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 and Secondary Card, where applicable.

2 Your Asda Money Currency Card

- 2.1 The Card is a prepaid currency card, which can be loaded in the currency of the Card.
- 2.2 To apply for the Card, you must be at least eighteen (18) years old and a UK resident. We may ask to see evidence of who you are and your address. We may ask for documentary evidence to prove this and/or we may carry out checks on you electronically.
- 2.3 When we perform electronic checks, Personal Information provided by you may be disclosed to a registered credit reference agency or fraud prevention agency, who may keep a record of that information (see clause 10). By purchasing or requesting the Card, you agree to your Personal Information being passed to such agencies for this purpose.
- 2.4 At the time of purchase, you may request an additional Card ("Additional Card"), which can be used as a backup by you, in the same way as the Card, or you may request a secondary Card ("Secondary Card"), which can be used by someone nominated by you to access the funds on the Card.
- 2.5 If you request an Additional Card as a backup for security purposes, only you can use it. If you request a Secondary Card for someone else to access the same funds on the Card, only they can use it. The Secondary Card user must be present at the time of purchase and provide their details prior to the issue of the Secondary Card. We may also need to verify the identity of the Secondary Card user and as the primary cardholder you will be responsible for the Secondary Card and the actions of the Secondary Card user.
- 2.6 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 the Card.
- 3.2 The Card can be used worldwide wherever you see the MasterCard Acceptance Mark at ATMs and MasterCard merchants, including shops, restaurants and online, providing there are sufficient funds available on the 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. Please verify the list of countries with restrictions at www.cashpassport.com.
- 3.3 The amount of each transaction and any associated fees will be deducted from the balance on the Card. Merchants that accept the Card are required to seek authorisation from us for all the transactions that you make 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 There are circumstances, when using the Card at certain merchants, including hotels and restaurants, where you may be required to have an available balance on the Card greater than the value of the transaction you wish to make. This amount will be reserved to cover tips/gratuities, temporarily reducing the balance on the Card. This is required as the merchant may need to access more funds than you initially planned to spend, however you will only be charged for the actual and final amount of the transaction you make.
- 3.5 We do not recommend using the 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 replacement 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 you or any Secondary Card user and for ensuring that any Secondary Card is used only in accordance with this Agreement.
- 3.9 The Card may not be used for money transfers (i.e. the sending of funds to a third party) or to access money transfer services, 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 the Card if it has a positive balance. In the unlikely event that the balance on the 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 Shortfall fee.
- 3.11 We are entitled to set off any sum of money on the 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 the Card activity. You can stop the SMS alerts at any time by sending 'STOP' plus the last four (4) digits of the Card number to '65300'. For more information on the SMS service, please visit www.cashpassport.com

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 and your PIN and other security details secret and safe at all times and not disclose them to any third party.
- 4.3 You must never allow anyone else to use the 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 for assistance. If the PIN is disabled at a point of sale terminal abroad, 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 you lose the Card or 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 Card Services 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 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, 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.
- 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 Secondary Card user, or caused by you or any Secondary Card user breaking any important term or repeatedly breaking any term and failing to remedy it, or was allowed to happen because of your or the Secondary Card user's gross negligence, or we have reasonable grounds to suspect fraudulent activity on your or any Secondary 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 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 Secondary Card user have lost or had the Card or Secondary Card stolen or failed to keep the security features of the Card or Secondary 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 Secondary Card user have acted fraudulently or have with intent or gross negligence failed to comply with this Agreement, 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 Secondary Card user, or you or any Secondary 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 the Card, or the amount you can withdraw from ATMs or spend at merchants over certain time periods. Some merchants and ATM operators also impose their own limits on the amount that can be spent or withdrawn over a specific time period.
- 6.2 For details on the fees that apply to the Card, please refer to the fees and limits table in the User Guide, or on www.cashpassport.com

7 Redeeming Unspent Funds

- 7.1 You may redeem any unspent funds on the 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 to convert the funds into Sterling, unless you have an account in the currency of the Card.
- 7.3 A Cash out 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 and end this Agreement in accordance with clause 8.3; or (iii) 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 the expiry of your Card or any Secondary Card ("Termination Date").

- 8.2 Subject to clause 8.4, we may end this Agreement prior to the Termination Date 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 prior to the Termination Date at any time by writing to or emailing Card Services.
- 8.4 We may ask for the return of the Card or any Secondary 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 the terms and conditions, you will no longer be able to use the Card or any Secondary 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 shall survive termination of this Agreement.
- 8.7 For the purposes of clause 8.1, the expiry of the 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 or Secondary Card, you may request a new Card and Additional or Secondary Card. Please visit www.cashpassport.com for a reminder of your expiry date.

9 Changing the terms

- 9.1 We will notify you of any changes to this Agreement by email or in writing. The latest version of the Agreement shall be available on www.cashpassport.com
- 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 Card Services. You understand and agree that you will be deemed to have accepted the changes, unless you notify Card Services 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 this Agreement, 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 this Agreement 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 This Agreement and any disputes, which arise under it, 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. This Agreement is written and available in English only.

13 Third Party Rights

Except for any party referred to in clause 14, nothing in this Agreement gives any third party (including any Secondary Card user) any benefit or right (including any enforcement right).

14 Transferring our rights

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

15 Compensation

This Card is an electronic money product and although it is a product regulated by the UK Financial Services 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 regulated by the UK Financial Services 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
- 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 Card Services.
- 16.3 We can be contacted using the details in the 'Contact details' 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 this Agreement 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) working days after the date of posting.
- 16.5 We will try to resolve any problems as quickly as possible and in accordance with the complaints procedure, which can be found on www.cashpassport.com 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, England; Telephone 0845 080 1800; Email: complaint.info@financial-ombudsman.org.uk. You can find more information on the UK Financial Ombudsman Service on their website: www.financial-ombudsman.org.uk

For all your Asda Money Currency Card needs, visit **www.cashpassport.com**

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