

# Contis HOLD Card Programme - Terms and Conditions

These Terms and Conditions apply exclusively to your HOLD card account and Visa debit card. Other HOLD provided services are covered in the HOLD terms and conditions available in <https://hold.io>. Please read them carefully.

## 1. About these Terms and Conditions

“Distributor” means a third party who may distribute the account and card to you on our behalf.

“You” means the named account holder being the authorised user of the HOLD account and Visa debit card and any additional cardholder.

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

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

- Email: [support@hold.io](mailto:support@hold.io);
- Mobile App: tap on the Contact Support option in the Help section in your HOLD mobile app and send us a message;
- Post: 1st Floor, Navigation House, Belmont Wharf, Skipton, North Yorkshire, BD23 1RL.

Your HOLD account and 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 HOLD account and card may be distributed by a third party on our behalf.

## **2. What is a HOLD account and card?**

A HOLD Account is an electronic money account from which you can make and receive payments. You can use your account to make transfers to other accounts, set up standing orders and make direct debit payments.

A HOLD card is a 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 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 HOLD account. Monies in the HOLD account are not bank deposits and do not earn interest.

## **3. Who can apply for a HOLD account and card?**

You must be at least 18 years old and a [UK or EEA] resident to be issued with a HOLD account and card. You can only apply if you are currently a member of a Distributor. You must provide an email address and mobile phone number to open an account so that we can communicate with you. There is a maximum of five accounts at each residential address.

## **4. How can I apply for the HOLD account?**

You can apply on our HOLD mobile app or you may be able to apply through a Distributor.

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 HOLD account.

You also need to obtain your PIN to authorise chip-and-pin transactions and ATM withdrawals. You can get your PIN within the HOLD mobile app.

By activating your card you are agreeing to these Terms and 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.

## 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 or EU. You can get a reminder of your PIN by mobile app.

## 7. What transactions can I make?

You can use your Hold card to authorise the following transactions to merchants that accept Visa Debit card payments:

- Chip and PIN card payments by inserting your Hold card in the terminal and inputting your PIN;
- Magnetic Stripe card payments to any merchant that cannot accept Chip and PIN cards by signing the sales voucher;
- Contactless card payments by waving the Hold card over the contactless card reader;
- Internet card payments to online merchants by providing the Hold card details and

- internet card payments to online merchants by providing the Hold card details and any other security details such as your secure code credentials as requested by the online merchant;
- Mail order or telephone order card payments to merchants by providing the Hold card details as requested by the merchant;
- ATM cash withdrawals at ATMs displaying the Visa logo by inserting your Hold card at the ATM, inputting your PIN and following the instructions at the ATM;
- E-wallet payments by adding your card to the Samsung Pay, Google Pay or Apple Pay (when available) wallets in your mobile phone and waving your mobile phone over the contactless card reader or checking the e-wallet option online. You authorise the e-wallet transaction using your mobile phone security protocol which may include biometric information such as fingerprint or face ID on your mobile phone.

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

You may, in addition, be required to enter a one-time passcode or other security information including biometric information to authorise a transaction or make account amendments. One-time passcodes will be sent to the mobile phone number registered to your account.

As soon as a transaction is authorised we will deduct the value of your transaction from the available balance on your account. Fees may be deducted at the time of authorisation or when the transaction has been confirmed through the Visa system. A full breakdown of each transaction, including charges, will be available to view on your online account portal.

Once we have received authorisation for a transaction we will transfer funds to the retailer within 3 days, or to a bank or financial institution on the day we receive the authorisation or the day you requested the payment to be made for future dated transactions. A transaction will be received as follows for Hold card transactions, at the time we receive the transaction instruction from the retailer or ATM operator.

## **8. Can I cancel a transaction?**

Generally, authorisation for a transaction may not be withdrawn by you.

To withdraw your authorisation of a Visa debit card continuous payment authority, 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 if requested.

We may charge you an Administration Fee if a transaction is revoked by you under this paragraph (see Limits and Fees).

## **9. Can I pay for things in a foreign currency?**

Your card is denominated in Euro. If you make a purchase or an ATM withdrawal in any other currency we will convert the sum into EUR 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 [Limits and Fees](#)).

