

## DEBENHAMS TRAVEL MONEY PREPAID MASTERCARD® TERMS AND CONDITIONS AUG 2014

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU ACTIVATE YOUR CARD. THIS INFORMATION FORMS THE AGREEMENT OF YOUR DEBENHAMS TRAVEL MONEY PREPAID MASTERCARD. BY ACTIVATING YOUR CARD YOU ACCEPT THIS AGREEMENT. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND, PLEASE CONTACT CUSTOMER SERVICES USING THE CONTACT DETAILS AT PARAGRAPH 21 OF THIS AGREEMENT.

### 1. DEFINITIONS

**'Account'** - The electronic Account associated with your Card.  
**'Account Number'** - This is your unique personal account number, and is found on the back of your Card.  
**'Agreement'** - This Cardholder agreement as varied from time to time.  
**'ATM'** - Automated Teller Machine  
**'Available Balance'** - Value of funds loaded onto your Card and available for use.  
**'Business Days'** - The days of Monday to Friday between the hours of 9am - 3pm but does not include bank holidays in the United Kingdom.  
**'Card'** - The Debenhams Travel Money prepaid Card issued to you under this Agreement.  
**'Card Number'** - The 16 digit number on the front of your Card  
**'Cardholder'** - You, the person entering into this Agreement with us  
**'Customer Services'** - The contact centre for dealing with queries about your Card. Contact details for Customer Services can be found in paragraph 21. Calls to Customer Services are charged by your network provider.  
**'Debenhams'** - Debenhams Retail PLC, a company registered in England and Wales with number 83395 whose registered address is 10 Brock Street, Regent's Place, London, NW1 3FG.  
**'EEA'** - The European Economic Area which currently includes all countries in the European Union together with Iceland, Norway and Liechtenstein.  
**'e-money'** - The electronic money associated with your Card.  
**'EUR'** - Euro also referred to in this Agreement using the symbol, €.  
**'Full Deductible Amount'** - The full transaction amount, including the transaction itself along with any associated fees, charges and taxes.  
**'MasterCard'** - MasterCard® International Incorporated whose head office is at 2000 Purchase Street, Purchase, New York 10577 USA.  
**'MasterCard Acceptance Mark'** - The MasterCard International Incorporated Brand Mark, indicating acceptance of the Card.  
**'Merchant'** - A retailer, or any other person, firm or corporation that accepts cards which display the MasterCard Acceptance Mark.  
**'My Account'** - The area on the Website that allows you to register for online access to your Account, top up your Card, and view details of your Available Balance and transaction history. My Account provides up-to-date information about your Account and you will need to register and have internet connection in order to access it.  
**'PIN'** - Your four digit personal identification number for use with the Card.  
**'USD'** - United States Dollar, also referred to in this Agreement using the symbol, \$.  
**'we', 'us' or 'our'** - PrePay Technologies Limited, a company registered in England and Wales with number 04008083 who can be contacted at PO Box 3883, SWINDON, SN39EA.  
**'Website'** - <http://finance.debenhams.com/travel-money/overview/> website address allowing you to access your personal Card information  
**'you', 'your'** - The Cardholder.

### 2. SCOPE OF THIS AGREEMENT

2.1 Your Card is an e-money prepaid card. This is not a credit, charge or debit card.  
2.2 Your Card has been issued by us pursuant to a licence from MasterCard International Incorporated. The Card is an electronic money product and the electronic money associated with it is provided by us, and will be denominated in EUR or USD. We are regulated by the Financial Conduct Authority for the issuance of electronic money (FRN 900010). Your rights and obligations relating to the use of this Card are subject to this Agreement between you and us; you have no rights against MasterCard International Incorporated or its affiliates. If you experience any difficulties in using the Card you should contact Customer Services. The Card remains our property.  
2.3 This Agreement is written and available only in English and we undertake to communicate with you in English regarding any aspect of your Card or Account.  
2.4 You agree that we may communicate with you by e-mail for issuing any notices or information about your Account or Card and therefore it is important that you ensure you keep your e-mail address updated via My Account.

