

Engage Classic Account Terms & Conditions

These Terms & Conditions apply to your Engage Classic account and prepaid Visa debit card. Please read them carefully. You can download a copy of these Terms & Conditions at any time from our website (www.engageaccount.com).

In these Terms & Conditions:

“Credit Union” means a credit union where you are a member and who may distribute the card to you on our behalf.

“You” means the named cardholder being the authorised user of the Engage Classic account and prepaid Visa debit card and any additional cardholder.

“We”, “us” or “our” means Contis Financial Services Ltd or the Credit Union acting on our behalf.

If you have any questions you can contact Customer Services by:

- Telephone: +44 (0) 333 202 3642 (standard geographic rates apply);
- Email: info@engageaccount.com;
- Online: Log in to your Engage Account at www.engageaccount.com and click on Contact Us to send us a secure message;
- Mobile App: click on Contact Us in your Engage mobile app and send us a message;
- Post: 1st Floor, Navigation House, Belmont Wharf, Skipton, North Yorkshire, BD23 1RL.

Your Engage Classic account and prepaid Visa debit card is issued by Contis Financial Services Limited, Navigation House, Belmont Wharf, Skipton, North Yorkshire, BD23 1RL, who is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (registered number 900025) as an e-money issuer. Your Engage account and card may be distributed by a third party on our behalf.

1. What is an Engage Classic account and card?

An Engage Classic card is a prepaid Visa debit card that can be used worldwide wherever Visa is accepted. It can be used online, in shops, over the phone or to withdraw cash from an ATM.

You can use your online Engage Classic account to make transfers to other bank accounts and set up standing orders.

You can only spend money that you have paid into your account, so before making transfers or using your card you need to make sure there are enough funds in the Engage account. Monies in the Engage account are not bank deposits and do not earn interest.

2. Who can apply for an Engage Classic account and card?

You must be at least 16 years old and a UK resident to be issued with a Engage Classic account and card. You can only apply if you are currently a member of a Credit Union. There is a maximum of five accounts at each residential address.

3. Can I order an extra Engage Classic card on my account for someone else?

You can request an additional Engage Classic card for an additional cardholder and you may be charged a fee as detailed in the Fees and Limits table (section 33). Additional cardholders must be at least 13 years old. By requesting an additional cardholder, you agree for us to issue them a card and for them to authorise transactions on your behalf. The additional cardholder shares the balance on the Engage Classic account.

You agree to honour all transactions carried out by any additional cardholder and that you will be responsible for the use of the additional card and for any applicable fees and charges the additional cardholder may incur.

4. How can I apply for the Engage Classic account?

You can apply only apply through your Credit Union.

Before we can open an account for you and issue you a card we may require evidence of your identity and residential address and we may also need to carry out checks on you electronically.

5. How do I get started?

As soon as you receive your card you must sign the signature strip on the back.

You will then need to activate your card. You can do this:

- by logging into your Engage Classic account; or
- by calling our Customer Services team on +44 (0)333 202 3642 and choosing option 2.

You also need to obtain your PIN to authorise chip-and-pin transactions and ATM withdrawals. You can get your PIN by calling Customer Services when you activate your card or through your online account.

By activating your card you are agreeing to these Terms & Conditions. Your card must be activated within 3 months of it being issued or it may be automatically cancelled and your account may be closed.

If you have ordered a card for someone else, it is your responsibility to give them the information required to activate the card and retrieve the PIN. If they start using the card we will take this as confirmation that you have communicated these Terms & Conditions to them and that they have accepted them.

6. What if I want to change my Personal Identification Number (PIN)?

If you want to change your PIN, you can do so at any ATM with the Visa logo in the UK. You can get a reminder of your PIN through your online account at www.engageaccount.com, by mobile app or by calling Customer Services.

7. How do I add funds to the Engage account?

You may pay in to your account by transfer from a bank account, by cash at selected retail outlets and any other method notified on our website from time to time. You cannot pay into your account by a balance transfer from a credit card. You may only pay in funds up to your maximum account balance.

