

## credEcardplus Terms and Conditions

These Terms & Conditions apply to your Prepaid Card. You must read them carefully.

In these Terms & Conditions:

"Additional Cardholder" means the person you have authorised to receive a Prepaid Card and undertake transactions on your behalf.

"Denominated Currency" means pounds sterling.

"Distributor" means a third party who may distribute the Prepaid Card to you on our behalf.

"e-account" means your online e-money account associated with your Prepaid Card accessed securely through the Website.

"Organisation" means your organisation or employer as applicable who fund your Prepaid Card.

"Prepaid Card" means the credEcardplus Prepaid Visa Card issued to you or to your Organisation for your use, and any additional, secondary or companion cards issued to you or your Organisation. Your Prepaid Card is an e-money product issued by Contis Financial Services Limited, Navigation House, Belmont Wharf, Skipton, North Yorkshire, BD23 1RL, which is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (registered number 900025) as an e-money issuer.

"You" means the named Prepaid Cardholder being the authorised user of the Prepaid Card and e-account and any Additional Cardholder.

"We", "us" or "our" means Contis Financial Services Ltd.

"Website" means the website at [www.credcard.com](http://www.credcard.com)

You can download a copy of these Terms & Conditions at any time from our Website.

Contact Customer Services either through your e-account or by:

- Telephone: 0844 412 1717 calls are charged at £0.05 per minute from a BT landline;
- Post: 1st Floor, Navigation House, Belmont Wharf, Skipton, North Yorkshire, BD23 1RL;
- Email: [customerservices@credcard.com](mailto:customerservices@credcard.com);
- Lost and Stolen Card Line: 01756 693 275 calls are charged at the BT national rate.

SMS balance and activation number (for registered cardholders): 07770 500500 standard mobile phone charges apply, a fee is charged for a balance, please refer to Section 20 on Fees and Limits.

### 1. Your Prepaid Visa Card

You can use the Prepaid Card at all locations that display the Visa acceptance mark, including shops, restaurants, online, or on the telephone. You can also use your Prepaid Card to make cash withdrawals at ATMs and for making transactions overseas. Before using the Prepaid Card you need to make sure there are enough funds loaded on it. You will not be able to use your Prepaid Card after its expiry date.

Your Prepaid Card is not a credit card and is not in any way connected to your bank account. Funds held by us on your behalf are not deposits and you will not earn any interest on any funds loaded on your Prepaid Card or e-account. Where you have requested Additional Prepaid Cardholders, you authorise us to issue a Prepaid Card to the Additional Prepaid Cardholder and you authorise the Additional Prepaid Cardholder to authorise transactions on your behalf. You are limited to one Additional Prepaid Cardholder unless we have agreed otherwise.

### 2. Applying for & Activating Your Prepaid Card

To be issued with a Prepaid Card you must be at least 18 years old and a UK resident.

We may require evidence of your identity and your residential address. We may ask you or your Organisation if your card is funded by them to provide some documentary evidence to prove this and we may carry out checks on you electronically. You can request an Additional Cardholder who must be at least 13 years old. You will be charged a fee for the additional Prepaid Cards detailed in Section 20 on Fees and Limits.

You must sign the signature strip on the back of the Prepaid Card as soon as it is received. You must then activate the Prepaid Card before you can access the funds. Your Prepaid Card must be activated within 3 months of it being issued or it will be automatically cancelled and your account will be closed. Your Prepaid Card can be activated by calling Customer Services. You will be given a PIN during the activation process which you will need to memorise.

You can also activate your Prepaid Card through your e-account or by SMS but to retrieve your PIN you must call Customer Services.

It is your responsibility to provide Additional Cardholders with the information required to activate the Prepaid Card and retrieve the PIN.

Use of the additional Prepaid Card by an Additional Cardholder will be regarded as confirmation to us that you have communicated these Terms and Conditions to them and that they have accepted them. By activating your Prepaid Card you are agreeing to these Terms and Conditions.