### 3. PURCHASE, RECEIPT AND ACTIVATION OF CARDS

3.1 You may only apply for a Card if you are 18 years old and resident in the UK, and you may hold up to five Cards per Account at any one time. There is a maximum limit of 12 Cards per household.  
3.2 We will issue your Card to you on the basis of the information that you have provided. You agree to provide accurate personal information and to tell us of any changes as soon as possible so that our records remain correct.  
3.3 When you receive your Card, you must sign it immediately.  
3.4 You will be given your PIN when you receive your Card. You should never reveal your PIN to anybody. We will not reveal your PIN to a third party. If you forget your PIN you can obtain a reminder by contacting Customer Services.  
3.5 You can change your PIN at most UK ATMs. When you change your PIN, you must not select a PIN that may be easily guessed, such as a number that:  
3.5.1 is easily associated with you, such as your telephone number or birth date; or  
3.5.2 is part of data imprinted on the Card; or  
3.5.3 consists of the same digits or a sequence of running digits; or  
3.5.4 is identical to the previously selected PIN.

### 4. USE OF CARDS

4.1 Your Card can be used at any Merchant (fees may apply, see paragraph 12). Your Card can be used to make purchases in-store and withdraw cash from ATMs bearing the MasterCard Acceptance Mark. You can withdraw up to €400 per day for EUR Cards, or \$500 per day for USD Cards, but some Merchants or ATMs may have lower limits. Please note that extra ATM fees in addition to those shown in paragraph 12 may be charged by ATM providers.  
4.2 The Card is intended for use in countries in which the national currency is that of the e-money loaded on to your Card and this Agreement is entered into on that basis. If a Merchant or ATM offers you the choice to make your purchase in the currency in which your Card is issued or another currency, then you should choose to make the purchase in the currency in which your Card is issued in order to obtain the maximum benefit from your Card.  
4.3 You can authorise each transaction on your Card at any Merchant by entering your PIN or other security code, if the Merchant does not accept chip and PIN authorisation, the Merchant may allow you to authorise the transaction by signature of the receipt. Please be aware that you may not usually stop a transaction once it has been authorised as at this point it is deemed to be received by us. We cannot cancel authorised payments that have not yet been processed. You will need to be responsible for all transactions where you authorise such transaction, regardless of the manner of such authorisation.  
4.4 Your Card is a prepaid card, which means that the Card's Available Balance will be reduced by the Full Deductible Amount. You must not use your Card if the Full Deductible Amount exceeds the Available Balance. If, for any reason, a transaction is processed for an amount greater than the Available Balance on your Card, you must repay us the amount by which the Full Deductible Amount exceeds your Available Balance within 14 days of receiving an invoice from us. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.  
4.5 Due to security safeguards, Merchants that accept your Card are required to seek authorisation from us for all of the transactions that you make. There are some circumstances where Merchants may require you to have an Available Balance greater than the value of the transaction you wish to make. You will only be charged for the actual and final value of the transaction you make. Merchants request this as they may need to access more funds than you initially planned to spend. For example:  
4.5.1 Hotels, restaurants and rental cars - As Merchants may not be able to accurately predict how much your final bill will be, they may request an authorisation for funds greater than your Available Balance. This is called pre-authorisation. We suggest that you consider using an alternative card for pre-authorisations and that you use your Travel Money Card when checking out. You will not be charged twice by the hotel.  
4.5.2 Internet Merchants - certain internet Merchant sites will, on registration or at checkout stage, send a request for payment authorisation to verify if funds are available; this will temporarily impact your Available Balance. Also please bear in mind that many sites won't deduct payment until goods are dispatched so please be aware of this when checking your balance and ensure that funds are always available to cover your purchases.  
4.6 Your Card cannot be used in situations where it is not possible to obtain online authorisation that you have sufficient balance for the transaction. For example: transactions on trains, ships, and some inflight purchases.  
4.7 Your Card should not be used as a form of identification. We will decline any authorisation requests from Merchants using your Card for identification purposes.  
4.8 Your Card cannot be used at self service petrol pumps. You can use your Card to pay by taking it to the cashier.  
4.9 Your Card may not be used for any illegal purpose or in any manner prohibited by law  
4.10 The Available Balance on your Account will not earn any interest.  
4.11 We may request you to surrender the Card at anytime for a valid reason in accordance with the

provisions at paragraph 16 of this Agreement. Where we do so, we will give you back your e-money in accordance with paragraph 8 of this Agreement (free of redemption fee charge).

4.12 If a Merchant agrees to give a refund for a purchase made using your Card, we will make the refund when we receive the funds from the retailer.

### 5. TOP UP OF YOUR CARD

5.1 You may top up your Card and additional Cards up to a maximum balance of €5000 or \$7,500 per Account. Any initial top up load that you make will be subject to a minimum top up amount of €100 or \$150. Subsequent loads will have no set minimum.  
5.2 Unless stated otherwise, top-ups will be credited to your Available Balance when we receive your money. You can only top-up your Card in Debenhams stores with currency purchased in those shops by using cash or a debit card. Top-ups made at Debenhams stores will be credited to your Available Balance immediately.  
5.3 We reserve the right to suspend or terminate the right to top-up your Card at any time without notice.