A fee may apply for each payment into your account through a PayPoint retailer, please refer to the Fees and Limits table (section 33). Certain minimum and maximum limits and usage requirements apply to your account and card; such limits and requirements are detailed in the Fees and Limits table (section 33). We reserve the right to refuse to accept any particular payment if we suspect any fraudulent activity or in the event of other exceptional circumstances.

As soon as we receive the funds that you have paid in, they will be on your account and ready to use. There may be occasions when we delay the funds reaching your account for up to three working days, this may happen when we need to confirm the transaction with the sending bank.

You may transfer funds to your envelopes within your account, details are available at the website (www.engageaccount.com). You are responsible for ensuring there are enough funds in your available balance for us to authorise your transactions or enough funds in your envelope to pay any future standing orders you have set up.

You can request to receive an SMS notification when funds are paid into your account, a fee applies, please refer to the Fees and Limits table (section 33).

8. How do transactions work?

The first step will be to follow the instructions of the merchant or ATM to authorise a transaction. A transaction is authorised when you:

- enter your PIN or provide any other security code;
- sign a sales voucher;
- provide your card details and/or any other details as requested; or
- wave or swipe the card over a card reader.

Like other payment cards, we cannot guarantee a retailer or ATM will accept your card.

An account transaction is authorised by you when you access your online account using your personal security details and submit a transaction request.

As soon as a transaction is authorised we will deduct the value of your transaction from the balance on your account. At the same time we will deduct any fees that apply to the transaction. See the Fees and Limits table (section 33) for more information.

Once we have received authorisation for a transaction we will transfer funds to the retailer within 3 days. A transaction will be received as follows:

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

9. Can I cancel a transaction I have made?

Generally, authorisation for a transaction may not be withdrawn by you. However, you may be able to withdraw your authorisation where you have authorised a transaction which will take place on a future date. In this situation, to withdraw your authorisation, you must notify the retailer before the close of business on the business day before the day on which the transaction was due to take place and provide us with a copy of the notice. We may charge you an Administration Fee if a transaction is revoked by you under this paragraph (see the Fees and Limits table (section 33)).

10. Can I pay for things in a foreign currency?

Your card is denominated in British Pounds Sterling. If you make a purchase or an ATM withdrawal in any other currency we will convert the sum into pounds sterling using the exchange rate set by Visa on the day they process the transaction, this may differ from the actual date of the transaction. An international transaction fee will apply to each of these transactions (see the Fees and Limits table (section 33)).

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 pounds sterling on a given date at: http://www.visaeurope.com/en/Cardholders/exchange_rates.aspx.

11. Is there anything I can't buy with my Engage Classic card?

You may not use your card for illegal purposes. It also cannot be used for a limited number of specified transactions. Please see our website for details.

12. How can I check my Engage Classic account?

You can check your account by accessing it securely through our mobile app or website (www.engageaccount.com). Your statement will show:

- information on the payee of each transaction;
- the amount of the transaction shown in the currency in which the transaction was paid or debited to the account;
- the amount of charges for the transaction; and
- 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 the Fees and Limits table (section 33)).

You can also choose to use our SMS service to request your balance on your mobile phone and set-up SMS notifications for when money is paid into your account and when you have made a purchase or ATM withdrawal. Additional SMS services will be set out on our website when they become available. The SMS balance and activation number for registered cardholders is 07770 500500; standard mobile phone charges apply and a fee is charged for each SMS message that we send. Please refer to the Fees and Limits table (section 33). You agree that you have permission from the bill payer to access our SMS services.

13. How long will the Engage Classic card last?

Your card will be valid for 3 years. You will not be able to use your card after its expiry date. This agreement shall terminate when your card is cancelled or expires and is not replaced.

14. Does the Engage Classic card have spending limits?

You can only spend the money that is paid into your account. Limits also apply to daily ATM withdrawals, and other limits may be applied to the amount of spend and the number of transactions you can perform. See the Fees and Limits table (section 33) and our website for further details.

If, for any reason, the transaction is completed when there are insufficient funds in your account then you will have to reimburse the shortfall to us, unless it is due to an error by the retailer with whom you made the transaction.

