

# Virgin Charity Credit Card

## Terms for Cash Back

These Terms explain how your credit card provider, MBNA Europe Bank Limited, and Virgin Money Limited have joined together to provide you with an easy way to earn money (referred to as **cash back**) by making card purchases with your Virgin Charity Credit Card and, with the assistance of Virgin Money Giving Limited, give that cash back to charity. References to **us, we, or our** in these Terms are to companies in the Virgin Money Group encompassing Virgin Money Limited, Virgin Money Giving Limited, and Virgin Money Personal Financial Service Limited.

**Please read these Terms carefully. We will occasionally change them and so it's a good idea to check them on [myvirginmoney.com](http://myvirginmoney.com) regularly to stay up-to-date.**

By activating your Virgin Charity Credit Card, you agree to be bound by these Terms.

As is explained in Sections 4 and 5, unless you direct your cash back to a specific charity or opt to have it paid to you, the cash back you have earned will be paid on your behalf to a charity that Virgin Money Giving chooses to support each month. You will need to complete a Gift Aid declaration (as described in Section 6) for the charity that receives your cash back to claim Gift Aid.

### 1 How you can earn cash back

1.1 Any holder of a MBNA Virgin Charity Credit Card (**Credit Card**) is able to earn cash back from the date of the first Eligible Purchase made using the Credit Card. Each card purchase (as described in your Credit Card terms and conditions) on a Credit Card is an **Eligible Purchase**. Cash back that is earned by an additional card holder will be credited to the primary Credit Card account holder.

1.2 Cash back is calculated by MBNA at the rate of 0.8% on all Eligible Purchases.

1.3 Eligible Purchases exclude cheque transactions, cash transactions, balance transfers, money transfers, default charges, service charges, handling fees and premiums for payment protection cover, as well as interest charges. Further details on what each of these phrases mean can be found in your Credit Card terms and conditions.

1.4 If a card purchase that is an Eligible Purchase is refunded or otherwise reversed, the value of the cash back earned on that Eligible Purchase will be deducted.

1.5 The total cash back earned in each statement period will be displayed on your Credit Card statement for that statement period. You can view your Credit Card statement at [www.myvirginmoney.com](http://www.myvirginmoney.com).

1.6 Cash back may be suspended and not earned if you breach your Credit Card terms and conditions, for example:

- 1.6.1 if the minimum monthly payment due on your Credit Card has not reached your Credit Card account by the payment due date;
- 1.6.2 if your payment to your Credit Card account is returned unpaid;
- 1.6.3 if you are over your credit limit;
- 1.6.4 if you enter into an arrangement with your creditors or are made bankrupt; or
- 1.6.5 if you are investigated for fraud.

1.7 If your Credit Card account is closed or suspended (except where your Credit Card is lost or stolen) after you have earned cash back but before that cash back has been applied to your VMG Account (as described below), that cash back will be lost.

1.8 When applying for your Credit Card, you must provide your email address to MBNA so that you can be contacted about cash back.

1.9 MBNA reserves the right to withdraw the right to earn cash back at any time. MBNA may also change Section 1 of these Terms by giving you no less than one month's advance notice of such a change.

### 2 Your VMG Account

2.1 Once your Credit Card account is opened, MBNA will pass Virgin Money Limited details about you (as the primary Credit Card account holder), including your name, contact details, date of birth and Credit Card activation date. Virgin Money Limited will pass those details to Virgin Money Giving for the purposes set out in paragraph 2.2.

2.2 Virgin Money Giving Limited will use the information set out in paragraph 2.1 in accordance with the Virgin Money Giving Limited Privacy Policy to create an account on our website [www.virginmoneygiving.com](http://www.virginmoneygiving.com) (if you do not already have one) and administer that account for you. This account (known as your "**VMG Account**") will allow you to control your cash back and access other services on our website.

2.3 If we need to create a new VMG Account for you, we will email you the details of it once it has been set up.

2.4 Your use of the VMG Account, our website, and the services available through our website, is subject to these Terms and the terms and conditions set out on our website, including the General Terms and Conditions of Use for Fundraisers and Donors, and the Donation and Event Fee Payment Terms and Conditions. These Terms override those other terms and conditions for any matter that relates to the way that you can earn and use cash back.

2.5 Please make sure that the details about you on your VMG Account are correct and kept up-to-date. MBNA will not tell us about changes that you inform them of.

2.6 There may be times when your VMG Account or our website are temporarily unavailable. This most regularly occurs because of planned maintenance. We may also suspend your access to your VMG Account if we suspect that your security or log-in details are being misused, or where we believe that it is being used in a way that we consider improper. We will try to inform you in advance of any such suspension arising either through a general notice on our website or in an email or call to you (as is appropriate), but this may not always be practicable.