### 6. CHECKING BALANCE

6.1 You can check your balance and transaction history for free by visiting My Account. You can also check your balance by calling Customer Services. Provided that you have registered your mobile phone number in My Account then you can choose to check the Available Balance on your Card by texting 'BALANCE XXX' (where XXX is your 14 digit My Account number) to +44 (0) 7786 200 117. In the event that you choose to use this service then your mobile service provider will charge standard network fees for each SMS message. You acknowledge that such fees may be at international rates and we suggest that you check with your mobile service provider to confirm the applicable fees.

### 7. CARD EXPIRY

7.1 The expiry date of your Card is printed on the front of the Card. You should not use your Card after it expires. If you would like to apply for a replacement Card please ask in-store at Debenhams branches containing an FX bureau (fees may apply, see paragraph 12). Alternatively you can request a refund of the Available Balance, made according to the provisions of paragraph 8.  
7.2 No transactions will be processed once your Card has expired.  
7.2.1 If you opt to have your Card renewed, you'll be issued a new Card (fees may apply, see paragraph 12).  
7.2.2 If you tell us you do not want your Card renewed or you do not request a refund of the Available Balance we will close your Account on the expiry date. Any outstanding Available Balance on the Card at expiry will remain yours for a period of six years from the expiry date. Within these six years, you can request a refund anytime in-store at Debenhams branches containing an FX bureau. We will not return any funds remaining on the Card in excess of six years from expiry of the Card and this Agreement will terminate.

### 8. REDEMING E-MONEY

8.1 If you would like to terminate your Card and redeem any unused funds you will be charged a fee of €5 or \$7.50, or the total Available Balance if lower than the redemption fee, to cover redemption costs on each occasion that you redeem, if you redeem all or part of your balance at the following times:  
8.1.1 before the expiry date of your Card or replacement Card;  
8.1.2 before you or we terminate this Agreement prior to the Card expiry date;  
8.1.3 more than 12 months after: (i) your Card or replacement Card expires, or; (ii) this Agreement is terminated, (as applicable). You will be reminded of this fee before redemption.  
8.2 Please note that if your balance is €5 or \$7.50 or less and you want to redeem in the circumstances listed above, the fee will equal your balance which will be reduced to zero.  
8.3 You may redeem funds as long as;  
8.3.1 we believe you have not acted fraudulently; and  
8.3.2 we are not prohibited from doing so by any applicable law, regulation, court order or instruction or guidance of a competent regulatory authority or agency.  
8.4 You can obtain redemption of any unused funds in-store at Debenhams branches containing an FX bureau. You acknowledge that all redemptions will be made to you in pounds sterling regardless of the currency in which your Card is issued, at the exchange rate advertised in the Debenhams store. All redemptions will be paid by cash in pounds sterling.  
8.5 If we find any additional withdrawals, fees or charges have been incurred on your Card following the processing of your redemption funds, we'll send an itemised invoice to you and we will require you to refund us immediately after receiving the invoice. Should you not repay this amount immediately after receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

### 9. CARDHOLDER LIABILITY AND AUTHORISATIONS

9.1 We may restrict or refuse to authorise any use of your Card in any legal jurisdiction if using the Card is causing or could cause a breach of this Agreement or if we have reasonable grounds for suspecting that either you or a third party has committed or is about to commit a crime or other abuse in connection with the Card.  
9.2 Where appropriate, any refusal to authorise a transaction will be relayed to you via the Merchant concerned.  
9.3 You must sign your Card as soon as you receive it and keep it safe.  
9.4 You will be liable for all unauthorised transactions that arise from the use of a lost or stolen Card or the misappropriation of the Card if you fail to:  
9.4.1 keep the Card and/or security features of the Card safe, or  
9.4.2 notify us that your Card is lost or stolen.  
9.5 You should never:  
9.5.1 allow another person to use your Card; or  
9.5.2 write down your password(s), PIN or any security information unless you do this in a way that would make it impossible for anyone else to recognise any of that information, or  
9.5.3 disclose your PIN or any security information, or otherwise make it available to any other person, whether verbally or by entering it in a way that allows it to be observed by others or otherwise; or  
9.5.4 enter the PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached or is operating in a suspicious manner.  
9.6 You will be responsible for all the transactions that you authorise, whatever the manner of such authorisation.  
9.7 You will be liable for all transactions that take place as a result of you acting fraudulently or failing to comply with this Agreement with intent or gross negligence. Any such transactions and any fees and charges relating to such transactions will be deducted from the Available Balance on your Card.  
9.8 It is your responsibility to keep us updated of changes to your personal details, including e-mail address and mobile number. Failure to do so may result in us being unable to contact you regarding your Account, including the provision of refunds to which you might be entitled or to let you know about changes to this Agreement.  
9.9 You agree to indemnify and hold harmless us and our distributors, partners, agents, sponsors, and service providers and their group companies for and against the costs of any legal action taken to enforce this Agreement and/or any breach of this Agreement or fraudulent use of your Card or PIN by or authorised by you.

