

# Post Office<sup>®</sup> Money Card

Terms and Conditions  
November 2013

POST  
OFFICE<sup>®</sup>



Your money card

Handled with care

# Post Office® Money Card Terms and Conditions November 2013

Please read this Agreement carefully before You open Your Account with Us. This information forms the Terms and Conditions of Your Post Office® Money Card. By activating Your Card You are confirming that You accept the Terms and Conditions and that You accept the conditions for redemption including when a redemption fee will be payable as stated in paragraph 7.

Your rights and obligations in relation to Your Card are as set out in this Agreement.

You also accept the risks highlighted in paragraphs 2.3 and 16.4 of this Agreement. If there is anything You do not understand or agree with, please contact Customer Services using the contact details in paragraph 18 of this Agreement.

You can download a copy of this Agreement at any time from the Website.

## 1. Definitions & Interpretations

The following capitalised words and phrases will have the following meanings:

**“Account”** means the electronic Restricted Cardholder Account or Verified Cardholder Account. You can only hold one Account at any point in time.

**“Account Limit”** means the maximum amount of e-money You are able to hold on Your Account.

**“Agreement”** means this agreement between You and Us regulating the operation of Your Account which can be varied from time to time.

**“ATM”** means automated teller machine, i.e. cash dispenser.

**“Available Balance”** means the value of unspent funds loaded onto Your Account and available to pay for Transactions and fees and charges payable under this Agreement.

**“Business Days”** means the days of Monday to Friday but does not include bank or public holidays taken in England and Wales.

**“Card”** means any Post Office® Money Card issued to You under this Agreement. Each Card will be associated to a particular Account that You hold for the purpose of enabling You to access the e-money on that Account for the purpose of making Transactions. Your Card will either be ‘Pay Monthly’ or ‘Pay As You Go’ with their respective fees and limits (details of the limits and fees can be found in paragraph 9).

**“Card Number”** means the 16 digit number on the front of Your Card.

**“Cardholder”** means You, the person entering into this Agreement with Us.

**“Cross Border Fee”** means the fee We charge You whenever a Transaction is carried out in a currency other than the currency of the Card. Details of the Cross Border Fee can be found in paragraph 9.

**“Customer Services”** means the contact centre for dealing with queries about Your Card. If there is anything You do not understand or agree with please contact Customer Services. The contact details for Customer Services can be found in paragraph 18.

**“EEA”** means the European Economic Area which currently includes all countries in the European Union together with Iceland, Norway and Liechtenstein.

**“e-money”** means the electronic money held on Your Account.

**“FRES”** means First Rate Exchange Services Limited, a company registered in England and Wales with company number 4287490 whose registered office is at Great West House, Great West Road, Brentford, London, TW8 9DF, United Kingdom. FRES is a joint venture company set up by Post Office and Bank of Ireland.

**“Full Deductible Amount”** means the full transaction amount, including the Transaction itself along with any associated fees, charges and taxes.

**“MasterCard®”** means MasterCard International Incorporated whose head office is at 2000 Purchase Street, Purchase, New York, 10577 USA.

**“Merchant”** means a retailer, or any other person, firm or corporation that accepts cards which display the MasterCard Acceptance Mark.

**“PIN”** means Your four digit personal identification number for use with the Card.

**“Post Office”** means Post Office Limited, a company registered in England and Wales with company number 2154540 whose registered office is at 148 Old Street, London, EC1V 9HQ, United Kingdom.

**“Purchase Transaction”** means any payment made to a Merchant using Your Card or Card details.

**“Rate of Exchange”** means the rate as determined by MasterCard to carry out a currency conversion whenever a Transaction is carried out in a currency other than the currency of the Card. The Rate of Exchange is variable and will be applied to the Transaction on the date the Transaction is charged to Your Account.

**“Restricted Cardholder Account”** means an Account with limits. Please see paragraph 3.6 for details.

A **“Shortfall”** occurs when a Transaction is completed when there are insufficient funds on the Card for that Transaction.

**“Transaction”** means a retail sale, ATM withdrawal, or where available, an over the counter cash withdrawal at a Post Office branch completed by You using Your Card.

**“Verified Cardholder Account”** means an Account where an enhanced customer identity check has been completed. The Verified Cardholder Account is subject to the enhanced loading limits set out in paragraph 9 below.

**“We”, “Us” or “Our”** means R. Raphael & Sons plc (Company Registration No. 1288938) with its head office and registered office at Albany Court Yard, 47/48 Piccadilly, London W1J 0LR (“Raphaels Bank”). We are a bank, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 161302 and are permitted to issue e-money.

