

Supercard Terms and Conditions

These Terms and Conditions apply to your use of the Supercard. Please read them carefully and keep a copy for your records. You can ask us at any time for a copy of these Terms and Conditions, our current rates of Fees and the current Usage Restrictions by contacting us using one of the Contact Methods. You can also obtain a statement of recent Transactions made by you using the Supercard by referring to the dashboard section of the Supercard App or by contacting us using one of the Contact Methods.

The Supercard MasterCard® is issued by Wirecard Card Solutions Limited, an Electronic Money Institution authorised and regulated by the Financial Conduct Authority in the United Kingdom and a member of MasterCard International Incorporated. Further details about Wirecard Card Solutions Limited can be found in the 'definitions' section below.

Travelex UK Limited ("**Travelex**") is responsible for publishing, operating and maintaining the Supercard App. Travelex also acts as a data controller in respect of certain aspects of your personal data. For full details of how Travelex and/or Wirecard Card Solutions Limited will manage your data, please refer to clause 16 below and the relevant privacy policies:

<https://www.travelex.co.uk/services/supercard/supercard-privacy-policy>

<https://www.travelex.co.uk/services/supercard/privacy-policy>.

In these Terms and Conditions:

"ATM" means an automated teller machine or cash dispenser bearing the MasterCard acceptance mark;

"ATM Transaction" means a transaction carried out at an ATM to withdraw cash;

"Business Day" means any day (other than a Saturday or Sunday) on which banks in London are open for normal banking business;

"Contact Methods" means the methods by which you may contact us:

- **Service Hotline:** +44 (0)20 3364 5155. This is the phone number available 24-hours a day, 7 days a week which you can call if you have any queries about your Supercard or wish to make a complaint. It is also the number you should call to report your Supercard or the smartphone hosting your Supercard App as lost or stolen. Standard local-call rate charges apply when calling the Service Hotline from a landline in the UK although you may be charged more if you are calling this number using your mobile phone or if you are abroad.
- **Service Email:** support@supercard.travelex.com

"E-Commerce Transaction" means a transaction initiated by you to purchase goods or services over the internet and which, for the avoidance of doubt, includes any such transactions initiated through a mobile device.

"Fees" means the fees which we may charge you from time to time for us operating and you using your Supercard which form part of these Terms and Conditions as set out in Annex A to these Terms and Conditions. These may include:

- fees for using your Supercard to execute Transactions; and/or
- fees for replacing a lost or stolen Supercard.

We may also charge you reasonable fees for undertaking investigations where you request that a Transaction is refunded and where the circumstances outlined in clause 9.3 apply.

The amount of Fees can change over time and the applicable Fees at any time can be found in the dashboard section of the Supercard App or you can ask us for a copy of our current Fees using one of the Contact Methods.

"Funding Card" means a UK-issued VISA or MasterCard debit or credit card which is enrolled for 3D-Secure which can be linked to your Supercard in order to fund Transactions made by you using your Supercard. The Funding Card must be issued to you as the person who applied for the Supercard;

"POS Transaction" means a transaction initiated by you to purchase goods or services at a point of sale;

"Privacy Policy" means Wirecard's privacy policy which, together with these Terms and Conditions, describes the basis upon which any personal data we collect from you, or that you provide to us, will be processed, handled and shared by us, as may be amended from time to time in accordance with its terms and as further explained and defined in clause 16 of these Terms and Conditions. A copy of our Privacy Policy can be found in the dashboard section of the Supercard App.

"Supercard" means the card issued by Wirecard in your name and which is linked to your Supercard App. The Supercard is an electronic money product regulated by the Financial Conduct Authority - it is a payment card and not a credit or debit card and it can be used by you to make Transactions whilst travelling abroad. For more details about your Supercard including how you can use it, please refer to clause 3 below;

"Supercard App" means the application available for download free of charge from Apple's App Store and the Google Play Store operated by Travelex and subject to the Supercard App terms and conditions and to Travelex's privacy policy. The Supercard App terms and conditions do not form part of these Terms and Conditions;

"Supercard PIN" means the unique personal 4-digit identification number which is associated with your Supercard and which can be used to authorise Transactions. Once you have successfully registered the Supercard App, your Supercard PIN can be viewed at any time by clicking on the "view PIN" option in the Supercard App and by entering your Supercard App password;

"Terms and Conditions" means these terms and conditions and includes the current Fees and Usage Restrictions set out in Annex A below. The Privacy Policy also applies to the relationship between us but does not form part of the Terms and Conditions;

"Transaction" means any transaction which can be executed using your Supercard including a POS Transaction, an E-Commerce Transaction and/or an ATM Transaction;

"Usage Restrictions" means the usage restrictions applicable to your Supercard from time to time which form part of these Terms and Conditions, as set out in the Annex. The Usage Restrictions applying at any time can be found in the dashboard section of the Supercard App or you can ask us for a copy of our current Usage Restrictions using one of the Contact Methods;

"User", "you" or "your" means the person who is identified as having applied for the Supercard through the registration with us of your full name, date of birth, residential address, email address and mobile phone number;

"Wirecard", "we", "us" or "our" means Wirecard Card Solutions Limited, a company registered in England and Wales with company number 07875693 and authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (register reference 900051) for the issuing of electronic money. Wirecard's registered office is at Grainger Chambers, 3-5 Hood Street, Newcastle-upon-Tyne NE1 6JQ; and

“3D-Secure” means the 3D-Secure process “Verified by Visa/MasterCard SecureCode”, used for the purpose of authenticating the cardholder in order that they are able to make online payments through the use of the applicable credit or debit card.

1. Applying for the Supercard

- 1.1 To apply for a Supercard, you must be at least 18 years old, be resident in the UK and have installed the Supercard App onto your smartphone.
- 1.2 To download the Supercard App, you will need to access the Apple App Store or Google Play Store on your smartphone and follow the download instructions. The Supercard App is owned and operated by Travelex. Travelex has overall responsibility for your Supercard App and there are separate terms and conditions applying to your use of the Supercard App.
- 1.3 Once the Supercard App has been installed, you will be prompted to follow the Supercard registration process. As part of this you will be asked to:
 - (a) create an account by entering your email address (which will form your Supercard App username) and read and accept the Travelex privacy policy;
 - (b) provide personal details (including your full name, date of birth, residential address and mobile phone number) so that we may verify your identity; and
 - (c) set a Supercard App password and read and accept these Terms and Conditions and our Privacy Policy.
- 1.4 Where we are not able to verify your identity in accordance with clause 1.3(b) above, we may ask that you provide further supporting documentation including scanned copies or photos of identification documentation (either your passport or driving licence) and proof of your residential address until we are able to verify your identity successfully. If we are unable to verify your identity based on the documentation you have provided, in certain circumstances we may ask you to provide certified copies of the supporting documentation to help us verify your identity.
- 1.5 If you have not completed any of the steps set out in clause 1.3(a) to (c) above, you cannot complete the Supercard application process.

2. Activating your Supercard

- 2.1 Subject to satisfactory completion of the application process set out in clause 1 above, your Supercard will be sent to your residential address as provided to us by you in accordance with clause 1.3(b) above.
- 2.2 Delivery of your Supercard should occur within 5-10 Business Days of your successful application for a Supercard. If you do not receive your Supercard within 10 Business Days, you must contact us immediately using one of the Contact Methods.
- 2.3 When you receive your Supercard, you must sign the reverse of the card immediately and activate your Supercard via the Supercard App. To activate your Supercard, you will be asked to:
 - (a) enter the last 4-digits of the 16-digit card number appearing on the front of your Supercard;
 - (b) access your Supercard PIN. Your Supercard PIN can be accessed at any time by clicking the “view PIN” option in the Supercard App and by entering your Supercard App password. You will not be sent your Supercard PIN in the post and you will not be able to access your Supercard PIN via any other method.
- 2.4 You will then be able to add a Funding Card to your Supercard via the Supercard App. During this process, you will need to:
 - (a) enter your Funding Card details; and
 - (b) enter the 3D-Secure authentication password associated with your Funding Card.
- 2.5 You can add up to a maximum of five Funding Cards to your Supercard at any time and you can only add and link a maximum of five Funding Cards each calendar year. If you have added

only one Funding Card to your Supercard, this may automatically link to your Supercard and will be used to fund Transactions carried out with your Supercard (this is known as your 'primary card'). If you have added more than one Funding Card to your Supercard, you will need to choose to link one of those Funding Cards to your Supercard to be your primary card. If you have removed the primary card from your Supercard, you will need to choose another Funding Card to be your primary card in order to fund Transactions.

