

# Virgin Cash ISA Key Features and Conditions

April 2011



**The Virgin Cash ISA is a personal deposit account with Virgin Bank Limited that is managed by Virgin Money Personal Financial Service Limited.**

Virgin Bank Limited and Virgin Money Personal Financial Service Limited are both companies that are registered in England with register numbers 980698 and 3072766, respectively. Both companies have their registered offices at Discovery House, Whiting Road, Norwich NR4 6EJ.

Virgin Bank Limited is authorised and regulated by the Financial Services Authority (25 The North Colonnade, Canary Wharf, London E14 5HS) and entered on the Financial Services Authority's Register ([www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)), number 204459.

Virgin Money Personal Financial Service Limited is authorised and regulated by the Financial Services Authority and entered on the Financial Services Authority's Register, number 179271.



[virginmoney.com](http://virginmoney.com)



# Key Features

The Financial Services Authority is the independent financial services regulator. It requires us, Virgin Money, to give you this important information to help you to decide whether our cash ISA is right for you. You should read this document carefully so that you understand what you are buying, and then keep it safe for future reference.

## Key features

### Its aims

- ▶ To provide you with a savings account with easy access to your money.
- ▶ To allow you to earn tax-free interest on your savings.

### Your investment

- ▶ At Virgin Money the minimum payment into a cash ISA is £1.
- ▶ The maximum amount you can currently invest into a cash ISA is £5,340 for this tax year.
- ▶ The rate of interest is variable and is available on our website [virginmoney.com](http://virginmoney.com) or on request.
- ▶ The Virgin Cash ISA is a personal deposit account with Virgin Bank Limited, which is authorised and regulated by the Financial Services Authority.
- ▶ You have access to your money at all times.

### Risk factors

- ▶ The value of savings may be eroded over time by increases in the general level of prices, i.e. inflation.
- ▶ Your rate of return can vary in line with Bank of England interest rates.
- ▶ Future tax changes by governments may affect your returns.

## Your questions answered

### How can I pay in?

Your first ISA payment can be made by cheque or, if you are setting it up online or over the phone, by debit card. You can make single top-up payments by debit card, cheque or one-off direct debit. You can also set up a regular direct debit for monthly savings over the phone, or we can send you a form to fill in and send back to us.

### How much can I save in my cash ISA?

You can currently save up to £5,340 in this tax year.

### Who can invest in a cash ISA?

To invest in a Virgin Cash ISA you must be 18 years old or over. Also you must be resident (and ordinarily resident) in the UK, or otherwise eligible (e.g. a Crown employee) according to the regulations. You cannot hold your ISA on behalf of someone else.

### Can I cancel my ISA?

You have the right to cancel your ISA within 14 days of the date it was set up. If you decide to cancel your cash ISA, please write to **Virgin Money, PO Box 9522, Chelmsford CM99 2AB**.

### How do I withdraw money from my ISA?

You may withdraw some or all of your money at any time by sending your written instructions to **Virgin Money, PO Box 9522, Chelmsford CM99 2AB**. You can also withdraw money by telephone or online using your security details. The minimum withdrawal amount is £1 or your total balance if less than £1. Payment will be made by cheque payable to you. Any money paid into your ISA must remain in your account for 10 business days before it can be withdrawn. This allows time for clearance and fraud prevention checks.

### Can I transfer a cash ISA from another provider into my Virgin ISA?

Yes. If you would like to do this please call us on **08456 10 20 30** and we'll arrange it for you. Transferring an ISA from a previous tax year won't have any impact on your ISA allowance for this tax year or impact the ISA you're transferring.

### Can I transfer my cash ISA to another provider?

Yes. If you would like to do this please contact your new ISA provider who will arrange this for you.

### Can I transfer my cash ISA into a stocks & shares ISA?

Yes, you can transfer a previous or current tax year's cash ISA into a Virgin Stocks and Shares ISA. If transferring a previous tax year's cash ISA you can transfer all or part of it.