**“Website”** means the Money Card section of the Post Office® website located at [www.postoffice.co.uk/moneycard](http://www.postoffice.co.uk/moneycard) or such other URL as

designated from time to time that allows You access to Your personal Card information including Account balance and Transaction history. The Website provides up-to-date information about Your Account and You will need an internet connection in order to access it.

“You”, “Your” means the Cardholder.

## 2. Your Card

- 2.1. Your Card is an e-money prepaid card. It is not a credit, charge or debit card.
- 2.2. Your Card has been issued by Raphaels Bank, pursuant to licence from MasterCard. 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 or their respective affiliates. If You experience any difficulties in using the Card You should contact Customer Services. The e-money held in Your Account is provided to You by Us, and will be denominated in Sterling. The Card remains the property of Raphaels Bank. Your Card is not in any way connected to Your bank account.
- 2.3. Your Card is an electronic money product and although it is a product regulated by the Financial Conduct Authority, it is not covered by the Financial Services Compensation Scheme. No other compensation scheme exists to cover losses claimed in connection with Your Card. This means that in the unlikely event that We become insolvent Your funds may become valueless and unusable and as a result You may lose Your money.
- 2.4. These Terms and Conditions are written and available in English and We undertake to communicate with You in English regarding any aspect of Your Card or Account.
- 2.5. Any Transactions on the Card will be executed and recorded in pounds Sterling.
- 2.6. Your Card is not transferable, it may only be used by You.

## 3. Buying, receiving and activating Your Card

- 3.1. You may only apply for an Account if You are resident in the United Kingdom and are over the age of 18 years. You can only hold one Account at any point in time. Third parties are under no circumstances permitted to purchase a Card on Your behalf. 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.
- 3.2. When We perform electronic checks, personal information provided by You may be disclosed to a registered Credit Reference Agency who may keep a record of that information. A credit check is not performed and Your credit rating will not be affected.
- 3.3. You agree that We may communicate with You by email, telephone or SMS for issuing any notices or information about Your Account or Card and therefore it is important that You register with the Website and provide a valid email address and

telephone number. Additionally, Your Transaction history and statements are made available to You on the Website and You will need to register in order to be able to obtain this information.

- 3.4. We will issue Your Card to You on the basis of the information and any documentation 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. You should update any changes to Your personal data by visiting the Website or calling Customer Services. In particular, You should always keep Us informed of changes to Your email address, home address and telephone number.
- 3.5. Cards purchased at a Post Office branch will either be handed to You at the time of purchase where available or sent to You via first class post. Cards applied for online, or replacement cards will be sent to You via first class post to Your home address. Replacement Cards can be sent to non-UK addresses when requested. However, for non-UK addresses delivery charges may be applied to You and will be advised at the time of Your request.
- 3.6. If You open an Account at a Post Office branch or if We are unable to satisfactorily verify Your identity and address from information provided by You at the time You apply for an Account We will issue You with a Restricted Cardholder Account. On a Restricted Cardholder Account there is a total annual spending and load limit of £750 (12 months starting on date of first load). If You are issued with a Restricted Cardholder Account You will have the option to upgrade to a Verified Cardholder Account with the enhanced loading limits set out in paragraph 9 below subject to the satisfactory completion of an enhanced identity check.
- 3.7. When You receive Your Card You must sign it immediately and activate it via the Website, by sending an SMS or calling Customer Services automated phone line. Your PIN can be obtained by SMS or through the automated phone service. Your Card cannot be used until this has been done.
- 3.8. Once Your Card is activated You may use the Card to access the e-money held on the associated Account for the purpose of making Transactions. You will need a PIN for ATM withdrawals, over the counter cash withdrawal at a Post Office branch where available and to authorise any retail sales transactions in the UK and in some countries abroad. Please note that only if You hold a Verified Cardholder Account can You use Your Card to withdraw cash from an overseas ATM. For further information please refer to the FAQs at [www.postoffice.co.uk/moneycard](http://www.postoffice.co.uk/moneycard). Please see paragraph 4.2 for full details on how to authorise Transactions.
- 3.9. You must do all that You reasonably can to keep the Card and Your PIN and other security details secret and safe from misappropriation by any third party at all times.
- 3.10. You must never allow anyone else to use Your Card, PIN or other security information.
- 3.11. You should never reveal Your PIN to anybody. We will not reveal Your PIN to a third party.