### 3. Loading Your Prepaid Card

You or your Organisation (if applicable) may load funds onto your Prepaid Card. You may load funds onto your Prepaid Card by cash loads at selected retail outlets, transfers from your bank account and any other method notified on the Website from time to time. Your Prepaid Card cannot be loaded by a balance transfer from a credit card.

A fee may apply for each load you make, please refer to Section 20 on Fees and Limits. Certain minimum and maximum load limits apply to your Prepaid Card, such limits are detailed in Section 20 on Fees and Limits.

We reserve the right to refuse to accept any particular loading transaction if we suspect any fraudulent activity or in the event of other exceptional circumstances.

Once we have received the funds from you or your Organisation, your funds will be available for use without delay.

You can request to receive SMS notification when funds are loaded onto your card, please refer to Section 20 on Fees and Limits for the fees that would apply.

### 4. Using Your Prepaid Card

Your Prepaid Card can be used for purchases where you see the Visa acceptance mark displayed. You are not, however, permitted to use the Prepaid Card for illegal purposes or to pay for certain types of transactions including automated fuel dispensers. For more information on using your Prepaid Card please go to our Website.

You will need your PIN to make ATM cash withdrawals and to authorise Chip and PIN retail purchases. You can withdraw cash at ATMs bearing the Visa acceptance mark.

Limits apply to daily ATM cash withdrawals, and other limits may be applied to the amount of spend and the number of transactions you can perform. See Section 20 on Fees and Limits and our Website for further details. We will deduct the value of your transactions from the balance on your Prepaid Card as soon as they are made. We will also deduct any applicable fees as soon as they become payable by you, see Section 20 on Fees and Limits for more information.

Your Prepaid Card is denominated in the Denominated Currency. If you make a purchase or carry out an ATM cash withdrawal in any other currency we will convert the sum into the Denominated Currency using the exchange rate set by Visa on the day they process the transaction. An international transaction fee will apply to each of these transactions (see Section 20 on Fees and Limits).

We recommend that you check the balance and any recent transactions on your Prepaid Card regularly through your e-account or by contacting Customer Services.

If you dispute a transaction that has been processed on your Prepaid Card you should contact the merchant first as this may lead to a quicker resolution. If the dispute cannot be resolved with the merchant you should contact us. We will refund the amount of any transactions which our investigations show are not authorised by you, provided you have kept your Prepaid Card and PIN secure, you have not acted fraudulently, or acted without reasonable care.

The Prepaid Card belongs to us. We may ask you to stop using your Prepaid Card and return it to us or destroy it. We may at anytime suspend, restrict or cancel your Prepaid Card or refuse to issue or replace a Prepaid Card for reasons relating to the following:

- we are concerned about security of your account or Prepaid Card we have issued to you;
- we suspect your Prepaid Card is being used in an unauthorised or fraudulent manner;
- or we need to do so to comply with the law.

If we do this, we will tell you as soon as we can or are permitted to do so after we have taken these steps. We may cancel your card if it is dormant for a period in excess of 6 months.

Like other payment cards, we cannot guarantee a retailer will accept your Prepaid Card. We may also refuse to pay a transaction:

- if we are concerned about security of your Prepaid Card or e-account or we suspect your Prepaid Card or e-account is being used in an unauthorised or fraudulent manner;
- if sufficient funds are not loaded on your Prepaid Card or e-account at the time of a transaction to cover the amount of the transaction and any applicable fees;
- if there is an outstanding Shortfall on the Prepaid Card in accordance with Section 10;
- if we have reasonable grounds to believe that you are not using the Prepaid Card or e-account in accordance with these Terms and Conditions;
- if we believe that a transaction is potentially suspicious or illegal (for example, if we believe that a transaction is being made fraudulently); or
- because of errors, failures (whether mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing transactions.

If we refuse to authorise a transaction, we will, if practicable, tell you why immediately unless it would be unlawful for us to do so. You may correct any information we hold and which may have caused us to refuse a transaction by contacting Customer Services.

### 5. Authorising Transactions

Subject to the features of your particular Prepaid Card or e-account, the authorisation of a transaction can include authorising any single transaction, a series of transactions or recurring transactions (including transactions for an indefinite period) or pre-authorising future transactions of a certain or uncertain amount.