But if you are transferring money from a current tax year's cash ISA, the full amount in the ISA must be transferred. The amount you paid into your cash ISA before you transferred it still counts against your cash ISA allowance for the current tax year. If you would like to transfer your cash ISA investments into a Virgin Stocks & Shares ISA please call us on **08456 10 20 30** and we'll arrange it for you.

If you would like to transfer money from your cash ISA into a stocks & shares ISA with another provider, please contact your new ISA provider and they will arrange this for you.

You cannot transfer money from a stocks and shares ISA to a cash ISA.

Please note, you must be over 18 to invest in a stocks & shares ISA.

### What happens to my ISA if I die?

The full value of your ISA will be paid to your estate. Your estate may be subject to inheritance tax.

## Further information

### Complaints and compensation

If you feel there is cause to complain please write to us or call us on **08456 10 20 30** with full details. If we are unable to satisfy you, you can write to The Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. This will not affect your right to take legal action.

Most depositors, including individuals and small firms, are covered by the Financial Services Compensation Scheme. Further information about the scheme can be found in the Virgin Cash ISA Conditions.

### Documentation

We will send you a statement twice a year based on your account as of 1 February and 1 August.

### Taxation

When investing in your cash ISA, there is no personal income tax or capital gains tax to pay. Tax benefits depend on individual circumstances and may change.

### Manager

The Manager of the Virgin Cash ISA is **Virgin Money Personal Financial Service Limited, Discovery House, Whiting Road, Norwich NR4 6EJ**. The Virgin Cash ISA is a personal deposit account with Virgin Bank Limited.

### Further information

Further information about the Virgin Cash ISA can be found in the Virgin Cash ISA Conditions.

# Conditions

**Please make sure you read these Conditions and keep them safe as they contain information you need to know.**

The Virgin Cash ISA brochure and these Conditions are based on our understanding of current law, the Regulations, and HM Revenue & Customs practice. These could change in the future and affect the way the Cash ISA operates or is treated.

## Introducing the Virgin Cash ISA

1. These Conditions relate to your Virgin Cash ISA. The Virgin Cash ISA is an individual savings account managed and administered by Virgin Money Personal Financial Service Limited (referred to as “**Virgin Money**”). Virgin Money has arranged for the money in the Virgin Cash ISA to be held in personal cash deposits by Virgin Bank Limited (referred to as “**Virgin Bank**”).
2. In these Conditions, “**you**” are the customer, “**we**”/“**us**” means Virgin Money, your Virgin Cash ISA is the “**Cash ISA**”, “**business day**” means Monday to Friday excluding public holidays, and “**tax year**” means the period beginning on 6 April in a year and ending on 5 April in the following year.
3. The Cash ISA is a cash ISA governed by the Individual Savings Account Regulations 1998 and related rules (referred to as “**the Regulations**”). We act as the ISA manager by overseeing and controlling the Cash ISA in the way described in these Conditions and as required by the Regulations. We may delegate some or all of our functions and responsibilities to other organisations (such as Virgin Bank) but we will remain responsible for the way that the Cash ISA operates. We will only delegate our functions and responsibilities to organisations that we are satisfied are competent to carry them out.
4. We will not assess the suitability or appropriateness for you of any transactions carried out for you or services provided to you and you will not benefit from the Financial Services Authority’s regulations on assessing suitability and appropriateness. If you have any doubt on the suitability of this product you should seek independent financial advice.

## Who may hold a Virgin Cash ISA

5. To open and hold a Virgin Cash ISA you must be 18 years old or over, resident (or ordinarily resident) in the United Kingdom or otherwise eligible under the Regulations. The Cash ISA may not be opened as a joint account, and all money paid into it must belong to you. You cannot hold the Cash ISA on behalf of someone else.
6. You may only pay into a single cash ISA in each tax year. The maximum amount that you can pay into the Cash ISA is described in the ‘Payments into your Cash ISA’ section.
7. You must tell us immediately if you cease to be eligible to hold the Cash ISA, or if you become aware of a breach of the Regulations or these Conditions.