- 3.12. You will be able to change Your PIN at any UK ATM that supports MasterCard PIN changes. When You select or change Your PIN You should not select a PIN that can be easily guessed, such as, for example, a number that:
- is easily associated with You, such as Your telephone number or birth date;
  - is part of data imprinted on the Card;
  - consists of the same digits or a sequence of running digits, or;
  - is identical to a previously selected PIN
- 3.13. The PIN may be disabled if an incorrect PIN is entered three (3) times. If the PIN is disabled please contact Customer Services to reactivate the PIN. If the PIN is disabled at a point of sale terminal You may need to reactivate Your PIN.

## 4. Using Your Card

- 4.1. Your Card can be used at any Merchant that displays the MasterCard Acceptance Mark. Before using Your Card You need to make sure Your Available Balance is sufficient. You are responsible for ensuring You have a sufficient Available Balance when You authorise a Transaction.
- 4.2. You can authorise Transactions on Your Card at a Merchant location by entering Your PIN. If the Merchant does not accept chip and PIN authorisation, the Merchant may allow You to authorise the Transaction by signing the receipt. You can authorise Transactions over the telephone or at internet Merchants by providing Your Card details or any other information requested by the Merchant. If You set up a recurring payment or regular subscription using Your Card, You must ensure that the Available Balance is sufficient to cover it (fees and limits apply, see paragraph 9).
- 4.3. Please be aware that You may not stop a Transaction once it has been authorised. You will be responsible for all Transactions where You authorise such Transaction, regardless of the manner of such authorisation.
- 4.4. Your Card can be used to make withdrawals at ATMs bearing the MasterCard Acceptance Mark. (Fees & limits apply, see paragraph 9). Please note that extra ATM fees in addition to those shown in paragraph 9 may be charged by certain ATM providers. Please note that only if You hold a Verified Cardholder Account can You use Your Card to withdraw cash from an overseas ATM. For further information please refer to the FAQs at [www.postoffice.co.uk/moneycard](http://www.postoffice.co.uk/moneycard)
- 4.5. Your Card can be used to make withdrawals over the counter at Post Office branches, where this service is available. (Fees & limits apply, see paragraph 9).
- 4.6. Your Card is a prepaid card, which means that the Available Balance on the Account with which Your Card is associated will be reduced by the full amount of each Transaction and authorisation, plus any applicable taxes and charges, including any additional ATM charge.

- 4.7. You must not use Your Card after the expiry date (see paragraph 6) or if the Full Deductible Amount exceeds the Available Balance.
- 4.8. If, for any reason, a Shortfall occurs, You must repay Us the amount by which the Full Deductible Amount exceeds Your Available Balance within 14 days of receiving notification of the Shortfall from Us. Should You not repay this amount within 14 days, We reserve the right to take all steps necessary, including legal action, to recover any monies outstanding. Due to security safeguards, Merchants that accept Your Card are required to seek authorisation from Us for all of the Transactions that You make.
- 4.9. In some circumstances We or a Merchant may require You to have an Available Balance in excess of the transaction amount.
- 4.10. When the Card is used 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 Account. This is to ensure there are sufficient funds available to cover the final cost of the transaction and to reduce the risk of a Shortfall arising on the Account. If Your actual service charge or tip is less than the additional amount added 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 Account. For further information please refer to the FAQs at [www.postoffice.co.uk/moneycard](http://www.postoffice.co.uk/moneycard)
- 4.11. Hotels 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 Card when checking out of the hotel or paying Your final car hire bill. You will not be charged twice by the hotel or car hire company.
- 4.12. 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 to make sure You always have funds available to cover Your purchases.
- 4.13. Merchants may not be able to authorise Your Transaction if they can't obtain an online authorisation from Us. Examples include on-board cruise ships or train journeys and some in-flight purchases.
- 4.14. Your Card cannot be used at self-service petrol pumps. You can use Your Card to pay by taking it to the cashier.
- 4.15. 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.