- 2.6 You can unlink or delete a Funding Card at any time in the Supercard App. Provided you have not reached the maximum number of cards set out in clause 2.5 above, you can add and link a new Funding Card by following the instructions as per clause 2.4 above.
- 2.7 Your Supercard App will not alert you if your Funding Card has expired and any Transactions you attempt to make with an expired Funding Card will be declined. You are responsible for monitoring the Funding Cards that you have added to your Supercard (including monitoring their respective expiry dates) to ensure you are able to use a Funding Card to fund the Transactions you make with your Supercard at any one time.
- 2.8 The terms and conditions applying to your Funding Card will still apply during your use of the Supercard. It is your responsibility to ensure that linking your Funding Card to your Supercard does not contravene any of the terms and conditions applying to your Funding Card.
- 2.9 We reserve the right to refuse to accept any particular Funding Card without notice in the interests of preventing fraud, money laundering or other criminal activity. Only UK-issued VISA or MasterCard credit or debit cards which are enrolled for 3D-Secure will be accepted as Funding Cards.

3. Using your Supercard

- 3.1 Once your Supercard is activated and you have successfully linked it to a Funding Card, and subject to these Terms and Conditions in each case, you can use your Supercard to pay for goods and services online or at any physical location (provided MasterCard payments are accepted in each case), or to execute an ATM Transaction. We cannot guarantee that a particular retailer, ATM or online merchant will accept your Supercard - you must check with the relevant retailer, online merchant or check the ATM signage before attempting to make a Transaction. Your Supercard is a "chip and pin" card and you will not be able to execute contactless transactions with your Supercard.
- 3.2 Your Supercard is designed to enable you to benefit from preferable exchange rates whilst travelling abroad and executing Transactions in currencies other than in GBP sterling. Your Supercard can still be used to execute Transactions whilst you are in the UK, although additional charges may apply. Please refer to Annex A below for full details of the Fees and Usage Restrictions which will apply when you use your Supercard overseas or in the UK.
- 3.3 When you use your Supercard to make a Transaction in a currency other than GBP sterling, you will be shown the indicative savings you have made in respect of that transaction in the Supercard App. Indicative savings are calculated based on a comparison between the average cost of using a debit or credit card from one of the top six debit or credit card providers in the UK to make a point of sale or an ATM transaction overseas and the cost of using your Supercard overseas for the equivalent Transaction. The information contained in the comparison is correct as of 24 May 2016 and may be updated from time to time by Travelex. Indicative savings will be shown in the Supercard App only where they have resulted from a Transaction you have made.
- 3.4 You should make sure there are sufficient funds available on your Funding Card to cover the amount of a Transaction and any applicable Fees. Any Transaction you make using your Supercard will be deducted from the bank account linked to your Funding Card in the same way as if you had used your Funding Card to make any other transaction.
- 3.5 The Fees and Usage Restrictions applying to your Supercard are set out in Annex A to these Terms and Conditions.

4. Travel Insurance

- 4.1 Once you have activated your Supercard, you will automatically be entitled to receive certain travel insurance benefits pursuant to an insurance policy held by and issued to you through Wirecard, underwritten by Inter Partner Assistance, Dublin a branch of Inter Partner Assistance,

Belgium which is regulated by the National Bank of Belgium and is part of the AXA Group. For full details of the benefits to which you may be entitled as a holder of a valid Supercard (the “**Supercard Insurance Benefits**”), please refer to Annex B of these Terms and Conditions. If you have any queries in relation to the Supercard Insurance Benefits which are available to you, you can contact us by using one of the Contact Methods.

- 4.2 As you will be automatically entitled to receive the Supercard Insurance Benefits once you have activated your Supercard, you will not be able to opt out of the terms of the Supercard Insurance Benefits set out in Annex B of these Terms and Conditions. If you are not happy with this or if you decide that you no longer want to receive the Supercard Insurance Benefits, you must stop using your Supercard and you must contact us as soon as possible using one of the Contact Methods to cancel the contract with us.
- 4.3 The Supercard Insurance Benefits may not be suitable for all of your travel needs and you should ensure you have read through the terms contained in Annex B of these Terms and Conditions very carefully before relying on them or before cancelling any other travel insurance you already hold.

5. **Authorising Transactions**

- 5.1 You will be asked to authorise each Transaction at the time it is initiated by you through the Supercard. A Transaction will be regarded as authorised by you where you:
- (a) authorise a POS Transaction by following the instructions provided by the merchant or retailer to authorise the POS Transaction which might include: (i) entering your Supercard PIN; (ii) signing a sales voucher; (iii) providing the Supercard details and/or providing any other details as requested; (iv) inserting your Supercard into a card reading device for the purpose of making a payment; (v) swiping your Supercard through a card reader;
 - (b) authorise an E-Commerce Transaction by following the instructions provided by the merchant or retailer to authorise the E-Commerce Transaction and by providing the Supercard details and/or any other details as requested; or
 - (c) authorise an ATM Transaction by inserting your Supercard and entering your Supercard PIN to request a cash withdrawal.
- 5.2 Subject to clause 5.3 below, you can withdraw or revoke your authorisation for a Transaction at any time until the authorisation is received by us using one of the Contact Methods. Authorisation for a Transaction may not be withdrawn or revoked by you once it is received by us although in the case of a POS Transaction, the merchant may give you a refund.
- 5.3 Your authorisation for a POS Transaction, an E-Commerce Transaction or for an ATM Transaction will be received by us at the time we receive the POS Transaction or E-Commerce Transaction instruction from the merchant acquirer or at the time we receive the ATM Transaction instruction from the ATM operator, respectively. All of these authorisations will be received by us almost instantaneously and it is unlikely that you will be able to withdraw your authorisation for a Transaction before this time.
- 5.4 Subject to clauses 5 and 6 of these Terms and Conditions, where a POS Transaction or an E-Commerce Transaction:
- (a) is to be made in a currency which is Euro or GBP sterling, we shall ensure that the payment will be credited to the recipient's account by the end of the Business Day following our receipt of your authorisation;
 - (b) is to be made wholly within the European Economic Area but in an EEA currency which is not Euro or GBP sterling, we shall ensure that the payment will be credited to the recipient's account by the end of the fourth Business Day following our receipt of your authorisation.

6. **Blocking your Supercard and refusing Transactions made with your Supercard**

- 6.1 We may at any time suspend, restrict or cancel your Supercard or suspend or restrict access to the Supercard App, or refuse to issue or replace the Supercard for reasons relating to the following:

This card is issued by Wirecard Card Solutions Limited ('WDCS') registered office: 3rd Floor, Grainger Chambers, 3-5 Hood Street, Newcastle upon Tyne, NE1 6JQ, registered in England No. 07875693. WDCS is authorised and regulated in the U.K. by the Financial Conduct Authority to issue e-money (Firm Reference Number: 900051).

- (a) we are concerned about the security of the Supercard that we have issued to you or of the Supercard;
 - (b) we suspect your Supercard is being used in an unauthorised, illegal or fraudulent manner;
 - (c) we need to do so to comply with the law of any jurisdiction;
 - (d) you tell us that your Supercard or that your smartphone hosting your Supercard App is lost or stolen as further detailed in clause 9; or
 - (e) if the contract between us has been cancelled as further detailed in clause 7.
- 6.2 Unless informing you would compromise reasonable security measures or otherwise be unlawful, where practicable we will inform you by phone or email, giving our reasons, before suspending, restricting or cancelling your Supercard or suspending or restricting access to the Supercard App or refusing to issue or replace the Supercard. If it is not practicable to inform you in advance and unless doing so would compromise reasonable security measures or otherwise be unlawful, we will inform you immediately afterwards, giving our reasons.
- 6.3 We will unblock your Supercard and/or allow you to recover access to the Supercard App as soon as practicable after the reasons for stopping its use cease to exist and will inform you by phone or email when we have unblocked your Supercard and/or allowed you to recover access to the Supercard App.
- 6.4 We may refuse to carry out a Transaction:
- (a) if we believe that you are acting in breach of these Terms and Conditions;
 - (b) if we believe that a Transaction is potentially suspicious or illegal; or
 - (c) if we are unable to carry out the Transaction due to errors, failures (whether mechanical or otherwise) or refusals caused by merchants, ATM operators, payment processors, card networks or payment schemes who are processing Transactions.
- 6.5 If we refuse to carry out a Transaction, unless informing you would compromise reasonable security measures or be otherwise unlawful, we will inform you at the earliest opportunity and in any event by the end of the Business Day following the day we have received the Transaction request. Normally we will inform you with an error message on the merchant's or ATM operators' terminal or website and if applicable, a receipt showing that the Transaction has not been successful, although in some instances we may inform you by phone or e-mail. You can contact us using any of the Contact Methods to ask for our reasons for refusing to carry out that Transaction and for an explanation of how you can correct any information we hold that led to our refusal to approve a Transaction.
- 6.6 You may correct any information we hold and which may have caused us to refuse a Transaction by contacting us via any Contact Method.
- 7. Cancelling your Supercard**
- 7.1 The contract between us which is set out in these Terms and Conditions will continue until cancelled in accordance with this clause 7. Your Supercard will be valid for a period of 5 years, at which point we may send you a renewal Supercard.
- 7.2 You have the right to cancel the contract between us, which is set out in these Terms and Conditions, at any time without notice by contacting us using one of the Contact Methods.
- 7.3 We may cancel the contract with you, with immediate effect, by giving written notice if you break an important part of these Terms and Conditions, including:
- (a) if you repeatedly break these Terms and Conditions and fail to resolve the matter to our satisfaction in a timely manner;
 - (b) if you act in a manner that is threatening or abusive to our staff or anyone acting on our behalf;
 - (c) if you fail to pay when due any Fees or charges that you have incurred; or
 - (d) in the event of your death or incapacity.