## Opening a Virgin Cash ISA

8. To open your Cash ISA you must complete our application form and provide us with an initial deposit of £1 or more. If you are setting up your Cash ISA over the phone or online, your first payment can be made by direct debit or debit card. Details of the debit cards we accept are available at [virginmoney.com](http://virginmoney.com). If you are sending in a postal application your first payment can be made by cheque or direct debit. Alternatively, you can make the initial deposit by transferring another cash ISA to us – if you do this we can arrange for the transfer by requesting funds from your existing ISA manager.
9. Your Cash ISA will normally be opened after we receive your application and the initial deposit has cleared, but we will also need to satisfactorily complete a number of checks (including identity checks). We do have the right to refuse your application, and will inform you if we do so.

10. Once your Cash ISA has been opened, it will remain in place and be operated as described in these Conditions until cancelled or closed in accordance with these Conditions.
11. No interest will be earned on any money we are unable to place into the Cash ISA or have to return to you (for example, as a result of an incomplete application).
12. If you send us an application for any new tax year before the end of the current tax year, your money will be banked until the start of the new tax year, earning no interest. When the new tax year begins, we will invest the money into your Cash ISA.
13. If your application for the Cash ISA is received near the end of a tax year and we are unable to complete the opening of it before the end of the tax year, your ability to open another cash ISA may be affected. To try to avoid this being a problem, we may set a deadline towards the end of each tax year by which time applications must be received by us to be processed during the current tax year.

## Cooling off

14. If you change your mind about opening the Cash ISA, you have the right to cancel it within 14 days of it being opened. You can do this by telling us that you wish to cancel either over the phone on **08456 10 20 30** or in writing at **Virgin Money, PO Box 9522, Chelmsford CM99 2AB**.
15. If you do cancel within the 14 day period, we will return your money along with any interest accrued at the time – a cheque returning your money is normally sent to you within one business day of cancellation. You may then open another cash ISA in the same tax year.
16. If you don’t cancel within the 14 day period, your Cash ISA will remain open until it is closed and you will not be allowed to open another cash ISA until the next tax year.

## Communicating with us

17. Generally, communications between you and us will be made through the post. You can write to us at **Virgin Money, PO Box 9522, Chelmsford CM99 2AB**. We will write to you at the address given in your application, or any new UK address that you have told us about.
18. You are able to make payments into and withdrawals from the Cash ISA, and communicate with us on a limited range of other matters, online at [myvirginmoney.com](http://myvirginmoney.com) or by telephone on **08456 10 20 30**.
19. You are responsible for ensuring that we are kept informed of your correct and up-to-date personal and banking details. You must let us know of any changes to your details in good time before a transaction is due to be made.
20. If you provide us with (or let us continue to use) incorrect or out-of-date information, we will not be responsible if a payment into your Cash ISA or withdrawal from it is not made, is delayed, or is made incorrectly.

## Our online and telephone banking services

21. The online service is found at [myvirginmoney.com](http://myvirginmoney.com) and is usually available at any time of day.
22. Our telephone service is **08456 10 20 30** and is usually available 8am to 9pm Monday to Friday and 9am to 6pm on a Saturday. It is closed on Sundays and public holidays. Calls to the telephone service from a BT landline are charged at a maximum of 3.9p per minute. Call costs from other networks or mobiles may be considerably more. All calls are recorded for record keeping, security, training and monitoring purposes.
23. If you wish to make use of our online or telephone services you will be asked a number of questions to confirm your identity and ability to authorise transactions before we will accept instructions.

If the correct details are provided we will assume that any instructions or requests that are given are properly authorised by you, even if they are not. Further details on the use of these services (including the technical requirements and additional terms that apply to the online service) are available on our website, or upon request.

24. There may be times when our online or telephone services are unavailable. This usually happens because of planned maintenance. We may also suspend your access if we suspect that your security or login details are being misused. We will try to inform you in advance of any suspension either through a general notice on our website or in a letter or call to you, but we may not always be able to do so.