- 4.16. You can check Your balance and Transaction history for free by visiting the Website, or by using the mobile app on a smartphone or other device (when available). You can also check Your balance and Transaction history by calling Customer Services. Provided that You have registered Your mobile phone number on the Website then You can choose to check the Available Balance on Your Account by SMS. If 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 if You are overseas and We suggest that You check with Your mobile service provider to confirm the applicable fees.
- 4.17. You should check the details of Your Transactions regularly. If Your Transaction history includes any item which seems to be wrong, please notify Customer Services as soon as possible. Unless You tell Us there is an unauthorised Transaction as soon as You become aware of it (and in any event no later than 13 months from the date the Transaction was debited to Your Card), You will not be able to claim a refund under paragraph 10.
- 4.18. 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) Business Days of receiving Your request or if so requested within ten (10) Business Days of receiving any such additional information required. The conditions are that:
- You did not know the exact amount of the payment when You gave Your authority; and
  - 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
  - if You request a refund within eight (8) weeks from the date the funds were debited. However a claim for a refund in this circumstance will not be accepted if the amount of the transaction was made known to You at least 4 weeks before the transaction date or if the claim is made more than 8 weeks after being debited to Your Account.
- 4.19. The Available Balance in Your Account will not earn any interest.
- 4.20. We may ask You to surrender the Card at any time for a valid reason in accordance with the provisions in paragraph 14 of these Terms and Conditions. If We do so, We will give You back Your e-money in accordance with paragraph 7 of these Terms and Conditions.
- 4.21. If You make a Transaction in a currency other than Sterling, the amount deducted from Your Account will be calculated and converted back into Sterling on the day We receive details of that Transaction, in accordance with the Rate of Exchange. Changes in the Rate of Exchange shall take effect immediately. We will add a Cross Border Fee (see paragraph 9). The Rate of Exchange can fluctuate and may change between the

time a Transaction is made and the time it is deducted from Your Available Balance. For Transactions made in currencies other than sterling You can find out the Rate of Exchange by contacting Customer Services.

- 4.22. We may also refuse to pay a transaction:
- if We suspect Your Card is being used in an unauthorised or fraudulent manner;
  - if sufficient funds are not loaded on Your Card at the time of a transaction to cover the amount of the transaction and any applicable fees; or
  - if We believe that a transaction will break the law.

## 5. Loading Your Account

- 5.1. You may load funds onto Your Account that You hold by giving the details of the Card that has been issued for the purpose of accessing the e-money held in that Account, so long as it is within Your Account Limit.
- 5.2. You can load Your Account at the Post Office by cash or a debit card. You can also load Your Account using Your debit card via the Website, Customer Services, by SMS or by using the mobile app (when available). Loads via the Website, Customer Services or SMS will be credited to Your Available Balance immediately. Loads made at the Post Office will be credited to Your Available Balance by no later than the next day. Fees may be charged by Your debit card provider for loads made using a debit card.
- 5.3. Only Sterling amounts may be loaded or reloaded onto the Account within the applicable limits (see Paragraph 9).
- 5.4. We reserve the right to suspend or terminate or otherwise restrict the right to load Your Account where We reasonably consider it necessary to protect the security of Your Account or because We suspect that there may be unauthorised or fraudulent use of the Account. We will tell You in advance where We are able to otherwise We will let You know immediately afterwards unless We are prohibited to do so by law. Where We subsequently learn that the Card / Account has been fraudulently acquired or used We reserve the right to share all information with relevant parties and authorities.

## 6. Card Expiry

- 6.1. The expiry date of Your Card is printed on the front of the Card. You will not be able to use Your Card if it has expired. We reserve the right to reissue new Cards to Cardholders whose Cards have expired and will tell in You in advance where a card is to be reissued.
- 6.2. If You do not receive a new Card from Us and You would like to apply for a replacement card please contact Customer Services.
- 6.3. If Your Card is renewed, You will be issued with a new card for the purpose of enabling You to continue to access the e-money held in the Account that Your expired Card was able to access before its expiry.

- 6.4. If You tell Us You do not want Your Card renewed or We refuse to renew Your Card, You will continue to be able to access the e-money held in Your Account whilst You still have a valid Card to enable You to make Transactions using the Available Balance held in that Account. If You or We choose not to renew Your Card that has been issued under an Account We will close that Account upon expiry of the Card. You can choose to redeem the balance held in Your Account at any time in accordance with paragraph 7. Any outstanding Available Balance in an Account will remain Yours to redeem at any time in accordance with the provisions of paragraph 7.