We may collect this shortfall from any card you have with us or from any funds which you subsequently pay into your account. We may suspend your cards until the negative balance is restored and charge you an Administration Fee (see the Fees and Limits table (section 33)) for

transactions that you make using your card that results in a negative balance or increases the negative balance on your account.

15. What if I have been overcharged or charged for transactions I didn't make?

If you dispute a transaction that has been processed on your card you should contact the merchant first as this may lead to the quickest resolution. If the dispute cannot be resolved with the merchant you should contact us as soon as possible and at least within 13 months of the date of the transaction. We will refund the amount of any transactions that our investigations show were not authorised by you, provided you have acted with reasonable care, kept your card secure, not disclosed your PIN or security details to anyone else and not acted fraudulently. We may charge you an Administration Fee for charging the transaction back to the retailer through the Visa system.

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; or
- 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 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 charged to your account.

16. What about security?

You should treat your card like cash. If it is lost or stolen, you may lose some or all of your money on your card, in the same way as if you lost cash in your wallet or purse. Therefore, you must keep your card safe and not let anyone else use it. You must keep your PIN secret at all times; never disclose your PIN or security information to anyone. Security information includes your login and password details used to access your account or any other website where your card details are stored. We also recommend that you check the balance on your account regularly on the mobile app, through logging onto your account at the website (www.engageaccount.com) or by contacting Customer Services.

17. What if my Engage Classic card is lost or stolen?

If you lose your card or it is stolen, or you suspect that someone else has found out your PIN or password, you must tell us immediately by calling us or logging onto your account through the mobile app or website and notifying us. Your card will be cancelled immediately. We run a line for lost or stolen cards; the number is +44 (0) 333 202 3642 (option 3) and calls are charged at the standard geographical rate. 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 ask us to do so, and provided that you provide information and assistance that we request from you, we will investigate any disputed transaction or misuse of your card.

If 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 card, security details or PIN secure or by failing to notify us without delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the card), then 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 card. If the investigations show that you have not acted fraudulently or with gross negligence, your maximum loss or liability to us for any unauthorised transaction will be limited to £50 and we will refund the amount of any transactions entered into after we receive your notification.

18. Will you ever block a transaction without me asking?

We may refuse to pay a transaction:

- if we are concerned about security of your card or account or we suspect your card or account is being used in an unauthorised or fraudulent manner;
- if sufficient funds are not paid into your account at the time of a transaction to cover the amount of the transaction and any applicable fees;
- if there is negative balance on your account;
- if we have reasonable grounds to believe that you are not using the card or account in accordance with these Terms & 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 refusal to process a transaction by merchants, payment processors or payment schemes such as Visa, BACS or CHAPS.

If we refuse a transaction, we will tell you why immediately, if we can, 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.

19. Can I cancel my Engage Classic card?

You have a legal right to cancel your card up to 14 days from the date you purchase it without incurring any penalty and we will refund any card issue fees. We may charge you a Card Cancellation Fee if we have already incurred costs by ordering a card in your name. You can also cancel your card any time after the 14 day period subject to a Redemption Fee (the Fees and Limits table (section 33)) by contacting Customer Services. You should also cut your cancelled 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 card or account before the card is cancelled or expires.

20. Could my Engage Classic card be cancelled?

We may cancel your card and this agreement by giving you at least 60 days' notice. Reasons for cancellation may include:

- if this agreement or your card expires;
- 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; or
- if you fail to pay fees or charges that you have incurred or fail to pay back any negative balance on your card.

We may also cancel your card immediately if we:

- suspect fraud or misuse of your card;
- have any other security concerns; or
- need to do so to comply with the law.

If we cancel your card immediately, we will tell you as soon as we can if we are permitted to do so.

In these circumstances, you must tell us what you want us to do with any unused funds. You must do this within 3 months of the date we tell you that your card is cancelled.

21. Can I get money back once I have put it on?

You can clear the balance on your account through spending, ATM withdrawals, or transfers to other bank accounts. See the Fees & Limits table (section 33) for the fees that would apply.

Alternatively, you may request a refund of the funds on your account by contacting Customer Services and confirming that your card has been destroyed by cutting it up. We will transfer your funds back to you at no cost to you, unless:

- 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.