## Security

25. We will provide you with a **VIR number** (which acts as your account number) when you first open your Cash ISA. You will then need to register online to receive an internet ID code and a PIN (personal identification number) to access the online service. The internet ID will be provided to you when you first register online and the PIN will be sent to you by post.
26. You must contact us on **08456 10 20 30** as soon as you can if you do not receive your Cash ISA details, internet ID, or PIN within 14 days of request. A delay of this length suggests that your details may have become lost and we will need to replace them.
27. You must take all reasonable steps to keep safe and confidential any Cash ISA details we provide to you. You must never write them down in a way which could be understood by someone else. You must never disclose your Cash ISA details to anyone, except to us when we need to verify your identity.
28. If any of your Cash ISA details are lost, stolen, misused, used without authorisation or you believe that they may have become known to another person, you must call us immediately to let us know on **08456 10 20 30**. This will allow us to disable the existing details and issue new ones to you.

29. In order to keep your Cash ISA details safe you should always keep them secret, access the online service directly from **myvirginmoney.com**, not use an email or other website link to take you to our online service, and keep the computer you use to access the online service secure and free from viruses and spyware.
30. Virgin Money or Virgin Bank will never contact you by email or by an unsolicited call and ask you for your Cash ISA and/or security details. If you are contacted by email or a cold caller and asked to provide this information, please do not respond to it and contact us on **08456 10 20 30** to let us know.

## Instructing us and when you may cancel an instruction

31. To instruct us to make payments into your Cash ISA, or make withdrawals from it, you must be able to confirm your identity to us. Details of your payment card will be required when making a debit card payment into your Cash ISA. Details of your bank or building society account will be required when setting up a direct debit for payments into your Cash ISA or a telegraphic transfer withdrawal from it. You will be prompted for the required information when making a request online or over the phone, but please ensure that you include full details including your name, address and VIR number with any postal instructions that you give us. Postal instructions will also need to be signed and the signature must match that on your mandate with us. Further details on how payment into the Cash ISA and withdrawals from it can be made, are set out in the following two sections headed 'Payments into your Cash ISA' and 'Withdrawals from your Cash ISA'.
32. When you ask us to make a payment into or withdrawal from your Cash ISA, you are authorising us to process the transaction in the way described in these Conditions.

Where you set up a repeat direct debit, you are authorising us on an ongoing basis to make payments into your Cash ISA from your nominated bank or building society account.

33. Most transactions will be initiated as soon as you instruct us and will not be capable of being reversed or cancelled. Instructions for such transactions will be deemed to have been received as follows:

- when made online or over the phone, once you confirm to us that a transaction should proceed; and
- when made by post, once we have received your letter and confirmed the instructions you have provided are complete and authorised,

but where we receive it after 5pm on a business day, or on a day that is not a business day, it will be deemed to have been received on the next business day.

34. For direct debits where payments into your Cash ISA are set for future dates, your request for us to make each payment will be treated as being received on the date set for the payment. Your authorisation for a future direct debit may be cancelled through us no later than seven business days before the date set for the payment. If you wish to cancel a direct debit any later than this, you will need to contact your bank or building society who should be able to cancel the direct debit up to the business day before the direct debit payment is due.

## Payments into your Cash ISA

35. There is a limit on the total amount you can pay into your Cash ISA in each tax year. This limit is set by the Regulations. Currently, for the tax year of 6 April 2011 to 5 April 2012, you can pay up to £5,340 into your Cash ISA. However, the total amount invested in the Cash ISA and any stocks & shares ISA you hold can be no more than £10,680. If you send us a payment that exceeds these limits, we will send the excess back to you or where you have sent us a cheque, we may return the whole cheque to you without accepting any payment.