2.7 For further information on the use of your VMG Account, please visit the Help section of our website and the terms and conditions referred to above. Amongst other things, the Help section will provide you with details of how to access, and keep secure, your online account.

2.8 If you cancel or terminate your Credit Card account, these Terms will continue to apply and your VMG Account will remain active.

2.9 If you wish you can end your access to your VMG Account, you may do so by following the instructions shown on our website. Where you do this, cash back will continue to be processed in accordance with the most recent settings on your VMG Account. We will be able to reactivate access to your account if you contact us.

### 3 Keeping your VMG Account secure

3.1 If we have had to create a new VMG Account for you but you do not receive the security or log-in details for it within 5 days of opening your Credit Card account, please contact us. A delay of this length suggests that your details may have become lost or intercepted, and we will need to replace them.

3.2 You must take all reasonable steps to keep safe and confidential any security or log-in details related to your VMG Account.

3.3 If any of your security or log-in details are lost, stolen, misused, used without authorisation, or you believe that they may have become known to another person, you must contact us immediately to let

us know. This will allow us to disable the existing security and log-in details, and issue you with new details.

**3.4** In order to keep your security and log-on details safe you should always keep them secret, access the VMG Account directly from [www.virginmoneygiving.com](http://www.virginmoneygiving.com), and keep the computer you use to access the VMG Account secure and free from viruses and spyware.

## **4 How cash back is made available, and who you can send it to**

**4.1** Within two days of each of your Credit Card statements being issued, MBNA will tell Virgin Money Limited how much cash back you have earned during the period (typically a month) covered by that statement. Virgin Money Limited will then pass Virgin Money Giving Limited this information and we will add the amount of earned cash back to your VMG Account. You can view this total and a history of your cash back payments within your VMG Account.

**4.2** Once cash back has been added to your VMG Account, you can donate it to charity or, if you choose not to donate to charity, it can be paid out to you. How you can do this is described below.

**4.3** Cash back identified on each statement will be used in accordance with the instructions set on your VMG Account as at the 25th day following the date of the statement. Once you have set up your VMG Account to use cash back in a particular way (such as donating to a specific charity), we will follow these instructions each month until you change them.

### **Selecting a charity to donate cash back to**

**4.4** Unless you have opted to have cash back paid to yourself, the amount that you have earned in each statement period will normally be sent to one of our member charities on the 26th day following each Credit Card statement. Further details on this process are in Section 5.

**4.5** To send your cash back to a specific charity, you need to log into your VMG Account and select it from the list of charities that are registered with us. If you wish to donate to a charity that is not registered with us, it's simple for them to join - let them know about Virgin Money Giving and once they've joined you can donate future cash back to them.

**4.6** If you don't specify a charity, your cash back will be paid to the charity that we support each month - details of which charity this is can be found on our website.

**4.7** If you have selected a charity and that charity ceases to be registered with us, or is suspended, you will need to log into your VMG Account and select a new charity. If you do not do so, your cash back will be paid to the charity that we support each month (as mentioned above).

**4.8** Further details on how we send cash back to a charity are set out in Section 5.

### **Payment of cash back to yourself**

**4.9** Where you wish the cash back you have earned to be paid out to yourself, you will need to select this option on your VMG Account. All future cash back will then be sent to you in line with the process outlined below, unless you change your VMG Account settings. Your decision on where cash back is being paid, for any one monthly cash back payment, will be locked on the 26th day following the date of your credit card statement, and cannot be changed after this.

**4.10** Where you have elected to have cash back paid to yourself, it will be accumulated over the year and the total amount will be sent to you by cheque within 30 days of each anniversary of your Credit Card being activated.

**4.11** To confirm that we have your correct address for sending you this cheque, we will email you to confirm it 30 days before that anniversary of your Credit Card account opening. If your address has changed you need to inform us prior to the anniversary date so that we can update our systems and send the cheque to the correct address.

**4.12** If the amount of cash back that has accumulated prior to the anniversary date of your Credit Card activation is less than £10, this cash back will be retained by us until the next such anniversary. If this total is less than £10 and you require your cash back payment to be paid to you before this, please contact us and we may be able to make alternative arrangements.

**4.13** If you close your Credit Card and have cash back pending to be paid out to you on your VMG Account, it will be paid out on the next anniversary of your Credit Card being activated, if it is greater than £10 in value. If you require your cash back payment to be paid to you before this, please contact us and we may be able to make alternative arrangements. Where cash back is less than £10 in value, and you do not claim this within 5 years, we will pay this money to a charity we support.

**4.14** We may change our payment method so that you do not receive cash back as a cheque. If we do this, we will notify you accordingly to confirm the alternative payment method.