A Prepaid Card transaction will be regarded as authorised by you where you authorise the transaction at the point of sale by following the instructions provided by the merchant or retailer to authorise the transaction, which includes:

- entering your PIN or providing any other security code;
- signing a sales voucher;
- providing the Prepaid Card details and/or any other details as requested;
- waving or swiping the Prepaid Card over a card reader.

A Prepaid Card ATM cash withdrawal will be regarded as authorised by you when you insert your Prepaid Card and enter your PIN to request a cash withdrawal at an ATM.

An e-account transaction will be regarded as authorised by you when you access your online account using your personal security details and submit a transaction request.

Authorisation for a transaction may not be withdrawn (or revoked) by you once we have received it. However, the following transactions may be withdrawn if you give notice to the supplier (providing a copy of the notice to us):

- any transaction which is agreed to take place on a date later than the date it was authorised as long as notice was provided no later than the close of business on the business day before it was due to take place.

We may charge you a fee if a transaction is revoked by you under this condition (see Section 20 on Fees and Limits).

Funds to cover the authorised transactions received by us will be paid to the merchant within 3 days following the receipt by us of the instruction to make payment. A transaction will be received as follows:

- for purchases and ATM transactions, at the time we receive the transaction instruction from the merchant or ATM operator;
- for other transactions which are communicated directly to us, at the time you ask us to complete the transaction or if after 2.30pm for CHAPS transfers and 5pm for other bank transfers the instruction will be deemed to have been received by us on the following business day.

### 6. Cancellation of Your Prepaid Card

You have a legal right to cancel your Prepaid Card up to 14 days (this 14 day period is known as the "Cooling-Off Period") from the date you purchase it without incurring any penalty or charge. You can also cancel your Prepaid Card anytime after the Cooling-Off Period subject to a Redemption Fee (see Section 20 on Fees and Limits).

We may also cancel your agreement for any reason by giving you at least 2 months' notice:

- if this agreement or your Prepaid Card expires on a set date and we have not agreed to renew your card or this agreement;
- if you break an important part of this agreement, or repeatedly break the agreement and fail to resolve the matter in a timely manner;
- if 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 due on your Prepaid Card.

We may also cancel your Prepaid Card immediately if we suspect fraud or misuse of your Prepaid Card, if we have any other security concerns or we need to do so to comply with the law. If we do this, we will tell you as soon as we can or are permitted to do so. In these circumstances, you must tell us what you want us to do with any unused funds within 3 months of the date we tell you your Prepaid Card is cancelled.

You can cancel your Prepaid Card by contacting Customer Services. You should also cut your Prepaid Card in half through the signature box, magnetic strip and Chip. You will not be entitled to a refund of money you have already spent on transactions authorised, or pending or any fees for use of the Prepaid Card before the Prepaid Card is cancelled or expires.

Your Prepaid Card will be valid for 36 months.

This agreement shall terminate when your Prepaid Card is cancelled or expires and is not replaced.

### 7. Your Rights to Redemption of Funds & Refunding Transactions on Your Prepaid Card

#### Redeeming the Funds on Your Prepaid Card

You or your Organisation may request a redemption of the funds on your Prepaid Card. To do so, you or your Organisation (if they provided you with your Card) must contact Customer Services requesting a redemption and confirming that your Prepaid Card has been destroyed by cutting it up. When we process the redemption, we will charge a Redemption Fee (see Section 20 on Fees and Limits) if one of the following circumstances applies:

- You are requesting redemption before termination or expiry of this agreement;
- You cancel this agreement before any agreed termination or expiry date; or
- You request redemption more than one year after the date of termination or expiry of this agreement.

We will not redeem the value of the funds on your card to you if your request for redemption of the funds is more than six years after the date of termination or expiry of this agreement.

All funds will be returned to your Organisation or to you on the payment instrument used to fund the Prepaid Card or to a bank account in your name. If you purchased your Prepaid Card by SMS we cannot refund by this method, funds will be returned to a bank account. We reserve the right to see proof of your (or your Organisation's) ownership of the payment instrument or bank account before transferring the funds to it. To enable us to comply with our legal obligations, we may ask you to provide us with certain information such as identification documents before we can process your refund request.