36. Payments into your Cash ISA can be made by a cheque sent through the post, debit card, a one-off direct debit or a repeat direct debit.
37. Cheques must be made payable to "Virgin Money" and sent to us at **Virgin Money, PO Box 9522, Chelmsford CM99 2AB**. You must also write your VIR number on the back of the cheque (your VIR number can be found on any correspondence that we have sent to you). If sending a building society cheque, please ask them to confirm your VIR number, building society account name, account number and sort code on the back of the cheque. Post-dated cheques cannot be accepted.
38. A debit card payment into your Cash ISA can be made through our online or telephone service – the debit card must be in your name.
39. A one-off direct debit transfer is where you ask us to pay a single amount to your Cash ISA using a direct debit mandate set up on your personal bank or building society account. A one-off direct debit transfer can be set up online, over the telephone or by sending us an instruction through the post.
40. A repeat direct debit is where you ask us to pay a fixed amount on a regular basis (such as monthly) to your Cash ISA using a direct debit mandate set up on your personal bank or building society account. A repeat direct debit can usually be set up when opening your Cash ISA, through the telephone service, or by sending us instructions through the post.
41. Once we receive a valid instruction for a payment into your Cash ISA, it will be checked for completeness and authorisation, and processed. The funds will then be requested from your bank or building society and once received added to your Cash ISA.
42. The following points set out the typical time it takes for money to reach your Cash ISA depending on the different way that you make the payment:
- Cheque: 3 business days after we receive your cheque;
  - Debit card: 2 business days after instructing us;

- c. One-off direct debit transfer: 3 business days after instructing us;
- d. Repeat direct debit transfer: 1 business day after the date set for the payment (so long as this is more than 3 business days after the date you instruct us).

Where we receive a cheque or a payment instruction after 5pm on a business day, or on a day that is not a business day, it will be treated as being received on the next business day.

- 43. It may take longer than the typical clearance time for us to receive payments from your bank or building society. You should be aware that we often show payments as being in your Cash ISA before they are received by us and they will earn interest as detailed in paragraph 63. You will not be able to withdraw these amounts until they have been in your Cash ISA for at least 10 business days.
- 44. Where a payment into your Cash ISA fails after we have shown the money as being in your Cash ISA (such as where a direct debit is recalled), corrections will be made and the amount of the failed payment will be removed from your Cash ISA (any interest earned on that amount will also be cancelled). Your statements will not show these failed or reversed payments, but we will tell you if it happens.

### Transfers into your Cash ISA from another ISA

- 45. You can transfer money from another cash ISA that you hold to the Cash ISA when you open it, or at a later time. If you ask us to obtain a transfer from another ISA manager, you will need to complete a transfer form (which is available upon request). We will then request a transfer from the other ISA manager within 5 business days, who should send us the money by electronic transfer or cheque within another 5 business days. We will credit the money to your cash ISA within 3 business days.

### Withdrawals from your Cash ISA

- 46. You should be aware that the amount that can be paid into your Cash ISA in each tax year is limited in the way described in the 'Payments into your Cash ISA' section. If you have already paid in up to this limit, you will not be able to make further payments into

the Cash ISA even if you make a withdrawal first.

- 47. You may make withdrawals by:
  - a. instructing us through the post, or through our online or telephone services, to send a cheque to you (the cheque will be in your name and non-transferrable); or
  - b. contacting us through the telephone service to find out whether a telegraphic transfer to your bank or building society account is possible. If it is, you can instruct us to make such a transfer at that time, but we will charge you £15 for doing so. This charge will be deducted from a payment card that you present, or your Cash ISA, when the transfer is made.
- 48. Once we receive a valid withdrawal instruction it will be checked for completeness and authorisation, and processed.
- 49. The amount of each withdrawal is taken from your Cash ISA on the day we receive your instruction. You are not able to issue instructions that provide for withdrawals to be made at a future date.
- 50. Where we receive instructions after 5pm on a business day, or on a day that is not a business day, the instructions will be treated as being received on the next business day.
- 51. If you ask for a withdrawal to be made by cheque, the cheque will be written and posted to you at the address given in your application (or any new UK address that you have told us about) the business day after we receive your instruction.
- 52. If you ask for a withdrawal to be made by a direct telegraphic transfer and you have paid the £15 fee, we will initiate the transfer on the day that we receive your instruction. The money should then reach your bank or building society on the same day if you have instructed us before 3pm. If you have instructed us after 3pm the money should reach your bank or building society on the next business day.
- 53. Withdrawals can be of any amount, but must be no less than £1 or the total balance if it is lower. You can make a withdrawal without prior notice, except that payments into your Cash ISA must remain in your Cash ISA for at least 10 business days after being received by us. You must maintain a minimum

balance of £1 to keep your Cash ISA open.