### 10. LOST, STOLEN OR DAMAGED CARDS

10.1 You should treat the e-money on your Card like cash in a wallet. If you lose your Card or it is stolen you may lose any e-money on it in just the same way as if you lost your wallet unless you contact Customer Services.  
10.2 In the event of loss, theft, fraud or any other risk of an unauthorised use of your Card, or if your Card is damaged or malfunctions, you must immediately contact Customer Services or attend a Debenhams store containing an FX bureau.  
10.3 In the event that you notify us in accordance with this Agreement that your Card has been lost or stolen you will be liable for a maximum of £50 of any loss that takes place prior to you contacting Customer Services.  
10.4 Provided that you have given notification in accordance with paragraph 10.2 and that paragraph 10.5 does not apply, then you will not be liable for losses that take place following the date on which you gave such notification to Customer Services or at a Debenhams store containing an FX bureau. If there is an Available Balance remaining on your Card, a replacement Card will be available in-store at Debenhams branches containing an FX bureau and your last Available Balance will be transferred onto it (fees may apply, see paragraph 12). If you would like to receive a replacement Card, you will be required to have a minimum Available Balance of €100 or \$150, or you will be required to top up your Card to meet the minimum balance requirement. Alternatively, your Available Balance can be redeemed to you in-store at Debenhams branches containing an FX bureau.  
10.5 In the event that we have reason to believe you have acted fraudulently or you have acted with gross negligence or intentionally in failing to notify us of the lost or stolen Card or you have failed to keep your Card or security information related to your Account safe or you have breached this Agreement then you shall be liable for all losses.

## 11. TRANSACTIONS MADE IN FOREIGN CURRENCIES

11.1 If you make a transaction in a currency other than EUR or USD (a 'foreign currency transaction'), the amount deducted from your Account will be converted to the currency in which your Card is issued on the day we receive details of that foreign currency transaction. We will use a rate set by MasterCard® which will be available on each Business Day, and changes in the exchange rate shall take effect immediately. Exchange rates can fluctuate and they may change between the time a transaction is made and the time it is deducted from your Available Balance. For transactions made within the EEA in an EEA currency you can find out the MasterCard exchange rate by emailing Customer Services. We will charge a foreign exchange fee for all foreign currency transactions (see paragraph 12).

## 12. FEES

12.1 The Cards are subject to certain fees as follows:

	Instant Issue EUR	Instant Issue USD
Card application Fee	Free	Free
Monthly Fee	Free	Free
Cash withdrawal (ATM)	€2	\$3
Transaction Fee (POS & Internet)	Free	Free
Additional foreign transaction Fee	3%	3%
Top Up - Debit card	Free	Free
Internet Gambling Fee	Free	Free
Internet and IVR enquiry	Free	Free
Text (mobile phone) balance enquiry	Free	Free
Call centre enquiry	Free	Free
Replacement card - Assume UK Delivery to home address.	€5	\$7.50
Replacement card on Expiry	Free	Free
Paper statement	Free	Free
PIN Change at ATM	Free	Free
PIN Reminder	Free	Free
Cancel card / Redemption Fee (if applicable)	€5	\$7.50

12.2 We will deduct any taxes or charges due from the Available Balance on your Card. If there is no Available Balance on your Card, or taxes or charges exceed the balance of funds available, we shall send an invoice to you and will require you to refund us within 14 days of the invoice. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

## 13. DISPUTES

13.1 If you have a reason to believe that a transaction for which your Card was used is unauthorised or have been posted to your Account in error, then at your request we will examine your Account and the circumstances of the Transaction. We strongly recommend that you check My Account on a regular basis as it is updated on the date of the relevant transaction and notify us by contacting Customer Services, but in any event within 13 months of the date of the relevant transaction. Any delay in notifying us makes it more difficult for us in investigating the transaction. If you dispute a transaction, the Merchant must be able to prove that the transaction actually took place.