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 Euro on a given date at: <https://www.visaeurope.com/making-payments/exchange-rates6>.

## **10. Is there anything I can't buy with my HOLD card?**

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

## **11. How can I check my HOLD account?**

You can check your account by accessing it securely through our mobile app. Your statement will show:

- information on the payee of each transaction and a reference enabling you to identify each payment 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;
- the exchange rate used in the payment transaction (where applicable); and
- the date the transaction is authorised or posted to the account.

This information is accessible at all times via your account in HOLD mobile app, is available free of charge, and can be stored and reproduced as necessary. Paper statements are available on request and are subject to a fee (see [Limits and Fees](#)).

You may, in addition, be required to enter a one time passcode or other security information including biometric information to access your account. One time passcodes will be sent to the mobile phone number registered to your account.

## **12. How long will the HOLD 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.

## **13. Does the HOLD account and 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 [Limits and Fees](#)).

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 [Limits and Fees](#)) for transactions that you make using your card that results in a negative balance or increases the negative balance on your account.

## **14. 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 or you dispute any other account transactions you should contact us without undue delay and in any event within 13 months on becoming aware of any unauthorised or incorrectly executed payment transaction.

Where you have informed us that an executed payment was not authorised by you in accordance with these Terms and Conditions , and you have taken all reasonable steps to keep safe personalised security information, keep your card secure, not disclosed your PIN or security information to anyone else and not acted fraudulently, we will:

- refund the amount of the unauthorised payment to you; and
- restore the debited payment account to the state it would have been in had the unauthorised payment not taken place.

Beyond this, we will have no further liability to you. Where payee details provided by you are incorrect, we are not liable for non-execution or defective execution of the payment transaction, but we will make reasonable efforts to recover the funds involved in the payment transaction and notify you of the outcome.

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

- the transaction was not authorised under these Terms and Conditions;

- we are responsible for a transaction which we fail to execute or incorrectly execute. In these circumstances, we will refund to you the amount of the non-executed or defective payment transaction and restore the debited payment account to the state in which it would have been had the defective payment transaction not taken place. We will also refund to you: (a) any direct charges for which you are responsible; and (b) any interest which you must pay, as a consequence of the non-execution or defective execution of the payment transaction; or
- a pre-authorized transaction did not specify the exact amount at the time of its authorisation and the amount charged is more than could reasonably be expected, taking into account previous spending patterns on the card and the circumstances of the transaction. We will either refund the full amount of the payment transaction; or provide justification for refusing to refund the payment transaction. Any refund or justification for refusing a refund will be provided within 10 business days of receiving a request for a refund or, where applicable, within 10 business days of receiving any further information requested. 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.

## **15. What about security?**

You must keep your card and security credentials safe and not let anyone else know or use them. You must keep your security information secret at all times; never disclose your PIN or security information to anyone and do not store details of your PIN with your card. Security information includes your login and password details used to access your account or any other website where your card or account 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 HOLD mobile app.

## **16. What if my HOLD card is lost or stolen or my account details are compromised?**

If you lose your card or it is stolen, or you suspect that someone else has found out your PIN or security information or accessed your account without your permission, you must tell us without undue delay by calling us or logging onto your account through the mobile app or website and notifying us. Your card will be cancelled immediately and your account may be blocked. We run a dedicated line for lost or stolen cards; the number is +44 (0)1756 693 275 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 or account.

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 information 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 or account), then we will not refund the transaction amount and you will be fully liable for all losses incurred because of the unauthorised use of the card or account.

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 £35 and we will process a refund as soon as practicable, and in any event no later than the end of the business day following the day after we receive your notification.

## **17. Will you ever block a transaction without me asking?**

We may refuse to pay a transaction:

- if we are concerned about the 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 a 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 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 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.

## **18. Can I cancel my HOLD account and card?**

You have a legal right to cancel your account and card up to 14 days from the date your account is opened 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 (see [Limits and Fees](#)) by contacting Customer Services. You should also cut your cancelled card in half through the signature box, magnetic strip and chip.

All fees and charges will be apportioned up until the time of the termination of the contract, and any fees and charges paid in advance will be reimbursed proportionally. 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 or account is cancelled or expires.