- 54. There is no overdraft facility on the Cash ISA. You are unable to withdraw more than the cleared balance held on the Cash ISA at any time. Each payment into your Cash ISA cannot be withdrawn until 10 business days after we have received it.

### Transfers out of your Cash ISA to another ISA

- 55. At your request we will transfer the value of all or part of your Cash ISA to another ISA manager who is willing to accept it, without loss of tax relief in accordance with the Regulations. If you only have current tax year subscriptions in your Cash ISA, then the entire Cash ISA must be transferred. These transfers will be processed as cheque withdrawals, except that the cheque will be in the name of your new ISA manager and sent directly to your new ISA manager. If you transfer all of the money out of your Cash ISA, it will automatically be closed once we have sent the transfer cheque to your new ISA manager. Once we have received the transfer instruction from the other ISA manager, we will send the cheque and accompanying information to them within 5 business days.
- 56. You can also transfer all or part of any previous tax year's cash ISA (and any related income) into a stocks & shares ISA, including a Virgin Stocks & Shares ISA. If transferring from a current tax year cash ISA, the full amount that you have subscribed (and any related income) must be transferred.

### Why a transaction may not be carried out by us

- 57. We may be unable to, or refuse to, process a transaction for you if we are not satisfied that:
  - a. it is legal and unrelated to fraudulent and criminal activities;
  - b. it has been properly authorised;
  - c. the information we are basing the transaction on is correct and complete; and
  - d. the transaction wouldn't lead to a breach of the laws governing the Cash ISA, or a breach

of these Conditions.

- 58. If there is a dispute or claim over the money held in the Cash ISA between you and another person, we may refuse to allow withdrawals until the situation is resolved.

### Confirmation and statements

- 59. When you issue instructions to us online or over the phone, we will confirm them with you at the time before acting upon them. We will also provide written confirmation letters to you when we receive instructions to make payments in, or withdrawals from your Cash ISA. These letters will usually be sent to you the business day after we have received your instructions.
- 60. Up-to-date details of the instructions we have received and accepted, and funds (cleared and uncleared) on your Cash ISA, are available through the online service.
- 61. We will issue a paper statement twice a year, in February and August. This will show payments in and withdrawals from the Cash ISA, interest paid on the Cash ISA, and the Cash ISA balance. Additional paper statements are available upon request.
- 62. You must check your Cash ISA details, confirmation letters, and statements carefully and tell us immediately by calling **08456 10 20 30** if you do not recognise any transactions or if you think any payment you have authorised has been executed incorrectly.

### Interest on the Cash ISA, changes to the interest rate and tax

- 63. The rate of interest is variable and is available at **virginmoney.com** or on request. Interest is calculated on the cleared daily balance of your Cash ISA. Normally this means that cheque payments into your Cash ISA begin earning interest one day after we receive your cheque, debit card payments begin earning interest one business day after you ask us to take the payment, and direct debits begin earning interest two business days after the date set for the transfer. When you request a withdrawal, interest will cease to be earned on the amount withdrawn

on the same day as we receive the request.

64. The interest that you earn will be added to your Cash ISA on the last business day of the tax year (usually 5 April) or on the day you close your Cash ISA.
65. Interest on the Cash ISA will normally be paid to you without a deduction for tax and does not need to be declared on your tax return.
66. We may change the interest rate applied to the Cash ISA at any time. We will inform you of changes by writing to you. Where there is to be a reduction in the interest rate, you will be informed no less than 30 days before the change is made. If you do not like any change to the interest rate you can close your Cash ISA. If you do not do so before the change comes into effect, you will be treated as having accepted it. Where a change to the interest rate is in your favour, we may make the change first before telling you about it, so that you can benefit from it as soon as possible and will then inform you within 30 days of it happening.
67. Tax benefits depend on individual circumstances and can change. Other taxes and costs may exist that are not deducted or paid for by us, and you may need to pay these yourself.
68. We will inform you if, by reason of any failure to satisfy the Regulations or these Conditions, your Cash ISA has or will become void or no longer exempt from tax. Where this occurs, we will usually be able to keep your Cash ISA active but we will pay interest net of tax (that is, with tax having been taken off) or in line with instructions that are given to us by HM Revenue & Customs. In some circumstances a cash ISA that does not satisfy the Regulations can be corrected and remain valid.
69. If you die, your Cash ISA will no longer qualify for tax exemption from the date of your death (meaning that future interest will be paid after a deduction for tax) and the value of the Cash ISA will form part of your estate. You should also be aware that your Cash ISA may be subject to inheritance tax after your death.