13.2 We will immediately refund the amount to your Account to the position it would have been in if the unauthorised transaction had not taken place. We will have no further liability to you. If we subsequently discover that you were not entitled to a refund, we shall treat the refund as a mistake and be entitled to reapply the transaction, including any interest and charges to your Account. In this event we will charge you a £10 administration fee.

13.3 If there are reasonable grounds for thinking that you may not be entitled to a refund (based on the evidence available to us at the time you report the unauthorised transaction), we may investigate before giving you a refund.

13.4 You will be liable for all transactions made from your Account(s);

13.4.1 if you have acted fraudulently; or

13.4.2 if the transaction was made because you deliberately or with gross negligence failed to keep your Card or Card details secure or your PIN or other security information secret;

13.5 Where you have agreed that another person in the EEA can take a payment from your Account (e.g if you have given your Card details to a Merchant for the purpose of making a payment) you can ask us to refund a payment if all the following conditions are satisfied:

13.5.1 the authorisation you gave did not specify the exact amount to be paid;

13.5.2 the amount that has been charged to your Account was more than you could reasonably have expected to pay based on the circumstances including previous spending patterns; and

13.5.3 you make the refund request within eight weeks of the date when the payment was charged to your Account.

## 14. VARIATION

14.1 We may change this Agreement, including charges, fees and limits, by providing you with at least two months' prior notice by email (provided that you have supplied us with an up to date email address) and will ensure the most recent version is always available on the Website.

14.2 You may terminate your Card any time and free of any redemption fee, within the two months' notice period if you do not agree with the changes to the Agreement. However, in the event that you do not cancel during this period then you will be deemed to have accepted them and the changes will apply to you.

## 15. CANCELLATION

15.1 You may cancel your Card before activating it and up to 14 calendar days after the date of activation ('the cancellation period') by writing to Customer Services. This does not apply to replacement Cards where the cancellation period for the Card has expired.

15.2 Upon cancellation within the cancellation period, Debenhams will refund to you the Available Balance on your Card.

15.3 You may terminate your Card any time after the cancellation period by exercising your rights under paragraph 16.5. You will not be charged for cancelling your Card, however a redemption fee will apply if you choose to redeem the Available Balance on your Account (see paragraph 12).

## 16. TERMINATION OR SUSPENSION

16.1 We can terminate this Agreement at any time:

16.1.1 if we give you two months' notice and refund the Available Balance to you; or

16.1.2 with immediate effect if you have breached this Agreement, or if we have reason to believe that you have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes or if we can no longer process your transactions due to the actions of third parties.

16.2 We can suspend your Card at any time with immediate effect (and until your default has been remedied or the Agreement terminated) if:

16.2.1 we discover that any of the information that you provided to us when you applied for your Card was incorrect; or

16.2.2 a transaction has been declined because of a lack of Available Balance; or

16.2.3 you have breached this Agreement or we have reason to believe that you have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes or if we cannot process your transactions due to the actions of third parties.

16.3 In the event that we do suspend or cancel your Card then if we are able to do so, we will tell you in advance, otherwise we will let you know immediately afterwards. We may advise anyone involved in the transaction if a suspension has taken place.

16.4 In the event that any additional fees are found to have been incurred on your Card following termination by either you or us, then subject to this Agreement, you shall refund to us any sum which relates to a withdrawal on the Card or fees and/or charges validly applied whether before or after termination. We will send an invoice to you and will require you to refund us within 14 days. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover monies outstanding.

16.5 You can terminate this Agreement at any time following the cancellation period by contacting Customer Services.

## 17. OUR LIABILITY

17.1 Our liability in connection with this Agreement (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall be subject to the following exclusions and limitations:

17.1.1 we shall not be liable for any default resulting directly or indirectly from any cause beyond our control, including but not limited to, a lack of funds and/or failure of network services at ATMs, maximum withdrawal limits set by ATM operators and failure of data processing systems;

17.1.2 we shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;

17.1.3 where the Card is faulty due to our default, our liability shall be limited to replacement of the Card, or at our choice, redemption of the Available Balance;

17.1.4 where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount;

17.1.5 in the unlikely event that sums are deducted from your Available Balance but you did not authorise such deduction in accordance with this Agreement then our liability shall be as set out in paragraph 13; and

17.1.6 in all other circumstances of our default, our liability will be limited to redemption of the Available Balance.