## **5 How donations of cash back to a charity will be made**

### **About our role**

**5.1** This Section describes how donations to charities are made using your cash back. The activities outlined in this Section 5 are payment services and regulated as such by the Financial Services Authority (abbreviated to **FSA**).

**5.2** Virgin Money Giving Limited are providing the payment services to you on behalf of Virgin Money Personal Financial Service Limited (abbreviated to **VMPFS**). VMPFS accepts responsibility to you for the payment service provided by us, but VMPFS' responsibility to you will only extend to the extent of VMG's responsibility set out in these Terms.

**5.3** VMPFS is authorised and regulated by the FSA (contactable at 25 The North Colonnade, Canary Wharf, London E14 5HS) and entered on the FSA's Register ([www.fsa.gov.uk/register/](http://www.fsa.gov.uk/register/)) with Register Number 179271. The rules applied to VMPFS by the FSA are set out in the FSA Handbook ([www.fsa.gov.uk/Pages/handbook/](http://www.fsa.gov.uk/Pages/handbook/)).

### **Information you need to provide to us**

**5.4** If your cash back is to be donated to charity, it will be sent to the charity that is chosen in accordance with Section 4. Donations will continue to be made in accordance with the most recent instructions set on your VMG Account, until they are changed.

**5.5** We will use the information we hold on you, or that you have provided, as the basis for each donation. If you provide us with (or let us continue to use) incorrect or out-of-date information, we will not be responsible if a donation is not made, is delayed, or is made incorrectly. If you ask us we will make efforts to trace a donation that cannot be accounted for and, where a donation has been based on incorrect information that you have provided, we will try to recover the donation for you.

**5.6** We will monitor all transactions made through our website. We may ask you to provide us with additional personal information to fulfil our legal responsibilities before any transaction is completed.

### **Consent and execution**

**5.7** You authorise us to pass all cash back accrued on your VMG Account in each month to the charity selected in accordance with Section 5.4. Each donation will be effected within 32 days following the date your Credit Card statement is issued, with funds being immediately allocated to the relevant charity.

**5.8** Once we have acted on an instruction to make a donation, you cannot cancel it.

**5.9** Your instructions to us to make a donation will be treated as if received on the day that they are to be executed, as described above. However, you can only cancel or change a particular donation up until 11.59pm on the business day before the donation is due to be made by changing the instructions set on your VMG Account. If you do this, you will need to make sure that an alternative instruction is issued before that time. If you do not issue an alternative instruction your cash back will be paid to the charity that we support that month (further details on this charity are at Section 4.6).

**5.10** We may refuse to process a donation for you if we are not reasonably satisfied that:

**5.10.1** you are permitted to use the VMG Account under the applicable terms and conditions;

**5.10.2** the transaction is legal and not related to fraudulent activities;

5.10.3 the transaction has been properly authorised; or

5.10.4 the information we are basing a transaction on is correct and complete.

## Transaction information

5.11 We will display a message on your VMG Account to confirm the current instructions on how you wish your cash back to be used. A statement of all donations will also be shown on your VMG Account. You can print off a copy of this summary. We will not send you a separate written confirmation of the instructions that you issue or the donations that you make.

5.12 We will keep records of your transaction for at least five years.

## Incorrectly executed and unauthorised donations

5.13 You should check the settings and statements on your VMG Account to ensure that each donation is correctly recorded and authorised. If you notice any incorrect or unauthorised donations you must tell us straight away. If you do not tell us promptly (at the latest within 13 months of the transaction date) about an incorrect or unauthorised donation, you may not be entitled to have the problem corrected by us – if you do tell us in time the rights set out below will apply.

5.14 We are responsible for allocating cash back held on your VMG Account to the correct charity in accordance with these Terms. We will refund any donation to you if it is not made properly by us or was never allocated to the correct charity, unless there is a mistake in the instructions you gave us.

5.15 We will also refund a donation made from the cash back on your VMG Account if you tell us that it was unauthorised and, having investigated it, we are reasonably satisfied that this is correct and that you are not responsible. You will be responsible for unauthorised donations where you (or anyone authorised by you) act fraudulently, with intent, or very carelessly. Where you are not responsible in this way, but an unauthorised transaction has occurred because of your security or log-in details being lost or stolen, or misappropriated because of you failing to keep them safe, you will be liable to us for up to £50 of any losses related to that unauthorised donation (or series of connected unauthorised donations).

5.16 We will not refund an incorrectly executed or unauthorised donation to you if you do not inform us of it in time (as described in Section 5.13), or in the circumstances described in Section 10.2.

## Charges

5.17 You will not need to pay us for providing the payment services. As a not-for-profit organisation, the charities will contribute a small proportion of what they receive to help cover our costs.