## **19. Could my HOLD account be cancelled?**

We may cancel your account and this agreement by giving you at least two months' 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 account immediately if we:

- suspect unauthorised or fraudulent use of your card or account;
- have any other security concerns; or
- need to do so to comply with the law.

We may also deny access to your card and/ or account where we consider it to be at risk of money laundering or terrorism financing, fraud or other criminal activity. Should we need to take these actions and where possible, we will give reasons for doing so except where restricted by law.

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 account is cancelled.

## **20. Can I get money back once I have put it on?**

You can clear the balance on your account through spending and ATM withdrawals.

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 [Limits and Fees](#)).

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 28 below for the circumstances in which we do not give you a refund.

## **21. Is money on my HOLD account protected like my bank account?**

The account and associated 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 account and associated card. 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.

## **22. 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.

We will make every possible effort to address all points of complaint by email. We will respond within 15 business days upon receiving the complaint. If a full response cannot be provided within these timeframes, we will send a holding reply with a full response

to follow within 35 business days.

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](mailto:complaint.info@financial-ombudsman.org.uk).

## **23. 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.

## **24. What will happen to my personal information?**

We are the controller of your personal data which we will use in order to open, administer and run your account. You hereby consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing payment services to you. For further information about how we will use your personal data, please view our Privacy Policy at <https://hold.io>. You may withdraw your consent to the use of this data by closing your account.

## **25. Will these Terms and Conditions ever change?**

We may change these Terms and Conditions by notifying you by e-mail or other agreed means at least two months 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 and Conditions, as well as any notices of

future changes will always be available via our website, <https://hold.io>. You should check our website and your HOLD mobile app regularly for such notices and changes.

## **26. When may use of the HOLD 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 account or refused to replace it in accordance with these Terms and Conditions.

## **27. What is our responsibility?**

If we incorrectly deduct funds from your account, we will refund them. If we subsequently establish that the refunded amount had in fact been correctly deducted, we may deduct it from your available balance and may charge you a fee. If you do not have sufficient available balance, you must repay us the amount immediately on demand.

If unauthorised transactions occur after you have notified us of the loss, theft, compromise 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 any interruption, disruption or impairment of our service or any third party services on which we rely for the performance of our obligations hereunder;
- 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, loss of reputation, 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);
- or the quality, safety, legality or any other aspect of any goods or services purchased with your card; and
- any abnormal and unforeseeable circumstances beyond our control, however so caused.

Nothing in these Terms and Conditions shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the parties.

## 28. When can I be charged (other than the [Limits and Fees](#))?

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 and 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 or where your account has been compromised.

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 and Conditions, your maximum liability for any unauthorised transaction resulting from the use of a lost or stolen card or details before you notify us will be £35.

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.

## **29. Am I permitted to give access to third party providers?**

You may allow regulated Third Party Providers (“TPPs”) (including Account Information Service Providers (“AISPs”) and Payment Initiation Service Providers (“PISPs”)) access to your online account; either to make payments, obtain account balances or obtain information on previous transactions.

Before giving consent to a TPP, you should:

- a. ensure that the TPP is authorised and holds the correct regulatory permissions;
- b. check what level of access you are consenting to, how your account will be used and the extent to which your data will be shared with third parties; and
- c. familiarise yourself with your obligations and rights under the TPP agreement, in particular your right to withdraw consent to access your account.

We may refuse to allow a TPP access to your account where we are concerned about fraudulent or unauthorised access.

We are not party to, or responsible for, any agreements between you and a TPP. Subject to any rights to refund you may have under these Terms and Conditions, we shall have no liability for:

- a. any loss whatsoever, as a result of using a TPP and entering into a TPP agreement; and
- b. any actions that the TPP takes in relation to suspending or terminating your use of their service or for any resulting losses.

### **30. 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 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 two months prior notice of this. If we do this, your rights will not be affected.

### **31. 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.

### **32. What are the fees and limits?**

See [Limits and Fees](#).

Your Visa **HOLD 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. Registered head office is Navigation House, Belmont Wharf, Skipton, North Yorkshire, United Kingdom BD23 1RL.

Please note that **HOLD** Visa 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 event that Contis Financial Services Ltd becomes insolvent your funds will be protected against claims made by creditors.

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