17.2 Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.

17.3 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

17.4 The above exclusions and limitations set out in this paragraph 17 shall apply to any liability of our affiliates such as MasterCard, Debenhams or other suppliers, contractors, agents or distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement.

## 18. YOUR INFORMATION

18.1 You may provide us with personal data from time to time in connection with your Card. Some personal data will be necessary for us to provide you with the Card and services under this Agreement. You must notify us immediately of any change to your personal data by contacting Customer Services.

18.2 We and our affiliates are committed to maintaining your personal data in accordance with the requirements of the Data Protection Act 1998 and will take all reasonable steps to ensure that your personal data is kept secure against unauthorised access, loss, disclosure or destruction. Except as required by law, or in accordance with this Agreement, your personal information will not be passed to anyone without your permission. To comply with Anti-Money Laundering Regulations, we are required to request evidence of identity from you and may use an ID verification agency or credit reference agency (whose names and addresses will be provided to you on request) both prior to and following issue of your Card for this purpose and who will record that an entry has been made.

18.3 You agree that we can use your personal data in connection with the Card, and the e-money associated with the Card, to contact you about replacement Cards, and to enable us to review, develop and improve our products and services. This may involve providing your personal data to our affiliates, agents, distributors, and suppliers including MasterCard and its affiliates to process transactions and for their statistical research and analytical purposes. We may use or share your personal data with Debenhams for direct marketing purposes. If you do not wish to receive any marketing material please select "marketing opt out" in your online My Account or contact Customer Services. We may also transfer your personal data outside of the EEA to enable you to use the Card while you are travelling. We may also disclose your personal data as required by law, regulation or any competent authority or agency to investigate possible fraudulent, unlawful or unauthorised activity.

18.4 You may contact us at anytime to request us to stop such use or further disclosure to other companies for such use.

18.5 You have a right to inspect the personal data we hold about you however we will ask you to pay an inspection fee of £10 to cover our costs. For further information contact Customer Services.

18.6 If we discover that the information we hold about you is incorrect, we may have to suspend or cancel your Card until we can establish the correct information, in order to protect us both.

## 19. COMPLAINTS PROCEDURE

19.1 Complaints regarding any element of the service provided by us should be sent to Customer Services in writing, by e-mail or by calling.

19.2 All complaints will be subject to our complaints procedure. We will provide you with a copy of our complaints procedure upon request and, if we receive a complaint from you, a copy of our complaints procedure will automatically be posted to you.

19.3 If we fail to resolve your complaint to your satisfaction you may refer your complaint to the Financial Ombudsman Service (Exchange Tower, London E14 9SR; phone 0800 023 4567).

Details of the service offered by the Financial Ombudsman Service are available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## 20. GENERAL

20.1 Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

20.2 If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

20.3 You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the sole party to the contract between us. You will remain liable until all Cards issued to you are cancelled or have expired and all sums due under this Agreement have been paid by you in full. We may assign our rights and benefits at any time without prior written notice to you. We may subcontract any of our obligations under this Agreement.

20.4 No third party who is not a party to this Agreement has a right to enforce any of the provisions in this Agreement, save that MasterCard and its affiliates may enforce any provision of this Agreement which confers a benefit or a right upon them and a person specified in paragraph 17.4 may enforce paragraph 17.

20.5 This Agreement contains the information set out in Schedule 4 of the Payment Service Regulations 2009 and you can obtain a copy of this Agreement at any time by visiting My Account or the Website.

20.6 This Agreement is governed by English law and you agree to the exclusive jurisdiction of the courts of England and Wales.

20.7 The Financial Services Compensation Scheme is not applicable for the Card. No other compensation schemes exist to cover losses claimed in connection with the Card. We will however safeguard your funds so that if we become insolvent the e-money issued by us is protected.

## 21. CONTACTING CUSTOMER SERVICES

21.1 If you need assistance, you can contact Customer Services by e-mailing [customerservices@debenhamstravelcard.com](mailto:customerservices@debenhamstravelcard.com) or by writing to Customer Services at 360 money, PO Box 3883, SWINDON, SN39EA or by telephoning UK 0207 118 1130 between the hours of 8.00am and 7.00pm on Monday to Friday; and the hours of 9.00am and 5.00pm on Saturday. General Customer Services (Operator assisted) will be charged at your standard network rate, and you will need the permission of the bill payer before calling. A Lost and Stolen service is also available 24 hours a day, 7 days a week on the same phone number, by pressing Option 1.

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