- 7.4 We may cancel the contract with you for any reason by giving you at least 2 months' written notice.
- 7.5 We may also cancel the contract with you with immediate effect and/ or suspend your Supercard and/or suspend or restrict access to the Supercard App immediately if we believe your Supercard is deliberately being used by you or anyone else to commit fraud or for other illegal purposes. If we do this, we will tell you by phone or e-mail only to the extent to which we are permitted by law to do so and you must stop using your Supercard immediately.
- 7.6 Once the contract between us has been cancelled, you will not be entitled to a refund of money you have already spent on Transactions authorised or pending, or any Fees for the use of your Supercard incurred before the contract between us was cancelled.
- 8. Keeping your Supercard secure**
- 8.1 It is important that you take all reasonable care and precautions to keep your Supercard safe and you must not allow it to be used by anyone else. You must also keep the username and password applying to your Supercard App and your Supercard PIN safe and you must not disclose them, or allow them to be used by anyone else.
- 8.2 If your Supercard or the smartphone hosting your Supercard App is lost or stolen, or if you suspect that someone else knows your username, Supercard App password or your Supercard PIN, please follow the instructions set out in clause 9 below. If someone else uses your Supercard without your consent and you have not informed us that it is lost or stolen in accordance with the obligations set out in clause 9, you may lose money from your Funding Card account in the same way as if you lost cash in your wallet or purse.
- 8.3 You will be able to view your Supercard PIN at any time through the Supercard App by entering your Supercard App password. You must keep your Supercard PIN and your username and your Supercard App password secret at all times. You should never disclose this security information to anyone. If you suspect that someone else knows your Supercard PIN or your username and Supercard App password, you should tell us as soon as possible using one of the Contact Methods so that we can give you information on how to change these details.
- 8.4 We have the right to disable any username, Supercard App password or Supercard PIN, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms and Conditions.
- 8.5 We recommend that you check your Transaction history through the Supercard App on a regular basis to identify any potential unauthorised use of your Supercard and to check for Transactions which you do not recognise. We will provide you with a statement of Transactions through the Supercard App and you may wish to keep a screenshot or picture of that statement for your records. Your statement will show:
- (a) information relating to each Transaction which will enable it to be identified;
 - (b) the amount of each Transaction shown in the currency in which that Transaction was paid or debited to your Supercard;
 - (c) the amount of Fees for each Transaction (by clicking on the particular Transaction);
 - (d) the exchange rate (where applicable) which applied to each Transaction;
 - (e) where applicable, the amount of each Transaction following a currency conversion (in GBP sterling); and
 - (f) for each Transaction, the date on which your authorisation was received by us as described in clause 5.3 of these Terms and Conditions; and
 - (g) the indicative savings you have made in respect of each Transaction in a transaction other than GBP sterling. Indicative savings are calculated based on a comparison between the average cost of using a debit or credit card from one of the top six debit or credit card providers in the UK to make a point of sale or an ATM transaction overseas and the cost of using your Supercard overseas for the equivalent Transaction. The information contained in the comparison is correct as of 24 May 2016 and may be updated from time to time by Travelex. Indicative savings will be shown in the Supercard App only where they have resulted from a Transaction you have made.

- (h) When you upgrade or change your smartphone, you should delete the Supercard App from your "old" smartphone and reinstall it onto your new smartphone where you will be able to login using your Supercard App username and password.

9. Reporting security breaches and unauthorised or incorrectly executed Transactions

9.1 If you know or suspect that:

- (a) your Supercard or your smartphone with the Supercard App has been lost or stolen, or
- (b) your username, Supercard App password or your Supercard PIN or any other security information is misappropriated or known or used by someone who is not authorised to use it,

you must tell us immediately by calling us on the Service Hotline.

9.2 If you think a Transaction that was not authorised by you has been processed or that a Transaction has been incorrectly executed, you must contact us immediately on our Service Hotline, which is available 24-hours a day, 7 days a week. We may ask you to complete a declaration form and return it to us promptly.

9.3 We may investigate your claim that a Transaction has not been authorised by you and, where permitted by law, we may charge a fee for doing so.

10. Refunding Transactions

10.1 Provided that you notified us in accordance with clause 9.2 above of an unauthorised or incorrectly executed Transaction without delay and at the very latest within 13 months of the debit date of that Transaction you may be entitled to a refund of that Transaction.

10.2 If the unauthorised Transaction arose from the loss, theft or misappropriation of your Supercard or of your username, Supercard App password or your Supercard PIN or any other security information, we will refund the amount involved, except the first £50, for which you may be liable.

10.3 If the unauthorised Transaction arose from you acting fraudulently or where, with intent or gross negligence, you failed to use your Supercard in accordance with these Terms and Conditions (including the obligations to keep safe your Supercard, username and password applying to your Supercard App and your Supercard PIN or any other security information), we will not make any refund and you will be liable for the full amount of all losses incurred.

10.4 Where any refund is due to you, we shall make it immediately or, if that is not possible, as soon as practicable following receipt of your claim or of any further information we may request in order to investigate your right to a refund. However, if, following investigation, we have reasonable grounds to believe that a refund was not in fact due to you for any reason, or that we have made too large a refund, we may reverse that previous refund and you may be liable for any loss we suffer from your use of your Supercard and/or the Supercard App.

11. Our liability

11.1 We will not be liable to you for any loss arising from:

- (a) any unauthorised Transaction where you acted fraudulently or where, with intent or gross negligence, you failed to use your Supercard in accordance with these Terms and Conditions (including the obligations to keep safe the Supercard and the username and password applying to your Supercard App and/or your Supercard PIN or any other security information);
- (b) any abnormal or unforeseeable circumstances outside of our control, where we could not have avoided those consequences even though we made all efforts to do so;
- (c) any merchant refusing to accept your Supercard; or
- (d) our compliance with applicable legal or regulatory requirements.

11.2 We will also not be liable for:

- (a) business interruption; or
- (b) loss of revenue, reputation, goodwill, opportunity or anticipated savings; or

- (c) any loss or damage whatsoever which does not stem directly from our breach of these Terms and Conditions.
- 11.3 We will use reasonable efforts to make your Supercard available to you, but we will not be liable to you for any loss or damage arising if it is not available to use at any time, or if access is interrupted.
- 11.4 Other than the losses set out in the paragraphs above (for which we are not liable) and subject to the paragraphs below, our maximum aggregate liability under or in connection with these Terms and Conditions whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to £200 in any 12 month period.
- 11.5 Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury resulting from our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 11.6 Wirecard does not warrant or promise that the Supercard will meet your requirements and you shall use the Supercard at your own risk. Wirecard shall not be liable to you for the performance of the Supercard App, which is provided to you by Travelex and is subject to the Supercard App terms and conditions and Travelex's privacy policy.

12. **Ownership and protection of information**

- 12.1 All intellectual property rights in the Supercard throughout the world belong to Wirecard, Travelex or their licensors. Rights in the Supercard are licensed (not sold) to you, and you have no rights in, or to, the Supercard other than the right to use it in accordance with the terms of these Terms and Conditions. You have no right to have access to any underlying software in source code form. Except as permitted by law, you must not copy, reproduce, unzip, modify, alter, reverse engineer, disassemble, decompile, translate or create derivative works of the software in the Supercard or any part of it. Your right to use the Supercard will end upon the cancellation of the contract between us in accordance with clause 7.
- 12.2 All aspects of the Supercard, including the specific design and structure of individual programs, form part of Wirecard, Travelex or their licensors' trade secrets and/or copyrighted material. You therefore agree not to disclose, provide, copy or otherwise make available such trade secrets or copyrighted material in any form to any third party without Wirecard's (or the applicable owner's) prior written approval.

13. **Changes to these Terms and Conditions**

We reserve the right to change the Terms and Conditions at any time. We will take into account your interests affected by the intended changes and will only make changes that we consider to be reasonable. Changes to exchange rates will take effect immediately where they move in your favour or where they result from a change to the reference rate of MasterCard from time to time. For all other changes, we will give you at least two months' prior written notice via e-mail of any intended change to the Terms and Conditions and we will provide you with the new version of the Terms and Conditions. If you do not agree with the proposed change you must tell us via one of the Contact Methods before that change takes effect, otherwise you will be deemed to have accepted the change to the Terms and Conditions.