## 6 Gift Aid

6.1 We work with our member charities to claim Gift Aid from HMRC on donations that they receive.

6.2 Gift Aid can be claimed by charities on cash back donations, but only if you are eligible (as a UK resident and tax payer) and have completed a Gift Aid declaration on your VMG Account. The Gift Aid declaration cannot be applied to earlier donations, so please complete it as soon as is possible.

6.3 If your circumstances change and you are no longer eligible for Gift Aid, you will need to change the Gift Aid status on your VMG Account.

6.4 Further information on how Gift Aid can be claimed on your donations can be found at [www.hmrc.gov.uk/charities/gift\\_aid/](http://www.hmrc.gov.uk/charities/gift_aid/).

## 7 Safekeeping

Cash back identified on your VMG Account will be held in a trust account controlled by VMPFS until it is used by you. You are unable to access the cash back funds other than in accordance with these Terms, and you will not earn interest on the funds that we hold for you.

## 8 Communications between you and us

8.1 If you have any queries about your Credit Card, or how much cash back you have earned, please contact Credit Card Customer Service on 0800 015 0306.

8.2 If you have any queries about the way that cash back is managed once it has reached your VMG Account, please write to the address set

out at the end of these Terms, call us on 08456 10 2000 or email us at [info@virginmoney.com](mailto:info@virginmoney.com)

8.3 Communications between MBNA, VMG and you will be in English. You will generally be contacted by letter, phone or email using the most recent details that you have provided.

## 9 Complaints

9.1 If you have a complaint about your Credit Card or the cash back scheme, please follow the complaints procedure set out in your Credit Card terms and conditions.

9.2 If Virgin Money Giving Limited does not deliver the standard of services you expect, or if you think that we have made a mistake in the management of your cash back, please contact us. The situation will be investigated and, if necessary, action will be taken to put matters right. If you remain dissatisfied and would like further information about the process for resolving complaints, please ask for a copy of our complaints procedure. Where the complaint relates to the payment services described in Section 5, you may in some circumstances be able to refer your complaint to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR.

## 10 General

10.1 These Terms are issued and concluded in English. These Terms are only intended to be enforceable by you, MBNA, Virgin Money Limited, Virgin Money Giving Limited and VMPFS. You may not transfer your legal rights in your cash back or VMG Account to anyone else.

10.2 Occasionally, the activities described in these Terms may be interrupted or caused to fail by abnormal and unforeseeable circumstances beyond the control of one of the parties, or where one of us needs to act in a particular way to comply with the law. Neither MBNA, Virgin Money Limited, Virgin Money Giving Limited, nor VMPFS will be responsible to you for the consequences of such events where they were unavoidable despite all the efforts to the contrary. Sometimes we may not be able to do what we have agreed because of something beyond our reasonable control. In these cases, we do not accept responsibility for what has happened.

10.3 Except as described in Section 5, neither MBNA, Virgin Money Limited, Virgin Money Giving Limited, nor VMPFS has any responsibility for any financial loss you may incur, or for any information which is lost or corrupted, or for any indirect, special or consequential loss, loss of goodwill or loss of reputation or for any loss which could not have been reasonably foreseen arising out of or in connection with the receipt (or non-receipt), ownership (or non-ownership) or use of cash back. Any liability which we may have, whether in contract, tort or otherwise, is limited to the balance of your cash back as at the date that your claim arose.

10.4 If you die or become unable to manage your VMG Account, all payments made from your VMG Account will be valid and binding on you and your estate if they were made before we received written notice of your death or inability.

10.5 MBNA may change Section 1 in line with Section 1.9. There may be circumstances that require other parts of these Terms to be changed, or for us to close your VMG Account, in which case we will write to you. The circumstances leading to a change might arise where we wish to make the Terms better for you, to account for changes in law or regulation or industry practice, to reflect changes in our practices (including changes arising from a reorganisation of our business), or to correct a mistake. If the change benefits you, MBNA or we may make the change immediately and tell you about it within 30 days. Otherwise MBNA or we will tell you at least 30 days before the change takes effect. You will be deemed to have accepted any such change unless you tell us otherwise before it takes effect. If you do not wish to accept any change that we propose, you may terminate access to your VMG Account and the right to earn cash back in advance of the changes coming into effect by contacting us.

10.6 These Terms and any non-contractual obligations arising in connection with them are governed by English Law, and any related court proceedings must be brought within the United Kingdom.



Virgin Money Limited (Company No. 04232392), Virgin Money Giving Limited (Company No. 02733492) and Virgin Money Personal Financial Service Limited (Company No 03072766) have their registered offices at Discovery House, Whiting Road, Norwich, Norfolk NR4 6EJ.

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