## 7. Redeeming E-Money

- 7.1. If You would like to redeem any unused e-money held in Your Account in full or in part You may do so at any time (subject to paragraph 7.6) so as long as:
- We believe You have not acted fraudulently, and
  - 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.
- 7.2. You can obtain redemption of any unused funds by contacting Customer Services. You acknowledge that all redemptions will be made to You in pounds Sterling. Payment will be made after any pending transactions have been charged to Your Account and You agree that the redemption will be made by Us up to 15 Business Days after the date of Your request. You may cancel Your request at any time until it is processed by Us. Funds will be returned to You in cash (via a letter, SMS or email that can be redeemed in any Post Office) or by cheque. The method of redemption will be at Our discretion and advised to You at the time of request.
- 7.3. Please note, Our procedures may require Us to carry out various checks reasonably required to prevent fraudulent use of Your Card before We can process Your redemption request. Redeemed funds will only be payable to You as the Cardholder and will not be paid to a third party.
- 7.4. You have a right to cancel Your Card and thereby this Agreement without reason and without being charged a redemption fee for a period of up to 14 days after You activate Your card provided that You have not used the Card – this 14 day period is known as the "Cooling-Off Period". You also have the right to terminate this Agreement after the Cooling-Off Period at any time without notice. You can do so by contacting Customer Services and confirming that You have destroyed Your Card. If Your Card is cancelled or You have terminated Your Agreement in accordance with this Section We will immediately block Your card so it cannot be used.
- 7.5. You have a right to cancel Your Card and thereby this Agreement and without being charged a redemption fee if You are cancelling Your Card because You object to a change We have made to this Agreement or do not wish Your account to be assigned to a third party.

- 7.6. You will only ever be charged a redemption fee if when You make Your request for redemption You also decide to close Your Account before the expiry date stated on Your Card. See paragraph 9 for the cost of the redemption fee.
- 7.7. You will lose Your right to redeem Your e-money held in Your Accounts if You make Your request for redemption more than 6 years from the date Your Account is closed.
- 7.8. If We find any additional withdrawals, fees or charges have been incurred on Your Card following the processing of Your redemption funds, We will send a notification to You and We will require You to refund the additional sums to Us within 14 Business Days of the notification. Should You not repay this amount within 14 Business Days of receiving notification from Us. We reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

## 8. Lost, stolen or damaged Cards

- 8.1. In the event of loss, theft, fraud or any other risk of unauthorised use of Your Card You must contact Customer Services by calling 0844 335 0759 or +44 20 72721764 (if calling from abroad) immediately. You will be asked to provide Us with Your Card Number and some identifying details so that We can block Your card. We may ask You to confirm the loss in writing.
- 8.2. If Your Card is damaged or malfunctions, You must contact Customer Services in accordance with the details shown in paragraph 18.
- 8.3. If Our records show that there is an Available Balance remaining on Your Account, We will cancel the Card to limit any further losses. Unless You have acted fraudulently We will replace Your Card with an equivalent to Your last Available Balance prior to any unauthorised use of Your card, subject to paragraph 8.4. If You are travelling outside of the United Kingdom in the event of loss, theft, fraud or other risk of unauthorised use of Your Card, please contact Customer Services who will advise of Your options with respect to the Card and Available Balance.
- 8.4. Other than where paragraphs 8.6 and 8.7 apply to You, Your liability will not exceed £50 where Your Card has been lost or stolen or where You have failed to keep Your Card and the associated security information safe. After Customer Services have been notified that a Card has been lost or stolen or is potentially liable to misuse You will not have to pay for any subsequent use of the Card unless You acted fraudulently.
- 8.5. Our liability is limited to those amounts wrongly charged to Your Account.
- 8.6. You will have to pay for all losses if You acted fraudulently.
- 8.7. You will have to pay for all losses which arise before You give Us effective notification under paragraph 8.1 if We can show that You acted with intent or gross negligence in failing to comply with any of the requirements of paragraphs 3.6 to 3.11 inclusive where the losses arise before You tell Us the Card has been lost or stolen or maybe liable to misuse.

8.8. We will charge a delivery fee for lost, stolen or damaged Cards that are sent at Your request to a non-UK address, as advised to You at the time of Your request. This fee will be taken from the Available Balance on Your Card.

If You subsequently find or retrieve a Card that You have reported lost or stolen You must notify Us immediately.