14. **Fees and Usage Restrictions**

- 14.1 Details of the Fees and charges relating to your Supercard and the Usage Restrictions applying to your Supercard can be found in Annex A of these Terms and Conditions. The Fee rates and Usage Restrictions applying from time to time can be accessed via the dashboard section of your Supercard App or you can ask us for a copy at any time using one of the Contact Methods.
- 14.2 By accepting these Terms and Conditions and by applying for your Supercard, you agree to pay the applicable Fees relating to your use of the Supercard.

15. **Your details**

You confirm that any information you provide us with is true, accurate and up-to-date. You confirm that you will let us know immediately by contacting us using one of the Contact Methods if you change your personal details. If we contact you in relation to your Supercard we will use the most recent contact details you have provided to us.

16. **Data Protection and how we use your information**

- 16.1 We are a data controller of the personal data that you provide to us (or to Travelex on our behalf) (including, without limitation, an email address or other username and a password). We will process your personal data in accordance with these Terms and Conditions and our privacy policy ("**Privacy Policy**"). Please read the Privacy Policy carefully as it provides information about how we use, share, store and process your personal information. By using your Supercard you consent to Wirecard processing such information in this way.
- 16.2 Travelex also acts as a data controller in respect of certain aspects of your personal data (including personal information you provide when you register for the Supercard App and through your use of your Supercard and Supercard App). Travelex has a separate privacy policy which applies to the Supercard App in addition to our Privacy Policy. You will be asked to accept the Travelex privacy policy when you download and install the Supercard App from Apple's App Store or the Google Play Store. Please ensure you read the Travelex privacy policy carefully. By using the Supercard App, you also agree to the uses of your personal data as described in the Travelex privacy policy.
- 16.3 If we suspect that we have been given false or inaccurate information, we may record our suspicion together with any other relevant information.
- 16.4 You must not give us personal information about someone else (such as alternative named contacts) without first getting his or her consent for it to be used and disclosed for such use in accordance with these Terms and Conditions and our Privacy Policy.

17. **Assignment**

We may assign our rights and obligations under these Terms and Conditions to another company (including to Wirecard Bank AG) at any time, on giving you 2 months' prior written notice of this. If we do this, your rights under these Terms and Conditions will not be affected.

18. **Complaints**

- 18.1 If you have a complaint about your Supercard you can email support@supercard.travelex.com or call +44 (0)20 3364 5155 and we will aim to deal quickly and fairly with any complaints you have about your Supercard and in any event, within 8 weeks of receiving your complaint. We will keep you informed of any progress or steps taken with regard to the resolution of your complaint.
- 18.2 If we do not resolve your complaint about your Supercard you may be able to refer it to the UK Financial Ombudsman Service. You can contact the UK Financial Ombudsman by telephone on: from inside the UK: 0300 123 9123 or 0800 023 4567; from other countries: +44 20 7964 0500 on Monday to Friday, 8am to 8pm and on Saturday 9am to 1pm or by post at The Financial Ombudsman Service, Exchange Tower, London E14 9SR, or by email: enquiries@financial-ombudsman.org.uk. The UK Financial Ombudsman Service is also available in a number of different languages and if you need it you will be put in touch with a translator when you contact the UK Financial Ombudsman Service.
- 18.3 You may also be able to refer your complaint about your Supercard to the European Commission Online Dispute Resolution platform at www.ec.europa.eu/odr. The platform is a web-based platform which is designed to help consumers who have bought goods, services or digital content online. It provides access to independent alternative dispute resolution services which are usually free for you to use.

19. **Disputes with merchants**

If you have any disputes about purchases made using your Supercard, you should settle these with the person from whom you bought the goods or services. We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased using your Supercard. Remember that once you have used your Supercard to make a purchase or to withdraw cash we cannot stop that Transaction. If your Funding Card is a credit card and you believe you may have a claim under section 75 of the Consumer Credit Act 1974, then you should refer this to your Funding Card issuer.

20. **Severance**

If any court or competent authority finds that any provision in these Terms and Conditions (or any part of any provision) is invalid, illegal or unenforceable, that provision (or part) shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms and Conditions shall not be affected.

21. **Governing law and language**

These Terms and Conditions are governed by English law and are subject to the exclusive jurisdiction of the English Courts. These Terms and Conditions are in English and all communications with you will be in English.

Annex A

Fees and Usage Restrictions

1 Details of the Fees and charges relating to your Supercard are listed below:

Use	Fee (£GBP)
Registration fee	Free
Issuance of the Supercard (including delivery)	Free
Use of Supercard app	Free
Lost / stolen replacement Supercard	£3.00
Cancellation of Supercard	Free
Supercard account renewal fee	Free
Inactivity fee	Free

Type, location and currency of Transaction	Fee (£GBP)
POS Transactions within the UK (executed in GBP)	£1.00 + 1.00% (of POS Transaction value)
E-Commerce Transactions within the UK (executed in GBP)	£1.00 + 1.00% (of E-Commerce Transaction value)
ATM Transaction within the UK (executed in GBP)	£1.00 + 1.00% (of ATM Transaction value)
POS Transactions within the UK (non-sterling transactions)	£1.00 + 1.00% (of POS Transaction value)
E-Commerce Transactions within the UK (non-sterling transactions)	£1.00 + 1.00% (of E-Commerce Transaction value)
ATM Transaction within the UK (non-sterling transactions)	£1.00 + 1.00% (of ATM Transaction value)
POS Transactions outside the UK (executed in GBP)	0
E-Commerce Transactions outside the UK (executed in GBP)	0
ATM Transaction outside the UK (executed in GBP)	2.99% (of ATM Transaction value)
POS Transactions outside the UK (non-sterling transactions)	0

E-Commerce Transactions outside the UK (non-sterling transactions)	0
ATM Transaction outside the UK (non-sterling transactions)	2.99% (of ATM Transaction value)

The amount of Fees may change over time and the Fee rates applying from time to time can be accessed via the Supercard App or you can ask us for a copy of our current Fee rates using one of the Contact Methods. Please note that some ATM operators may charge a fee for your use of the ATM in addition to the Fees set out above.

2 The following Usage Restrictions apply to your use of your Supercard:

(a) the amount which you can spend or withdraw using your Supercard is subject to the following limits (the “**Transaction Limits**”):

Transaction		Transaction Limits (£GBP)
POS Transactions and E-Commerce Transactions (combined limits)	Per single POS Transaction or E-Commerce Transaction:	5,000.00
	Per day:	6,500.00
	Per week:	10,000.00
	Per month:	20,000.00
	Per year:	50,000.00
ATM Transactions	Per single ATM Transaction:	250.00
	Per day:	500.00
	Per week:	2,000.00
	Per month:	5,000.00
	Per year:	10,000.00

The Transaction Limits will be calculated in GBP sterling using the amount that is deducted from your Funding Card following the relevant Transaction. This will comprise the value of the Transaction (once it has been converted into GB pounds sterling, as applicable) plus the relevant Fee applying to that Transaction;

(b) the number of Transactions which you can make with your Supercard is subject to the following limits:

Transaction		Number permitted
POS Transactions and E-Commerce Transactions (combined limits)	Per day:	20
	Per week:	100
	Per month:	200
	Per year:	2,000
ATM Transactions	Per day:	5
	Per week:	35
	Per month:	100
	Per year:	500

3 In addition to the Transaction Limits set out at paragraph 2(a) above, the amount which you can spend or withdraw using your Supercard may also be limited from time to time by regulation or by a merchant's or ATM operator's acceptance policies and implementation procedures.

4 You are responsible for monitoring your Transactions and your Transaction history to ensure you do not exceed the Transaction Limits specified in paragraph 2 above. Any Transactions which you attempt to make in excess of the Usage Restrictions will be declined.



Supercard - Travel Insurance – Benefit Schedule

BENEFIT TABLE	
All benefit amounts are per beneficiary per trip unless otherwise noted	
Section A – Pre-Travel Advice	
Travel Advice	Included
Section B – Emergency Medical Assistance	
Emergency Medical Assistance	Included
Section C – Delayed Departure/ Involuntary Denial of Boarding/Missed Connection	
Delayed Departure, after 4 hours, maximum in total for all beneficiaries travelling together	up to £ 100
Section D – Baggage Delay	
After 4 hours, maximum in total for all beneficiaries travelling together	up to £ 100
Section E – Hospital Benefit	
Hospital Benefit, maximum	up to £ 600
- per day, maximum 30 days	up to £ 20
Section F – Travel Accident	
Travel Accident on Public Transport, maximum	up to £ 20,000
- Permanent Total Disablement, Loss of Limbs, Loss of Sight, (Age 70 and under)	up to £ 20,000
- Loss of Life, (age 18 to 70)	£ 20,000
- Loss of Life (age 17 or under)	£ 1,500
- All Benefits (age 70 and over)	£ 1,500

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INTRODUCTION

This document is not a contract of insurance but summarises the benefits provided to **you** by virtue of **you** holding a Supercard through Wirecard Card Solutions Ltd. The provision of those benefits is enabled by an insurance policy held by and issued to Wirecard Card Solutions Ltd. by Inter Partner Assistance S.A. (policy number 2244003).