## Charges and currency

70. We do not charge for providing the Cash ISA. If you ask us to provide any additional service to you (such as extra statements or a telegraphic transfer), we may charge but will inform you first.
71. The Cash ISA operates in pounds sterling only. We only accept money in pounds sterling and will only make payments to you in pounds sterling.

## Incorrect and unauthorised transactions

72. You must tell us immediately by calling **08456 10 20 30** if you do not recognise any transactions on your Cash ISA or if you think any payment has been made incorrectly.
73. We are responsible for requesting the correct funds from your bank or building society account, payment card, or your Cash ISA (as the case may be) to make each payment in or out. We are not responsible for payments into your Cash ISA until we receive the money.
74. Where you have asked us to make a payment from your Cash ISA and that payment has not been made correctly, or if it never arrived at the recipient, we will refund that payment to you or in the case of overpayment, refund the excess. We will not refund the payment if there is a mistake in the payment instruction you gave us, or we can show that the payment was received by the recipient bank or building society. Once the payment has been received by the recipient bank or building society, it is responsible for it. Where we are responsible for an incorrect payment, we will also refund any interest you would have earned on the Cash ISA had it not been made.
75. We will also refund a payment that we have made from your Cash ISA 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 an unauthorised transaction where you or anyone authorised by you have acted fraudulently, with intent, or very carelessly (known as gross negligence). Where you are not responsible in this way, but an unauthorised transaction has occurred because of your Cash

ISA 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 transaction or series of connected unauthorised transactions.

76. We may choose not to make a refund in the ways described above, or correct a related error:
  - a. if you tell us about the problem more than 13 months after the payment was made;
  - b. in the circumstances described in paragraph 98;
  - c. if the incorrect or unauthorised payment is made from or to your bank or building society account and you are able to obtain the funds or redress from the holding bank or building society; or
  - d. before we have received approval to do so from HM Revenue & Customs, where this is required.
77. If you ask us, we will make efforts to trace a payment that cannot be accounted for and will tell you the outcome.

## Closure of your Cash ISA

78. If you have made a payment into your Cash ISA during a tax year and then close your Cash ISA, you will not be able to re-open another cash ISA with us or any other ISA manager in the same tax year. For this reason, in some circumstances you may prefer to transfer your cash ISA rather than to have it closed. Transfers are explained in the 'Transfers out of your Cash ISA to another ISA' section.
79. You may close the Cash ISA at any time by contacting our telephone service or in writing. Before you may close your Cash ISA, all payments into it must have been in your Cash ISA for at least 10 business days.
80. We may close your Cash ISA at any time by giving you at least two months' advance warning. We may also close your Cash ISA without advance warning if:
  - a. You have broken any of these Conditions seriously or repeatedly;
  - b. there is suspicious, fraudulent or criminal activity relating to the Cash ISA, or you have

behaved in an improper manner;

- c. you have provided us with incorrect information or fail to provide us with information upon request; or
  - d. we are not lawfully able to continue to provide the Cash ISA, or we become aware that you are not eligible to hold the Cash ISA (HM Revenue & Customs may tell us if this is so).
81. If you have a zero balance in your Cash ISA at the end of a tax year, we may close it and will tell you if we do so. We may also close your Cash ISA if it has a balance of less than £50 and you have not paid into the Cash ISA, or made a withdrawal from it, for over 24 months. If we wish to do this we will give you at least 30 days' advance warning.
  82. When your Cash ISA is closed we will return to you any balance remaining on it by cheque. It usually takes one business day to completely close your Cash ISA. This gives us time to apply your interest, write the cheque and post it to you. If you ask us in good time before your Cash ISA is closed, we may be able to transfer the money to another ISA manager instead of returning it to you by cheque.
  83. If you die or become unable to manage your Cash ISA, your Cash ISA may be closed, and all payments made from your Cash ISA will be valid and binding on you and your estate if they were made before we knew of your death or inability. We may require a grant of probate, confirmation, letters of administration or power of attorney before releasing any money upon your death or inability.