## 9. Fees and Account limits

9.1. The Account is subject to certain fees and limits as follows:

FEE SUMMARY	Pay Monthly	Pay As You Go	Notes
Account set up fee	N/A	£9.95	
Monthly fee	£4.95 per month	N/A	This fee will be charged from the date You activate Your account and will be charged on the same day each following month If there is not sufficient Available Balance in Your Account, the monthly fee will be charged when You next load Your Card
Annual fee	N/A	N/A	
Lost & Stolen Replacement Card fee	FREE	FREE	A courier charge will apply to all non-UK deliveries as well as to UK deliveries where You choose this delivery method
Load fee	FREE	FREE	
Online account management - 24/7 fee	FREE	FREE	
ATM withdrawals UK fee	£1.00	£1.50	Includes cash withdrawals from a Post Office branch (where available) or bank or quasi-cash purchases
ATM withdrawals non-UK fee	£1.50	£2.00	Only available for a Verified Cardholder Account
Purchase transactions in Sterling (£) fee	FREE	£0.75 per transaction	
Foreign transaction fee as % of amount withdrawn/spent fee	3%	3%	Transactions in a currency other than pounds Sterling will be converted to pounds at the exchange rate applicable at the time (see paragraph 4.21)
Paper statement fee	£5.00	£5.00	
Product switching fee	£5.00	£5.00	You can only request one product switch between 'Pay as You Go' or 'Pay Monthly' in any 31 day period
Redemption fee	£5.00	£5.00	For refund of cash value in the Account
Maintenance fee	N/A	£2.00 per month	Only applies if there has been no activity on an Account for 12 months

LIMIT SUMMARY	Verified Cardholder Account	Restricted Cardholder Account
Maximum Total Balance Account	£5,000	£750
Minimum load (per load)	£20	£20
Maximum load (per load)	£500 (£250 for SMS loads)	£500 (£250 for SMS loads)
Maximum loads per day	5	5
Annual load and spend limit	£20,000	£750
Maximum cash withdrawal amount per day <sup>1</sup>	£300	£300
Maximum cash withdrawals per day <sup>1</sup>	3	3

1. Includes cash withdrawals from a Post Office branch or bank or quasi-cash purchases where available.

9.2. We will deduct any taxes or charges due from the Available Balance on Your Account. If there is no Available Balance on Your Account, or the taxes or charges exceed the balance of funds available, We shall send a notification to You and will require You to refund Us within 14 Business Days of the notification. Should You not repay this amount within 14 Business Days of receiving an invoice from Us We reserve the right to take all steps necessary, including legal action, to recover any monies outstanding. This excludes Redemption Fees.

9.3. When You use Your Card at an ATM (if applicable), You may also be subject to fees and/or surcharge rules and regulations of the relevant ATM provider, or other financial institution or association.

## 10. Disputes, refunds and Liability for Unauthorised Transactions

10.1. If You notice a Transaction that You do not recognise, You should contact the Merchant first as this may lead to a quicker resolution of the dispute.

10.2. If You are unable to resolve the dispute with the Merchant You must notify Customer Services without undue delay, and in any event no later than thirteen (13) months after the date of the Transaction. We recommend that You check Your Transaction history and balance at least once a month. We will refund any unauthorised transaction immediately, unless We have good reason to believe (based on the evidence available to Us at the time You report the unauthorised Transaction) that You have been grossly negligent in failing to comply with paragraph 3 or that You have acted fraudulently.

- 10.3. If You know or suspect that Your PIN is known to an unauthorised person, or if You think a Transaction is unauthorised You must contact Customer Services without undue delay.
- 10.4. If We make a refund in accordance with paragraph 10.2, and We then subsequently discover that You were not entitled to a refund, We will debit the amount of the refund from Your Account. If there is an insufficient Available Balance then the provisions regarding Shortfalls will apply (see paragraph 4). Further to paragraph 10.2, 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.

## 11. Our Liability

- 11.1. Any liability on Our part in connection with this Agreement shall be subject to the following exclusions and limitations. We will not be liable for any loss arising from:
- a Merchant refusing to accept Your Card; or
  - any cause which results from abnormal or unforeseen circumstances beyond Our control or which would have been unavoidable despite all Our efforts to the contrary; or
  - Us suspending, restricting or cancelling Your Card or refusing to issue or replace it if We suspect Your Account is being used in an unauthorised or fraudulent manner, or as a result of You breaking an important term or repeatedly breaking any term in this Agreement;
  - Our compliance with any applicable laws;
  - loss or corruption of data unless caused by Our wilful default/wrong doing.
- 11.2. 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 as a result of Our actions which were not a foreseeable consequence of Our actions.
- 11.3. We will not be liable for the goods or services that You purchase with Your Card.
- 11.4. From time to time, Your ability to use Your Card may be interrupted, e.g. when We carry out maintenance. If this happens, You may be unable to:
- load Your Card; and/or
  - use Your Card to pay for purchases or obtain cash from ATMs (if applicable); and/or
  - obtain information about the funds available on Your Account and/or about Your recent Card Transactions.