#### Refunding Transactions

You may be entitled to claim a refund in relation to transactions where:

- the transaction was not authorised under this agreement;
- we are responsible for a transaction which was incorrectly executed by us (see lost, stolen or unauthorised payment section);
- a pre-authorised transaction did not specify the exact amount at the time of its authorisation and the amount charged by a supplier is more than you could reasonably have expected taking into account normal spending patterns on the Prepaid Card or the circumstances of the transaction. A claim for a refund in these circumstances will not be accepted if the amount of the transaction was made available 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.

#### 8. Keeping Your Prepaid Card Secure

You should treat your Prepaid Card like cash. If it is lost or stolen, you may lose some or all of your money on your Prepaid Card, in the same way as if you lost cash in your wallet or purse. As a result, you must keep your Prepaid Card safe and not let anyone else use it. If you are issued with a PIN, you must immediately memorise it and destroy the notification. You must keep your PIN secret at all times, never disclose your PIN or security information to anyone.

We recommend that you check the balance on your Prepaid Card regularly through your e-account. We can provide you with your Prepaid Card balance and a statement of recent transactions either by electronic means or through your e-account at any time. Your statement will show:

- information relating to each Prepaid Card transaction which will enable it to be identified;
- the amount of the Prepaid Card transaction shown in the currency in which the transaction was paid or debited to the account;
- the amount of charges for the transaction;
- the date the transaction is authorised or posted on to the account.

Paper statements are available on request and are subject to a fee (see Section 20 on Fees and Limits).

#### 9. Lost, Stolen or Unauthorised Payment

If you lose your Prepaid Card or it is stolen, or you suspect that your PIN or password is known to an unauthorised person, you must tell us immediately by logging onto your e-account and notifying us, your Prepaid Card will immediately be cancelled. Alternatively you can call us on our Lost and Stolen Card Line so we can cancel your Prepaid Card. If, after reporting a lost card, you subsequently find the card you must not use it. Cut it in half through the signature box, magnetic strip and Chip.

If you believe any of your Prepaid Card transactions are unauthorised or incorrectly executed you must notify us as soon as possible but within 13 months of the date of debit. If you ask us to do so, we will investigate any disputed transaction or misuse of your Prepaid Card and we may need more information and assistance from you.

Your maximum liability for any unauthorised transactions on your Prepaid Card is £50, unless the investigations show that any disputed transaction was authorised by you, or you have acted fraudulently or with gross negligence (for example by failing to keep your Prepaid Card or PIN secure or by failing to notify us and without delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the payment instrument), in which case we will not refund the transaction amount and will charge you a fee of up to £50 for any loss we suffer because of the use of the Prepaid Card.

Provided you have not acted fraudulently we will refund the amount of any transactions which our investigations show are not authorised by you arising after you notify us of the loss, theft, misappropriation or unauthorised use of your Prepaid Card.

#### 10. Your Liability

In the event that you do not use your Prepaid Card or e-account in accordance with these Terms and Conditions or we find that you are using the Prepaid Card or e-account fraudulently, we reserve the right to charge you for any reasonable costs that we incur in taking action to stop you using this Prepaid Card and to recover any monies owed as a result of your activities.

In the unlikely event, for any reason whatsoever, a transaction is completed when there are insufficient funds on the Prepaid Card for that transaction (a "Shortfall"), the Shortfall shall be reimbursed by you unless it is due to an error on the

part of the retailer where the Prepaid Card was presented, in this circumstance we may seek the Shortfall from the retailer. You agree that once we make this Shortfall known to you, we may charge you for the Shortfall amount. We may charge the amount of the Shortfall from any other Prepaid Cards that you hold with us, to any other payment method which you may designate at that time, or against any funds which you may subsequently load onto your Prepaid Card or on any additional Prepaid Card ordered by you. Until we are reimbursed the Shortfall amount, we may suspend your Prepaid Card and any additional Prepaid Cards connected to you. In addition, we reserve the right to charge you an Administration Fee (see Section 20 on Fees and Limits) for each transaction that you make using your Prepaid Card that results in a Shortfall or increases the Shortfall amount on your Prepaid Card.