If one of these situations does apply then we will charge a Redemption Fee (see the Fees and Limits table (section 33)).

We will not redeem the value of the funds on your account 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 a bank account of your choice. We reserve the right to see proof of your ownership of the bank account before transferring 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.

Please also refer to section 29 below for the circumstances in which we do not give you a refund.

22. Is money on my Engage Classic account protected like my bank account?

The card and associated account 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 card and associated account. We will however 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 our creditors.

23. What if I have a complaint?

If you are unhappy in any way with your card and account 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 Exchange Tower, London, E14 9SR. Telephone: +44 (0)800 023 4 567 from landlines, +44 (0)300 123 9 123 from mobile phones or +44 (0)20 7964 0500 for calls from outside the UK and e-mail: complaint.info@financial-ombudsman.org.uk.

24. What if I change my 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 account 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.

25. What will happen to my personal information?

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

We will transfer your personal data, including details of your transactions, within our group of companies and to the Credit Union, in order to carry out, monitor and analyse our relevant business. If we transfer your information to third parties outside the European Union we will take steps to ensure that the third party agrees to apply the same levels of data protection that apply in the UK.

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 Data Subject Access Fee to provide this information. We will not disclose your account information to the additional cardholders without prior written permission from you. For further information please see our privacy policy on our website.

26. Will these Terms & Conditions ever change?

We may change these Terms & Conditions by notifying you by e-mail or other agreed means at least 60 days before the change is due to happen. We will assume that you agree with the change. If you do not agree with the change you must tell us before the change happens and we will cancel your account immediately. If you cancel your account in this way then we will return any balance on the account to you and you will not be charged a Redemption Fee.

An up-to-date version of the account Terms & Conditions, as well as any notices of future changes will always be available on our website, www.engageaccount.com. You should check our website regularly for such notices and changes.

27. When may use of the Engage Classic card and account be interrupted?

From time to time, your ability to use your card or account may be interrupted, e.g. when we carry out systems maintenance. If this happens, you may be unable (a) to use your card to pay for purchases or obtain cash from ATMs and/or (b) to obtain information about the funds available in your account and/or about your recent transactions.

In addition, like other payment cards, we cannot guarantee a merchant will accept your 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 card or refused to replace it in accordance with these Terms & Conditions.

28. What is our responsibility?

If we incorrectly deduct funds from your account, we will refund them. If unauthorised transactions occur after you have notified us of the loss, theft or unauthorised use of your card or account, and you have not acted fraudulently or in breach of these Terms and Conditions, then we will be liable.

We will not be liable:

- in any event that a merchant refuses to accept your card;
- for refusing to authorise a transaction;
- for cancelling or suspending use of your card or account;
- for any loss arising from your inability to use your card or access your account due to interruptions;
- 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 card, mobile app, website or account or the use of your card or account by any third party (unless otherwise required by law);
- for the quality, safety, legality or any other aspect of any goods or services purchased with your card.

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.

29. When can I be charged (other than the fees in section 33)?

We may charge you for any reasonable costs that we incur in taking action to stop you using your card or account and to recover any monies owed as a result of your activities if you:

- use your card or account fraudulently;
- do not use your card or account in accordance with these Terms & Conditions; or
- have been grossly negligent, for example by failing to keep your card or PIN secure or by failing to notify us without delay after your card is lost, stolen, or used by someone else.

In these circumstances we will not refund transactions and we reserve the right to charge you for any reasonable costs that we incur in taking action to stop you using your account and to recover any monies owed as a result of your activities.

If you have not been fraudulent, or grossly negligent, and have used your card and account in accordance with these Terms & Conditions, your maximum liability for any unauthorised transactions before you notify us will be £50.

We may also charge you an Administration Fee if we have to manually intervene to complete a payment or rectify an error on the account caused by an error or omission on your part.

30. Who is the data controller?

Contis Financial Services Limited is a data controller of your personal data and will always process your personal data in accordance with the Data Protection Act 1998.