- 11.5. Where the Card is faulty Our liability shall be limited to replacement of the Card loaded with any Available Balance.
- 11.6. Where sums are incorrectly deducted from Your Available Balance Our liability shall be limited to payment to You of an equivalent amount.
- 11.7. In all other circumstances Our liability will be limited to repayment of the amount of the Available Balance.

## 12. Changes to the Agreement

- 12.1. We may change the Terms and Conditions of this Agreement, including fees and limits, by providing You with at least 2 months' notice unless We are required to change this Agreement immediately by law. We will contact You by email provided You have registered on the Website and maintained Your email address details. If Your email address is not registered We will write to You. We will ensure the most recent version of the Terms and Conditions is always available on the Website. If You do not want to continue this Agreement because of a change We are making You have the right to terminate this Agreement immediately and without charge (see Redeeming Your Money, paragraph 7.4) by giving Us written notice before the change comes into effect. However, in the event You do not cancel during this period then You will be deemed to have accepted them and the changes will apply to You.
- 12.2. If any change to this Agreement is to Your benefit then We may make the change on less than 2 months' notice.
- 12.3. Any notices You wish to give under this Agreement must be in writing to the address provided in paragraph 18.

## 13. Cancellation

- 13.1. You may cancel Your Card and thereby this Agreement without reason and without being charged a redemption fee for a period of up to 14 days after You activate Your Card provided that You have not used the Card, by contacting Customer Services. Upon cancellation, We will return to You the Available Balance on Your Account within 15 Business Days. Any unused funds will be returned to You in accordance with paragraph 7.2.

## 14. Termination or suspension

- 14.1. The Card belongs to Raphaels Bank. We may at any time suspend, restrict or cancel Your Card or refuse to issue or replace a Card for reasons relating to the following:
- We discover that any of the information that You provided to Us when You applied for the Card was materially incorrect;
  - We are required to do so to comply with any applicable regulations or legislation;
  - You die;



- You become bankrupt; or
  - You break an important term or repeatedly break an important term of this Agreement and failed to remedy it in a timely manner, or We have reason to believe that You have used, or intend to use, the Account for fraudulent or other unlawful purposes;
  - You act in a manner that is threatening or abusive to Our staff, or any of Our representatives;
  - if You fail to pay fees or charges that You have incurred or fail to put right any Shortfall (see paragraph 4.8 );
- otherwise, We will give You at least 2 months' notice.
- 14.2. Ending this Agreement will not affect Your liability to Us, which continues.
- 14.3. This Agreement will come to an end when You close Your Account. You may terminate this Agreement at any time by contacting Customer Services. You will not be charged for terminating Your Agreement but You may be charged a redemption fee. For full details on when and in what circumstances a redemption fee will be charged please see paragraph 7.
- 14.4. If We take any of the steps referred to in paragraph 14.1, We will tell You as soon as We can or are permitted to do so after We have taken these steps. We may ask You to stop using Your Card and return it to Us or destroy it. We will issue You with a replacement Prepaid Card if after further investigations We believe that the relevant circumstances (as set out in paragraph 14.1) no longer apply.

## 15. Data Protection

- 15.1. You may provide Us and FRES with, and We and FRES may obtain, personal data (that is, information about you such as your name, address and contact details) from time to time in connection with Your Account, including Your application for an Account. Some personal data will be necessary to provide You with the Card and services under this Agreement. You must notify Us immediately of any change of name and address by contacting Customer Services. We and FRES are each data controllers under the Data Protection Act 1998 with respect to the use of Your personal data in providing You with the Card and services under this Agreement.
- 15.2. We and FRES are committed to maintaining Your personal data in accordance with the requirements of applicable data protection law (including the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003) and will each 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 these Terms and Conditions, Your personal data will not be passed to anyone without Your permission.