You agree to honour all transactions carried out by the Additional Cardholder and will be responsible for the use of the additional Prepaid Card and for any applicable fees and charges the Additional Cardholder may incur. You agree that you have permission from the bill payer to access our SMS services.

#### 11. Our Liability

Like other payment cards, we cannot guarantee a retailer will accept your Prepaid Card, or that we will necessarily authorise any particular transaction. This may be because of a systems problem, something outside our reasonable control, to comply with legal and regulatory requirements, or because we have suspended, restricted or cancelled your Prepaid Card or refused to replace it in accordance with these Terms and Conditions. We shall not be liable in any event that a retailer refuses to accept your Prepaid Card, or if we do not authorise a transaction, or if we cancel or suspend use of your Prepaid Card.

From time to time, your ability to use your Prepaid Card or e-account may be interrupted, e.g. when we carry out maintenance. If this happens, you may be unable (a) to use your Prepaid Card to pay for purchases or obtain cash from ATMs and/or (b) to obtain information about the funds available in your Prepaid Card and/or about your recent transactions. We will not be liable for any loss arising from such interruptions.

Unless otherwise required by law, we shall not be liable for any direct or indirect loss or damage you may suffer including loss of revenue, goodwill, opportunity or anticipated savings as a result of your total or partial use or inability to use your Prepaid Card or e-account, or the use of your Prepaid Card or e-account by any third party.

We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased with your Prepaid Card. Remember that once you have used your Prepaid Card to make a purchase we cannot stop that transaction. For the SMS services we offer, we are not responsible for lost, late or undelivered text messages, notifications or communications. We accept no responsibility for any technical, computer, online, telephone, cable, electronic, software, hardware, transmission, connection, internet, website or other access issue which may hinder your ability to access the SMS services.

#### 12. Changes to These Terms & Conditions

We may change these Terms by notifying you by e-mail or other agreed means at least 2 months before the change is due to take effect. The notices and up-to-date version of the Prepaid Card Terms and Conditions will always be available on the Website. You should check the site regularly for such notices and changes.

Unless you tell us that you do not agree to the change prior to the change being effective we will assume you accept such change. Any objections to our charges will be treated as notification that you wish immediately to terminate. In such circumstances we will refund any balance on the Prepaid Card (in accordance with your right to a refund section) and you will not be charged a Redemption Fee.

Any changes to the exchange rate used to convert foreign transactions will be made immediately. You can find the exchange rate for a transaction made in a currency other than the Denominated Currency on a given date at: [http://www.visaeurope.com/en/cardholders/exchange\\_rates.aspx](http://www.visaeurope.com/en/cardholders/exchange_rates.aspx).

#### 13. Your Details

You must let us know as soon as possible if you change name, address, telephone number, mobile number or e-mail address. If we contact you in relation to your Prepaid Card we will use the most recent contact details you have provided to us. Any e-mail or SMS text message sent to you will be treated as being received as soon as it is sent by us. We will not be liable to you if your contact details have changed and you have not told us.

#### 14. Data Protection

We will process and retain personal data in order to open, administer and run your Prepaid Card account. We will transfer your personal data within our groups of companies and to other third parties in order to issue and run your Prepaid Card account.

We will transfer your personal data, including details of your transactions, within our group of companies and to the Distributor to carry out, monitor and analyse our relevant business. If you have agreed, we or other third parties may also contact you to let you know about services that are of interest to you. You can contact us if you don't want to receive any marketing materials from us or other third parties.

We may check personal information with fraud protection agencies and other organisations and we may get information about you from recognised agencies to verify your identity. A record of such enquiries may be left on your file.

We will tell fraud prevention agencies if you give us false or inaccurate information and we suspect fraud.

We may monitor and/or record telephone calls we have with you to help us maintain and improve the quality of the service we provide to you.