Wirecard Card Solutions Ltd. is the only **Policyholder** under the insurance policy and only it has direct rights against the **Insurer** under the policy. This agreement does not give **you** direct rights under the Policy of Insurance; it enables **you**, as a Supercard **Cardholder** to receive benefits. Strict compliance with the terms

and conditions of this agreement is required if **you** are to receive its benefits.

ELIGIBILITY

The benefits summarised in this document are dependent upon **you** being a valid Supercard **Cardholder** at the time of any incident giving rise to a claim. Wirecard Card Solutions Ltd. will give **you** notice if there are any material changes to these terms and conditions or if the Policy supporting the benefits available under this agreement is cancelled or expires without renewal on equivalent terms.

This is **your** benefit guide and agreement with **us**. It contains details of benefits, conditions and exclusions relating to Supercard **Cardholders** and is the basis on which all claims **you** make will be settled.

INSURER

Benefits under this Policy are underwritten by Inter Partner Assistance SA (IPA), whose registered branch office in Ireland is 10/11 Mary Street, Dublin 1, Ireland (company number 906006) and is regulated by the Central Bank of Ireland. IPA is a branch of Inter Partner Assistance SA, a Belgian firm of Avenue Louise, 166 bte1, 1050, Brussels, which is authorised by the National Bank of Belgium. Some of the services under this Policy will be provided by IPA's agent, AXA Travel Insurance (company number 426087), of the same Ireland address. All companies are members of the AXA Assistance Group.

POLICYHOLDER

WireCard Card Solutions Ltd., Grainger Chambers, 3-5 Hood Street, Newcastle upon Tyne, NE1

IMPORTANT INFORMATION

1. Claims arising directly or indirectly from any **pre-existing medical conditions** are not covered.
2. Claims arising when **you** are travelling against the advice of a **medical practitioner** (or would be travelling against the advice of a **medical practitioner** had **you** sought their advice) are not covered.
3. Claims arising when **you** are travelling with the intention of obtaining medical treatment or consultation abroad are not covered.
4. Claims arising when **you** have any undiagnosed symptoms that require attention or investigation in the future (that is symptoms for which **you** are awaiting investigations or consultations, or awaiting results of investigations, where the underlying cause has not been established) are not covered.
5. In case of any event giving rise to a claim **you** or the treating facility should contact **us** on +44 (0) 203 364 5155 as soon as possible.
6. These benefits will be governed by the laws of England and Wales.
7. The duration of any **trip** may not exceed 30 consecutive days with a maximum 183 travel days in any 12 month period. Please note if **your trip** is longer than the maximum duration, benefits will not apply to any part of that **trip**. **Trips** must begin and end in the **country of residence**. **Trips** using one way or one way open tickets are not covered unless the outbound and inbound travel tickets have been purchased before the **trip** begins. Any **trip** solely within the **country of residence** is only covered where **you** are travelling more than 100 kilometres from **home** and have pre-booked at least two nights' stay at a registered accommodation provider rented for a fee.
8. Cover for Benefits in Section E – Hospital Benefit is excluded in the country of residence.

SUBROGATION

These insurance benefits are secondary to any travel insurance policy **you** may have. Before **you** claim under this Benefit Schedule, **you** must claim off of any other insurance policy, indemnity, warranty or any other source for any claim up to the policy limit. Once this has been reached, **you** may make a claim for the balance under this Benefit Schedule. **We** will not cover any costs where there is another insurance policy, indemnity, warranty, or health insurer or any other source covering the same loss, damage, expense or liability (not applicable to Section F – Travel Accident).

DEFINITIONS

Any word or expression which relates to a definition will have the same meaning throughout the benefit schedule unless otherwise stated and will be highlighted in bold. There may also be specific definitions relating to that section of the Benefit Schedule, these will all be listed at the start of the policy section.

You/your/beneficiary(ies) – the **Cardholder** and his/her spouse or legal partner (any couple in a common law relationship living permanently at the same address), their unmarried children, aged under 21 who are financially dependent (according to the regulations of the country of residence) on the **Cardholder**, all living in the **country of residence** and travelling on a **trip**.

Beneficiaries are covered for benefits when travelling independently of one another with the exception of:

Section C – Delayed Departure/ /Involuntary Denial of Boarding/Missed Connection;

Section D – Baggage Delay;

where all **beneficiaries** must be travelling on the **trip** with and to the same destination as the **Cardholder**.

We/us/our – the service provider, arranged by AXA Travel Insurance 10/11 Mary Street, Dublin 1, Ireland (company number 426087).

Adverse weather conditions – rain, wind, fog, thunder or lightning storm, flood, snow, sleet, hail, hurricane, cyclone, tornado or tropical storm which is not caused by or has not originated from a geological or catastrophic event such as but not limited to an earthquake, volcano or tsunami.

Baggage – clothing, personal effects, luggage and other articles which belong to **you** which are worn, used or carried by **you** during any **trip**.

Benefit Table – the table listing the benefit amounts on page 1.

Bodily Injury – an identifiable physical injury caused by a sudden, violent, external, unexpected specific event. Injury as a result of **your** unavoidable exposure to the elements shall be deemed to be a **bodily injury**.

Cardholder – the holder of a **covered card**.

Close relative – mother, father, sister, brother, spouse, or fiancé/fiancée or common law partner (any couple, in a common law relationship living permanently at the same address) daughter, son, including adopted daughter or son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepparent, stepchild, stepsister, stepbrother, foster child, legal guardian, legal ward, of the **Cardholder**.

Country of residence – the country in which **you** legally reside. **You** must have a residential address that you can refer to and should also be registered with a doctor there.

Covered Card – a SuperCard, issued by Travelex, the card being valid, activated, and the account balance having been paid in accordance with the **Cardholder** agreement at the time of any incident giving rise to a claim.

Insurer – Inter Partner Assistance, 10/11 Mary Street, Dublin 1, Ireland and/or Inter Partner Assistance SA,

Avenue Louise, 166 bte1, 1050, Brussels, Belgium and/or AXA Travel Insurance of the same Irish address. All companies are members of the AXA Assistance Group.

Home – your normal place of residence in your country of residence.

Homeward journey – travelling to your home/business address in the country of residence from your trip destination.

Loss of limb – loss by physical severance, or the total and irrecoverable permanent loss of use or function of, an arm at or above the wrist joint, or a leg at or above the ankle joint.

Loss of sight – total and irrecoverable loss of sight in one or both eye(s); this is considered to have occurred if the degree of sight remaining after correction is 3/60 or less on the Snellen scale. (This means being able to see at 3 feet or less what you should see at 60 feet.)

Medical condition(s) – any medical or psychological disease, sickness, condition, illness or injury that has affected you or any close relative.

Medical practitioner – a legally licensed member of the medical profession, recognised by the law of the country where treatment is provided and who, in rendering such treatment is practising within the scope of his/her licence and training, and who is not related to you or any travelling companion.

Medically necessary – reasonable and essential medical services and supplies, ordered by a medical practitioner exercising prudent clinical judgement, needed to diagnose or treat an illness, injury, medical condition, disease or its symptoms, and that meet generally accepted standards of medical practice.

Outward journey – travelling from your home/business address in the country of residence to your trip destination including international flights, sea crossings or rail journeys which are booked prior to you leaving your country of residence which is directly related to the outbound journey.

Period of cover – cover begins for any trip commencing on or after 21st July 2016. Cover will end when the card account is terminated or when these benefits are cancelled or expire.

The duration of any trip may not exceed 30 consecutive days with a maximum 183 travel days in any 12 month period. Please note if your trip is longer than the maximum duration, benefits will not apply to any part of that trip.

Extension to the period of cover

The period of cover is automatically extended for the period of the delay in the event that your return to your country of residence is unavoidably delayed due to an event covered by this Benefit Schedule.

Permanent total disablement – disablement which, having lasted for a period of at least 12 consecutive months from the date of occurrence will, in the opinion of an independent qualified specialist, prevent you from engaging in, or giving any attention to, any business or occupation for the remainder of your life.

Pre-existing medical condition(s)

- any past or current medical condition that has given rise to symptoms or for which any form of treatment or prescribed medication, medical consultation, investigation or follow-up/check-up has been required or received during the 2 years prior to you holding a covered card and/or prior to the booking of and/or commencement of any trip: and
- any cardiovascular or circulatory condition (e.g. heart condition, hypertension, blood clots, raised cholesterol, stroke, aneurysm) that has occurred at any time prior to commencement of cover under this Benefit Schedule and/or prior to any trip.