31. Can I assign my rights or obligations under these Terms and Conditions?

You may not transfer or assign any rights or obligations you may have under these Terms & Conditions to any other person without our prior written consent. We may assign the benefit and burden of these Terms & Conditions to any other person at any time on giving you two months prior notice of this. If we do this, your rights will not be affected.

32. Governing law

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

33. What are the fees and limits?

Engage Classic Fees

Fees and Charges	Value	Comments
Card Fee	Free	
Additional Card	Free	One additional card is free. Additional cardholders must be 13 years or over. Additional cards share the Engage Account holder's funds.
Replacement Card	£5.00 Lost/stolen/damaged replacement card	Free replacement for expired cards. £5.00 for lost/stolen/damaged replacement.
Monthly Management Fee	£2.00 per month	First charge is within 15 days of card request.
Delivery times	Within 10 working days	
TRANSACTIONS/PURCHASES		
UK purchases	FREE	
European & International purchases	£1.00 plus 2% of the transaction value	Any transaction in a foreign currency will be converted into pounds. We'll do this at the rate of exchange provided by Visa Europe on the date they process the transaction which may differ from the actual transaction date. See more information on exchange rates on the Visa Europe website.
ATM Withdrawal UK*	£0.75	
ATM Withdrawal Europe* & ATM Withdrawal International*	£2.00 plus 2% of the transaction value	Any transaction in a foreign currency will be converted into pounds. We'll do this at the rate of exchange provided by Visa Europe on the date they process the transaction which may differ from the actual transaction date. See more information on exchange rates on the Visa Europe website.
Cashback Instore	Free	You can request up to £50 cashback at participating UK retailers when making a purchase.
ACCOUNT LOAD FEES		
Bank transfer	FREE (maximum £5,000)	Add funds to your Engage account by bank transfer from a UK bank account.
PayPoint	£0.50 + 2.5%	Maximum load amount of £249.
FUNDS MOVEMENT AND TRANSFER FEES		
Future dated transfer from account	FREE	Transfer money to a UK bank account in three working days.
Next day transfer from account	£3.00	Transfer money to a UK bank account on the next working day.
Same day transfer from account (CHAPS)	£15.00	Transfer money to a UK bank account on the same day, some restrictions may apply.
International transfer regular	£20.00	Transfer money to a foreign bank account within 5-7 working days.
International transfer urgent	£28.00	Transfer money to a foreign bank account within 3-5 working days.
OTHER FEES		

ATM balance enquiry	£0.10	Balance enquiries are FREE through your mobile app or by logging into your account online.
SMS Alerts**	£0.10	Optional service for confirmation of purchases, withdrawals and balance enquiries.
Email Alerts	Free	Optional service for confirmation of statement generation, bank transfers from account and marketing messages.
Call costs to Customer Services	Standard geographical rate	Calls to +44 (0)333 202 3642 are charged at standard geographical rates and will be included in mobile phone inclusive minute packages.
Statements paper (per 62 days)	£1.50	You must request a paper statement by contacting Customer Services.
Statements online (per 62 days)	Free	
Inactivity/dormancy fee	Free	
Standing order setup fee	Free	
Administration Fees	£5.00	Administration fee for instigating a chargeback on request of the Cardholder, transaction revocation, manually rectifying Cardholder errors or investigating shortfalls.
Data subject access fee	£10.00	Fee to provide information on your personal data held by us.
Card cancellation fee	£2.00	When you cancel the agreement within the first 14 days and a card has already been ordered in your name.
Redemption fee	£2.00	When you request a funds transfer on closing of the account.
LIMITS		
Maximum daily ATM withdrawal	£250.00	
Maximum balance	£5,000.00	
PayPoint pay in	£249	
Expiry	36 months	The card is valid for 36 months

event that Contis Financial Services Ltd becomes insolvent your funds will be protected against claims made by creditors.

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 addition charges may apply to receive SMS information outside the UK.

Your Visa **Engage Classic card and account** is issued by Contis Financial Services Ltd who is authorised by the Financial Conduct Authority to issue e-money (Firm Reference Number: 900025) and is a member of Visa.

Please note that **Engage Classic** prepaid card and account 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. We ensure that any funds received by you are held in a segregated account so that in the unlikely