If you wish to obtain a copy of your personal data we hold, please contact Customer Services. There will be a £10 Administration Fee to provide this information. We will not disclose your account information to the Additional Cardholder without prior written permission from you. For further information please see our privacy policy on our Website.

#### 15. Communication

If you have an enquiry relating to your Prepaid Card, contact Customer Services. We will deal with your enquiry promptly.

You can apply to use our SMS service to request your balance from your mobile phone and set-up SMS notifications for when money is loaded onto your Prepaid Card and when you have made a purchase or ATM withdrawal. Additional SMS services will be advertised on our Website when they become available. The SMS services are only available on phones operating on UK networks. Fees apply and are detailed in Section 20 on Fees and Limits.

#### 16. Complaints

If you are unhappy in any way with your Prepaid Card or the way it is managed, you can contact Customer Services so we can investigate the circumstances for you. Any complaints you have will be dealt with quickly and fairly. If we are unable to resolve your complaint to your satisfaction you may contact the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0845 080 1800 or +44 (0)20 7964 1000 (for calls from outside the UK) and e-mail: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)

#### 17. Compensation & Fund Protection

The Prepaid 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 the Prepaid Card. We ensure that any funds received by you are held in a segregated account so that should we become insolvent your funds will be protected against claims made by creditors.

#### 18. Assignment

You may not transfer or assign any rights or obligations you may have under these Terms and Conditions to any other person without our prior written consent.

We may assign the benefit and burden of these Terms and Conditions to any other person at any time on giving you 2 months prior notice of this. If we do this, your rights will not be affected.

#### 19. Governing Law

This Agreement is concluded in English. All communications with you will be in English. These Terms and Conditions will be construed in accordance with English law and the exclusive jurisdiction of the English courts.

#### 20. The credEcardplus Fees and Limits

Opposite are the fees and limits that apply:

FEES & LIMITS	
On Application	
Card Issue Fee	£3.00 (less any promotional offer)
Additional Card Fee	£10.00
Limits	£10.00 Minimum initial load
	£5,000 Maximum card balance
	£250 Maximum ATM withdrawal per day
Usage Restrictions	Primary cardholders must be 18 years or over,
	additional cardholders 13 years or over
	You may not use your card at Pay at Pump petrol stations
	Additional cards share the primary cards funds
Ongoing Features	
Transaction Fees	FREE per purchase in the UK
	£1.00 plus 2% of the transaction value per International purchase
Cash Withdrawal Fees*	75p per UK ATM withdrawal
	£2.00 plus 2% of the transaction value per International withdrawal
Balance Enquiry	FREE online and by calling Customer Services (calls cost £0.05 per minute from a BT landline)
	10p per SMS message**
	10p per ATM balance enquiry
Top-Up Fees & Limits	£1.50 per load via PayPoint (maximum load amount of £249)
	FREE per load by bank transfer (maximum £5,000)
Service Fees	£2.00 Monthly management charge (less any promotional offer) - first charge within 15 days of card request
Replacement Card Fees	£5.00 Lost/stolen/damaged replacement card
Other Fees	FREE Transaction history, contact us, notify lost & stolen card online
	FREE PIN reset (Calls cost £0.05 per minute from a BT landline)
	£1.50 Paper statements per 62 day period
	10p per SMS message for confirmation of ATM withdrawals and purchases**
	£15.00 per CHAPS (same day) transfer request from account
	FREE per future dated bank transfer request from account
	£3.00 per next day transfer request from account
	£20.00 Regular International bank transfer from account
	£28.00 Urgent International bank transfer from account
Transaction Revocation	£5.00 Administration fee
Closure	
Cancellation or Redemption	£5.00 Redemption fee
	£2.00 Application cancellation fee
Expiry	Prepaid Card is valid for 36 months.
	(Must be used 3 months prior to expiry for automatic re-issue)

#### Notes to fees and limits:

\* some ATM providers may charge an additional fee and should advise you before you confirm the transaction.

\*\* standard operator SMS charges apply for balance requests and additional charges may apply to receive SMS information outside the UK.

Some fees may be subsidised by your referring organisation on your behalf