Public transport – any public transport by road, rail, sea or air with a licensed carrier operating a regular and/or charter passenger service on which you are booked to travel.

Sports and activities – the activities listed on page 6 for which your participation in during your trip is not the sole or main reason for your trip (excluding golf and winter sports holidays).

Strike or industrial action – any action which is carried out with the intention of stopping, restricting or interfering with the production of goods or provision of services.

Terrorism – an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Trip – any holiday, or journey for business or pleasure made by you worldwide which begins and ends in your country of residence, during the period of cover.

Trips using one way or one way open tickets are not covered unless the outbound and inbound travel tickets have been purchased before the trip begins.

Any trip solely within the country of residence is only covered where you are travelling at least 100 kilometres from home and have pre - booked at least two nights' stay at a registered accommodation provider rented for a fee.

Under the influence – if a toxicology has been completed and produces a result above 0.02% BAC (Blood Alcohol Content) or drug screening proves positive. If a toxicology has not been completed, any report from the time of the incident confirming or

noting any suspicion of **your** consumption/use of drugs or alcohol.

EMERGENCY ASSISTANCE

Contact **us** on Telephone: +44 (0) 203 364 5155.

If **you** suffer any serious illness or accident which may lead to **your** admission to hospital for treatment, or before any plans are made for repatriation **you** must contact **AXA Assistance**. **We** are open 24/7 for advice, assistance, making arrangements for hospital admission, repatriation and assistance with medical expenses. If this is not possible because the condition requires immediate emergency treatment **you** must contact **AXA Assistance** as soon as possible.

Please give the **beneficiaries** name, MasterCard Card number, a telephone, mobile phone or fax number where they can be contacted. Please provide as much information as possible.

RECIPROCAL HEALTH AGREEMENTS

EUROPEAN UNION (EU), EUROPEAN ECONOMIC AREA (EEA) AND SWITZERLAND

Before travelling to a European Union (EU) country, the European Economic Area (EEA) or Switzerland, **we** recommend that **you** apply for a European Health Insurance Card (EHIC). This card entitles **you** to certain free or reduced cost health cover arrangements in the EU, EEA or Switzerland.

For more information **you** should contact: NHS Business Service Authority, European Health Insurance Card, EHIC Applications, Bridge House, 152 Pilgrim Street, Newcastle upon Tyne, NE1 6SN, or call 0300 330 1350, or visit their website at: <https://www.gov.uk/european-health-insurance-card>

When **you** are travelling to Australia/New Zealand and **you** register for treatment under the national healthcare scheme. This provides free treatment at a public hospital, subsidised medicines and benefits for medical treatment provided by doctors through private surgeries and Government Health Centres (not hospitals).

AUSTRALIA

You must enrol at Medicare offices in Australia if **you** will be receiving treatment. If **you** receive treatment before **you** enrol, Medicare benefits can be backdated, if **you** are eligible. To be eligible **you** must be a resident of Belgium/Finland/Italy/Malta/the Netherlands/Norway/the Republic of Ireland/Slovenia/Sweden/or the United Kingdom and will need to show **your** passport with an appropriate visa. If **you** need treatment which cannot be carried out under Medicare **you** must contact **us** before seeking private treatment. If **you** do not enrol at Medicare offices or seek any private treatment without the prior authorization of **us**, **we** may reject **your** claim or limit the amount **we** pay to **you**.

For more information **you** should contact: Health Insurance Commission, PO Box 1001, Tuggeranong,

ACT 2901, Australia or visit their website at: <http://www.humanservices.gov.au>

NEW ZEALAND

Under the reciprocal health agreement, a UK citizen is eligible for treatment on the same basis as a New Zealand citizen. If **you** need any medical treatment please show the treating facility:

- **your** valid UK passport with visitor VISA
- **your** return ticket for your return journey to the UK.

You will not be eligible for treatment under this agreement if **you** are not a UK citizen (hold a valid UK passport) or do not permanently reside in the UK.

For more information **you** should contact: Ministry of Health, PO BOX 5013, Wellington, 6145, New Zealand or visit their website at:

<http://www.health.govt.nz/new-zealand-health-system>

GENERAL CONDITIONS

You must comply with the following conditions. If **you** do not comply **we** may at **our** option refuse to deal with **your** claim, or reduce the amount of any claim payment.

1. Cover for benefits in Section E – Hospital Benefit is excluded in **your country of residence**.
2. **You** must take all reasonable care and precautions to protect **yourself** against accident, illness, disease or injury and to safeguard **your** property against loss, theft or damage. **You** must act as if **you** are not covered and take steps to minimise **your** loss as much as possible and take reasonable steps to prevent a further incident and to recover missing property.
3. **You** must tell **us** as soon as possible in the event of an emergency.
4. **We** ask that **you** notify **us** within 28 days from when **you** knew that **you** would need to make a claim and **you** return **your** completed claim form and any additional information to **us** as soon as possible.
5. **You** or **your** legal representatives must supply at **your** own expense all necessary information that may be needed including details of other insurance policies that may cover the claim. **We** may refuse to reimburse **you** for any expenses for which **you** cannot provide receipts or bills. Please keep copies of all documents sent to **us**.
6. **You** must not admit, deny, settle, reject, negotiate or make any arrangement for any claim without **our** permission.
7. **You** must tell **us** and provide full details in writing immediately if someone is holding **you** responsible for damage to their property or **bodily injury** to them.
8. In the event of a claim and if **we** require it, **you** must agree to be examined by a **medical practitioner** of **our** choice at **our** expense. In the event of **your** death **we** may also request and will pay for a post-mortem examination.
9. If **we** provide transportation or settle **your** claim and as a result **you** have unused travel ticket(s) **you** must surrender them to **us**. If **you** do not **we**

- will deduct the amount from any amount paid to **you**.
10. **We** have the right, if **we** choose, in **your** name but at **our** expense to:
 - a) take over the settlement of any claim;
 - b) take legal action in **your** name to get compensation from anyone else for **our** own benefit or to get back from anyone else any payments that have already been made;
 - c) take any action to get back any lost property or property believed to be lost.
 11. If **you** or anyone acting for **you** in any respect, attempts to gain funds, information or other assets by deception or any other illegal means, including deliberate misrepresentation or omission of facts in order to misrepresent the true situation, cover shall become void. **We** may inform the police and **you** must repay to **us** any amount already received under the policy.
 12. If **we** pay any expense which is not covered, **you** must pay this back within one month of **our** asking.
 13. **You** must understand that remote geographical locations or unforeseeable adverse local conditions may prevent the normal standard of service being provided.
 14. If **you** possess multiple Traveler Supercard cards **we** will only pay the highest single limit of the cards, the benefit values will not be cumulative.

GENERAL EXCLUSIONS

These exclusions apply throughout **your** Benefit Schedule. **We** will not pay for claims arising directly or indirectly from:

1. Any **pre-existing medical conditions**.
2. Under all sections, any claim not arising from the circumstances listed in WHAT IS COVERED.
3. Claims where **you** have not provided the necessary documentation requested by **us** at **your** expense. **We** may also ask for more documentation to substantiate **your** claim.
4. **Your** engagement in or practice of manual work defined as: any work above ground level; work using cutting tools, power tools and machinery; work involving hands-on involvement with the installation, assembly, maintenance or repair of electrical, mechanical or hydraulic plant; undertaking work of a plumber, electrician, lighting or sound technician, carpenter, painter/decorator or builder, or manual labour of any kind, with the exception of bar and restaurant work, wait staff, chalet, maid, au pair and child care, and occasional light manual work at ground level including retail work and fruit picking.
3. **Your** participation in or practice of any sport or activity unless it is shown as covered under **Sports and Activities** on page 6 regardless of whether undertaken as an organised event. Flying except as a fare paying passenger in a fully-licensed passenger-carrying aircraft; the use of a motorised vehicle or motorised vehicles unless a full driving licence is issued in **your country of residence** is held permitting the use of such vehicles and in the case of two or three wheeled

- vehicles **you** and **your** passenger are wearing a helmet; professional entertaining; professional sports; racing (other than on foot); motor rallies and motor competitions or any tests for speed or endurance.
4. **You** attempting or committing suicide; deliberately injuring **yourself**; using any drug not prescribed by a **medical practitioner**, being addicted to, abusing or being **under the influence** of drugs, solvents, or alcohol.
5. Self-exposure to needless peril (except in an attempt to save human life).
6. **Your** involvement in a fight except in self-defence.
7. **Your** travel against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider.
8. **Your** own unlawful action or any criminal proceedings against **you** or any loss or damage deliberately carried out or caused by **you**.
9. Any other loss, damage or additional expense following on from the event for which **you** are claiming. Examples of such loss, damage or additional expenses would be the cost incurred in preparing a claim, loss of earnings, loss or costs incurred arising from the interruption of **your** business, inconvenience, distress, or loss of enjoyment.
10. Operational duties as a member of the Armed Forces.
11. **Your** travel to a country or specific area or event to which a government agency in the **country of residence** or the World Health Organisation has advised the public not to travel, or which are officially under embargo by the United Nations.
12. **You** climbing, jumping or moving from one balcony to another regardless of the height of the balcony.
13. Any costs **you** would have been required or been expected to pay, if the event resulting in the claim had not happened.
14. Any circumstances **you** are aware of that could reasonably be expected to give rise to a claim
15. Costs of telephone calls, faxes or internet charges unless they are documented as costs to contact **us**.
16. A condition for which **you** are not taking the recommended treatment or prescribed medication as directed by a **medical practitioner**.
17. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, **terrorism**, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power but this exclusion shall not apply to losses under Section E – Hospital Benefit unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of any **trip**.
18. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.

19. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
20. Any claim within the **country of residence** for Section E – Hospital Benefit.

SPORTS AND ACTIVITIES

You are covered under Section E – Hospital Benefit for the following activities. Sports and activities are excluded if **your** participation in them is the sole or main reason for **your trip** (excluding golf and **Winter Sports trips**).

- Abseiling
- Archery
- Badminton
- Baseball
- Basketball
- Bowling
- Camel Riding
- Canoeing (up to grade/class 3)
- Clay pigeon shooting
- Cricket
- Cross country skiing
- Elephant Riding
- Fell running
- Fencing
- Fishing
- Football
- Glacier Skiing
- Go- Karting
- Golf
- Hockey
- Horse Riding
- Horse Trekking
- Hot air ballooning
- Ice Skating (on recognised ski rinks)
- Jet Biking
- Jet Skiing
- Kitesurfing
- Monoskiing
- Mountain bicycling on tarmac
- Netball
- Orienteering
- Paintball
- Pony Trekking
- Racquetball
- Road Cycling
- Roller skating
- Rounders
- Running
- Sailing
- Scuba diving † (see note below)
- Ski touring
- Skidoo/snowmobiling
- Skiing (on piste or off piste with a guide)
- Snowblading
- Snowboarding (on piste or off piste with a guide)
- Snowshoeing
- Squash
- Surfing
- Table Tennis
- Tennis

- Tobogganing
- Trampolining
- Trekking (up to 4000 metres without use of climbing equipment)
- Volleyball
- War games
- Water polo
- Water Skiing
- Wind Surfing
- Yachting
- Zorbing

† Scuba diving to the following depths, when **you** hold the following qualifications, and are diving under the direction of an accredited dive marshal, instructor or guide and within the guidelines of the relevant diving or training agency or organisation:

- PADI Open Water – 18 metres
- PADI Advanced Open Water – 30 metres
- BSAC Ocean Diver – 20 metres
- BSAC Sports Diver – 35 metres
- BSAC Dive Leader – 50 metres

We must agree with any equivalent qualification. If **you** do not hold a qualification, **we** will only cover **you** to dive to a depth of 18 metres.

SECTION A – PRE-TRAVEL ADVICE

WHAT IS COVERED

Before and during **your trip** **we** will provide **you** with information on preparing for a journey; current visa and entry requirements for all countries; current vaccination requirements and information on current World Health Organisation warnings; customs, duties and regulations; foreign exchange rates and value added taxes; weather forecasts abroad; specific languages spoken at the travel destination; time zones and time differences.

SECTION B – EMERGENCY MEDICAL ASSISTANCE

WHAT IS COVERED

We will assist and make arrangements for the following benefits, for each **beneficiary** who suffers sudden and unforeseen **bodily injury** or illness, or who dies during a **trip** outside the **country of residence**.

Payment of the following benefits in Section B should be covered by the Insurer underwriting benefits under the **beneficiaries** travel insurance policy (subject to terms and conditions issued by the Insurer of such benefits).

1. EMERGENCY MEDICAL REFERRAL

We will provide the initial response to **your** request for medical assistance. **We** will record **your** request and will advise **you** of the immediate steps **you** should take. **We** will not make a diagnosis but, at **your** request and expense, will arrange an appointment with a **medical practitioner** for an appropriate diagnosis, with payment made by **you** at the time of the visit, or make an appointment for **you** with an appropriate medical facility, with payment made by **you**.

2. MEDICAL EVACUATION/REPATRIATION

Should **you** suffer **bodily injury** or illness and **we** and the attending **medical practitioner** recommend hospitalisation, **we** will arrange for:

- a) **Your** transfer into one of the nearest hospitals, and
- b) If necessary on medical grounds,
 - i. **your** transfer to a hospital more appropriately equipped for the particular injury or illness, or
 - ii. **your** direct repatriation to an appropriate hospital or other health care facility near **your home**, if **your** medical condition permits repatriation.

Our Chief Medical Officer and the attending **medical practitioner** will determine whether **your** medical conditions permit repatriation as a regular passenger or whether other arrangements are necessary under the circumstances.

3. REPATRIATION AFTER MEDICAL TREATMENT

Upon **your** discharge from hospital, **we** shall arrange **your** repatriation to **your home** as a regular passenger when such travel is possible, according to the medical opinion of both the treating **medical practitioner** and **our** Chief Medical Officer. **We** shall make other necessary arrangements according to **your** medical condition, if they are not covered under **your** original return ticket.

4. HOTEL ROOM FOR CONVALESCENCE

We will organise accommodation for **you** up to €100 per night for 5 nights for the sole purpose of convalescence immediately following **your** discharge from the hospital and if deemed **medically necessary** by both the treating **medical practitioner** and **our** Chief Medical Officer, who will together determine the duration of the required convalescence.

5. EMERGENCY VISIT

If **you** are hospitalised as a result of a **bodily injury** or illness and if recommended on medical grounds by **our** Chief Medical Officer, **we** will organise for a return economy ticket from the **country of residence** as well as reasonable accommodation costs for a person requested by **you** to visit.

6. REPATRIATION OF MORTAL REMAINS

In the event of **your** death **we** will make all the necessary arrangements (including any activities necessary to meet official formalities), for the repatriation of **your** body or ashes to the place of burial in the **country of residence**.

IMPORTANT CONDITIONS

1. **You** must give **us** notice as soon as possible of any **bodily injury** or medical condition which necessitates **your** admittance to hospital as an in-patient or before any arrangements are made for **your** repatriation.
2. In the event of **your** **bodily injury** or medical condition **we** reserve the right to relocate **you** from one hospital to another and arrange for **your**

repatriation to the **country of residence** at any time during the **trip**. **We** will do this if in the opinion of the **medical practitioner** in attendance or **our** Chief Medical Officer **you** can be moved safely and / or travel safely to the **country of residence** to continue treatment.

WHAT IS NOT COVERED

1. Any claim arising directly or indirectly from any **pre-existing medical conditions**.
2. Any treatment which is not a surgical or medical procedure with the sole purpose of curing or relieving acute unforeseen illness or injury.
3. Any form of treatment or surgery which in the opinion of **our** Chief Medical Officer can be delayed reasonably until **your** return to the **country of residence**.
4. Any benefits when **you** are travelling against the advice of a **medical practitioner** (or would be travelling against the advice of a **medical practitioner** had **you** sought his/her advice).
5. Any medical treatment, diagnostic testing or consultation that was pre-planned or pre-known by **you**.

SECTION C – DELAYED DEPARTURE, INVOLUNTARY DENIAL OF BOARDING, MISSED CONNECTION

WHAT IS COVERED

If **you** have arrived at the terminal and have checked in or attempted to check in during **your outward journey** or **homeward journey** and the departure of **your** pre-booked scheduled **public transport** is delayed at the final departure point for at least 4 hours from the scheduled time of departure due to:

- a) **strike or industrial action**; or
- b) **adverse weather conditions**; or
- c) mechanical breakdown of or a technical fault occurring in the scheduled **public transport** on which **you** are booked to travel;
- d) involuntary denial of boarding a confirmed scheduled flight if **you** have checked-in or attempted to check in within the published check-in times

we will reimburse **your** costs incurred in respect of restaurant meals and refreshments consumed within the airport, port or rail terminal, or additional accommodation (room only) after a minimum of 4 hours delay and **your** actual departure time, up to the maximum amount shown in the **Benefit Table** for **beneficiaries** travelling together. Claims are strictly calculated from the time of **your** scheduled departure to the time of **your** actual departure.

WHAT IS NOT COVERED

1. Any costs or charges for which any carrier or provider must, has or will compensate **you**.
2. All amounts in excess of actual expenses of any compensation paid by the carrier.
3. Costs in excess of the original provider's alternative arrangements should **you** choose any alternative transportation.
4. Claims where **you** have not checked in according to the itinerary supplied to **you**.