- 15.3. You agree that We and FRES can each 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 and FRES to review, develop and improve Our products and services. This will involve providing Your personal data to Our and FRES's trusted partners, affiliates, agents, distributors, and suppliers including the Post Office and to MasterCard® and its affiliates to process Transactions and for their statistical research and analytical purposes. We and FRES may also transfer Your personal data to countries outside of the EEA to enable You to use the Card while You are travelling, and such countries may not offer the same protections for personal data as the UK. We and FRES may also disclose Your personal data as required by law, regulation or any competent authority or agency including to authorities and agencies to investigate possible fraudulent, unlawful or unauthorised activity.
- 15.4. The Post Office may use Your personal data in connection with Your application for an Account and the provision of the Card and services under this Agreement on behalf of FRES as FRES's data processor for the purposes of the Data Protection Act 1998; to enable Post Office to review, develop and improve its products and services; to help identify products and services that may be of interest to You; for statistical research and analysis; and, if You give Your permission, for direct marketing purposes. The Post Office may also disclose Your personal data as required by law, regulation or any competent authority or agency including to authorities and agencies to investigate possible fraudulent, unlawful or unauthorised activity. Except to the extent that Post Office acts as a data processor (as indicated above), Post Office is the data controller under the Data Protection Act 1998 with respect to its use of Your personal data for the purposes set out in this paragraph 15.4.
- 15.5. To change Your marketing preferences, please write to Marketing Preference Team, Post Office Limited, 148 Old St, London, EC1V 9HQ.
- 15.6. Further information about how Post Office uses Your personal data can be found in the Post Office Privacy Policy (see: <http://www.postoffice.co.uk/privacy>).
- 15.7. 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 please contact Customer Services.
- 15.8. 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 both You and Us.
- 15.9. It is Your responsibility to keep Us updated of changes to Your personal details, including email address. Failure to do so may result in Us being unable to contact You regarding Your Card, including the provision of refunds to which You may be entitled.

## 16. Complaints procedure

- 16.1. Complaints regarding any element of the service provided by Us should be sent in writing to the address in paragraph 18 below or advised to Us by contacting Customer Services.
- 16.2. All complaints will be subject to the Complaints Procedure. We will provide You with a copy of the Complaints Procedure upon request and, if We receive a complaint from You, a copy of the Complaints Procedure will automatically be posted to You.
- 16.3. If We fail to resolve Your complaint to Your satisfaction You may refer Your complaint to the Financial Ombudsman Service (South Quay Plaza, 183 Marsh Wall, London E14 9SR, or by calling them on the following numbers:
  - +44 (0)800 023 4567** - calls to this number are normally free for people ringing from a "fixed line" phone in the UK – but charges may apply if You call from a mobile phone or from abroad;
  - +44 (0)300 123 9 123** - calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs in the UK – but charges may apply if You call from abroad.Details of the service offered by the Financial Ombudsman Service are available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)
- 16.4. 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.

## 17. General

- 17.1. 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. In the event any provision of this Agreement is determined to be illegal or unenforceable, that provision will be eliminated or adjusted to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is concluded in English. All communications with You will be in English, This Agreement is governed by English law and You agree to the non-exclusive jurisdiction of the courts of England and Wales.

## 18. Contacting Customer Services

- 18.1. If You have a question, You can contact Customer Services by phoning 0844 3350759 or +44 20 72721764 (if calling from abroad), lines are open 0800 to 2000 every day, or by writing to Customer Services at Post Office Money Card, PO Box 3232, Cumbernauld, G67 1YU, United Kingdom or by emailing [info@postoffice.moneycard.co.uk](mailto:info@postoffice.moneycard.co.uk). A lost and stolen card service is also available 24 hours a day on the Customer Services phone number. Calls to Customer Services are charged at a standard rate from BT landlines, calls from other networks or mobile phones may be higher. Calls from overseas will be charged at the international rate. Calls may be recorded, monitored and used for training and compliance purposes.

## 19. Assignment

- 19.1. We may assign the benefit and burden of this Agreement to another entity at any time, on giving You 2 months' prior notice of this. If We do this, Your rights will not be affected.
- 19.2. We may transfer Your unused balance to a new Card provided by a Card issuer other than Raphaels Bank at any time. Before We do this, We will give You at least 2 months' notice of the new Card arrangements and the new Card terms and conditions. Unless You advise Us within the 2 month notice period that You do not want a new Card from the new Card issuer, You agree that We can automatically transfer the unused balance on Your Card to a new Card provided by the new Card issuer.
- 19.3. If You do not want to transfer to the new Card issuer You may redeem Your funds as set out in paragraph 7 Redeeming E-Money above and the redemption fee will be waived.

The cards are issued by R. Raphael & Sons plc, pursuant to license from MasterCard International Incorporated. R. Raphael & Sons plc is a UK Bank authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (registration number 161302). Registered office at Albany Court Yard, 47/48 Piccadilly, London W1J 0LR, company registration number 01288938.

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