5. Claims where **you** have not obtained confirmation from the carriers (or their handling agents) in writing of the number of hours of delay and the reason for the delay.
6. Claims where **you** have not obtained a written report substantiated by www.worldweatheronline.com/ confirming the **adverse weather** which caused the delay.
7. Claims where **you** have not retained and provided original receipts for costs above £5.
8. **Strike or industrial action** or air traffic control delay which had commenced or for which the start date had been announced before **you** made **your** travel arrangements for **your trip**, and/or these benefits became effective.
9. Withdrawal from service of **public transport** on the recommendation of the Aviation Authority or a Port Authority or any similar body in any country.
10. Any expenses when reasonable alternative travel arrangements have been made available within 4 hours of the scheduled departure time.
11. Missed connection with less than a minimum connection time of 2 hours between connecting flights or longer if flight reservations systems require longer periods for connections.
12. Any claims where written proof from the airline is not obtained confirming **your** inability to travel through over-booking and the period of delay until your next available flight is confirmed
13. More than one claim under this section for the same event for Delayed Departure, Involuntary Denial of Boarding, or Missed Connection.
14. Privately chartered flights.
15. Costs for taxi fares, newspapers, laundry costs, or interpreters' fees.

Please refer to GENERAL CONDITIONS and GENERAL EXCLUSIONS.

SECTION D – BAGGAGE DELAY

WHAT IS COVERED

Up to the amount shown in the **Benefit Table** in total for all **beneficiaries** travelling together, for the emergency replacement of clothing, medication and toiletries if the checked in **baggage** is temporarily lost in transit during the **outward journey** and not returned to **you** within 4 hours of **your** arrival, provided written confirmation is obtained from the airline, confirming the number of hours the **baggage** was delayed.

IMPORTANT CLAIM CONDITIONS

1. Within 14 days of the return of **your baggage** you should notify the carrier in writing that **we** will submit a claim to them for additional expenses due to the delay. **You** must submit the claim to **us** in the first instance and **we** will then file **your** claim with the carrier on **your** behalf.
2. **You** must obtain written confirmation from the carrier, confirming the number of hours the **baggage** was delayed. **You** must:
 - a) obtain a Property Irregularity Report from the airline or their handling agents
 - b) give written notice of the claim within the time limitations of the carrier and retain a copy.

c) retain all travel tickets and tags to submit with a claim.

3. All amounts are only for actual receipted expenses in excess of any compensation paid by the carrier.
4. The amounts shown in the **Benefit Table** are the total for each delay irrespective of the number of **beneficiaries** travelling together.
5. If the **covered card** could not be used for the essential purchases, itemised receipt for these purchases must be retained.

WHAT IS NOT COVERED

1. Claims due to delay, confiscation or detention by customs or other authority.
2. Claims arising from **baggage** shipped as freight or under a bill of lading.
3. Amounts in excess of any compensation paid by the carrier.
4. Reimbursement for Items purchased after **your baggage** was returned.
5. Reimbursement where itemised receipts are not retained.
6. Claims which do not relate to **your outward journey** on a **trip** outside of the **country of residence**.

Please refer to GENERAL CONDITIONS and GENERAL EXCLUSIONS.

SECTION E – HOSPITAL BENEFIT

WHAT IS COVERED

We will also reimburse **you** up to the amount shown in the **Benefit Table** for incidental expenses (such as telephone line rental, television rental and visitor taxi journeys) for each continuous 24 hour period that **you** have to spend in hospital as an in-patient outside the **country of residence**. All itemised receipts must be retained to submit with **your** claim.

WHAT IS NOT COVERED

1. Any costs where **you** have not retained and provided an original receipt.
2. Any **pre-existing medical conditions**.
3. Any claims arising directly or indirectly from:
 - a) any additional period of hospitalisation relating to treatment or surgery, including exploratory tests, which are not directly related to the **bodily injury** or **medical condition** which necessitated **your** admittance into hospital.
 - b) any additional period of hospitalisation relating to treatment or services provided by a convalescent or nursing home or any rehabilitation centre.

Please refer to GENERAL CONDITIONS and GENERAL EXCLUSIONS.

SECTION F – TRAVEL ACCIDENT

WHAT IS COVERED

If **you** suffer an accidental **bodily injury** whilst on **public transport** during **your trip** which, within 12 months is the sole and direct cause of **your** death or **loss of limb**,

loss of sight or permanent total disablement, we will pay to you or your legal personal representative one of the benefits as shown in the **Benefit Table.**

Benefit is not payable under more than one item shown in the **Benefit Table**.

IMPORTANT CLAIMS CONDITIONS

1. **Our medical practitioner** may examine **you** as often as may be reasonably necessary prior to paying a claim.
2. The benefit is not payable to **you** under more than one of the items shown in the **Benefit Table**.

WHAT IS NOT COVERED

1. Any claim arising directly or indirectly from any **pre-existing medical conditions**.
2. Any disability or death that is caused by a worsening of physical health (e.g. a stroke or a heart attack) and not as a direct result of a **bodily injury**.
3. Payment under **permanent total disablement** one year before the date **you** sustain **bodily injury**.
4. Normal and habitual travel to and from the **beneficiary's home** and place of employment or second residence as this shall not be considered as a covered **trip**.

Please refer to GENERAL CONDITIONS and GENERAL EXCLUSIONS.

MAKING A CLAIM

In the event of an emergency **you** should call **us** on +44 (0) 203 364 5155.

To submit a non-emergency claim please call our claims team on +44 (0) 203 364 5155 (Monday - Friday 9:00 - 17:00) to obtain a claim form. **You** will need to give:

- **your** name
- **your covered card** number
- brief details of **your** claim.

We ask that **you** notify **us** within 28 days of **you** becoming aware of needing to make a claim (unless otherwise stated) and return the completed claim forms with any additional requested documentation as soon as possible. Please send the completed claim forms and additional documents to: AXA Travel Insurance, PO BOX 458, Feltham, TW13 9EP, England. Please ensure the claim reference number is on the documentation **you** send. Alternatively **you** can email the completed claim forms and documents to: claims@axa-assistance-claims.com. Please ensure the claim reference number is in the subject box of the email.

Please keep a copy of all documents sent to **us**. To help **us** agree a quick and fair settlement of a claim, it may sometimes be necessary for **us** to appoint a claims handling agent.

COMPLAINTS PROCEDURE

We make every effort to provide **you** with the highest standards of service. If on any occasion **our** service falls below the standard **you** would expect **us** to meet, the procedure below explains what **you** should do.

You can write to the Quality Manager, who will arrange an investigation on behalf of the General Manager, at: AXA Travel Insurance, Head of Customer Care, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, United Kingdom.

Or **you** may use e-mail:

claimcomplaints@axa-assistance.co.uk

Or telephone +44 (0) 1737 815 227 (Monday - Friday 09:00 -17:00)

If it is impossible to reach an agreement, **you** may have the right to make an appeal to the Financial Ombudsman Service by writing to: Financial Ombudsman Service, Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR, United Kingdom; Or **you** can phone 0800 023 4567, free for people phoning from a 'fixed line' (for example, a landline at home), or 0300 123 9123, free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

Website: www.financial-ombudsman.org.uk

These procedures do not affect **your** right to take legal action.

USE OF YOUR PERSONAL DATA

In using these benefits **you** also agree **we** may:

- a) disclose and use information about **you** and **your** benefits - including information relating to **your** medical status and health - to companies within the AXA Assistance Group of companies worldwide, **our** partners, service providers and agents in order to administer and service **your** benefits, process and collect relevant payments and for fraud prevention;
- b) undertake all of the above within and outside the European Union (EU). This includes processing **your** information in countries in which data protection laws are not as comprehensive as in the EU. However, **we** have taken appropriate steps to ensure the same (or equivalent) level of protection for **your** information in other countries as there is in the EU; and
- c) monitor and/or record **your** telephone calls in relation to cover to ensure consistent servicing levels and account operation.

We use advanced technology and well defined employee practices to help ensure that **your** information is processed promptly, accurately and completely and in accordance with applicable data protection law.

If **you** want to know what information is held about **you** by the AXA Assistance Group, please write to:

AXA Travel Insurance, Data Protection Officer, The Quadrangle, 106-118 Station Road, Redhill, RH1 1PR, United Kingdom

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly.

CANCELLATION OF THE BENEFITS

These benefits are included with **your covered card**; the benefits cannot be cancelled separately. If **you** cancel the **covered card** the cover will end and all benefits will stop. Please see **your** Supercard Terms and Conditions for full details of how to cancel the **covered card**.

COMPENSATION SCHEME

In the unlikely event that Inter Partner Assistance is unable to meet its obligations, **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the FSCS. Their contact details are Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, United Kingdom.

Call: 0800 678 1100 or 020 7741 4100, Fax: 020 7741 4101

Website: www.fscs.org.uk