## Dormant Cash ISAs

84. If there have been no payments into or withdrawals from your Cash ISA (other than interest payments) for 15 years, we may pass the money in your Cash ISA to an organisation known as a reclaim fund and then close your Cash ISA. The reclaim fund's role is to hold money from dormant bank and building society accounts. If we do transfer your money to a reclaim fund, you will be able to claim your money directly from it and we can provide you with information on how this may be done.

## The roles of both Virgin Bank and Virgin Money and how your information is used

85. Virgin Bank acts on behalf of Virgin Money (as our agent) in supporting your Cash ISA. You will only deal with us regarding your Cash ISA and you authorise Virgin Bank and Virgin Money to share details of the Cash ISA and your affairs. Virgin Money has accepted the same duty of confidentiality regarding your affairs as Virgin Bank does as a bank.
86. Virgin Bank and Virgin Money will use your information to service your Cash ISA, improve the service that is delivered to you, assess financial risk, prevent and detect crime and aid asset recovery. Where relevant, your information may also be shared with other members of the Virgin group and other organisations. Unless you have indicated otherwise, your information might also be used to contact you about products and services that you may find interesting. Further detail on this is set out below:
- We may use other Virgin group companies and third parties to provide services to you on our behalf, or to support us in delivering our services. We may also pass your information to an organisation that might take over our role in providing the Cash ISA to you. Where this happens, it may involve those other organisations holding and using information about you either inside or outside of the European Economic Union.
  - If you have relationships with other Virgin companies in other countries, information about you may be shared with those Virgin companies (even if they are based outside of the European Economic Union) and combined with other information that is held about you, for general business purposes.
  - Information about you may be used for the purposes of complying with the law, supporting law enforcement and controlling financial risk. This may involve the disclosure of information to UK or overseas governmental or regulatory authorities or to any person we reasonably think necessary for these purposes (including fraud prevention and credit reference agencies).
  - Unless you have indicated otherwise, Virgin Bank and Virgin Money and other Virgin group companies may use and share relevant information about you, your transactions and your relationships within the Virgin group, for general business purposes and research, and to give you information about products and services and promotions which may interest you. You may be contacted for this purpose by telephone, post, email, mobile messaging services and other appropriate methods. If you are not happy for your information to be used in this way, you can tell us at any time and we will stop.
  - Whether it is processed in the UK or overseas, your information will be protected by strict rules on secrecy and security. We will ensure that adequate procedures and safeguards are in place to protect your information at all times in accordance with UK laws.
  - After your Cash ISA is closed and we have stopped providing services to you, we will keep hold of relevant information about you for an appropriate period to allow us to deal with queries that may arise at a later time.
  - We are required to provide HM Revenue & Customs with relevant information about you and your Cash ISA.
87. We will use your contact details to contact you at any time about your Cash ISA. You must ensure that your contact details are accurate and that you inform us of any changes online or over the telephone on **08456 10 20 30**.
88. You can request in writing a copy of the personal records we hold on you and we may charge for providing this information. We can also provide you with details of the fraud prevention and credit reference agencies that we use, so that you can request from them copies of the information that they hold on you.

## Transferring rights and responsibilities

89. You may not transfer any rights or responsibilities, benefits, or interests under these Conditions or to your Cash ISA, or create any security over your Cash ISA unless we say so in writing. This does not affect your ability to transfer your Cash ISA in the way described in the 'Transfers out of your Cash ISA to another ISA' section.
90. Your Cash ISA will be, and must remain in, your beneficial ownership (that is to say, it must be owned by you) and must not be used as security for a loan although it may be used as a means for repaying a loan.
91. We may transfer your Cash ISA deposit from Virgin Bank to another bank that teams up with us. If this occurs you will accept that bank's liability to pay in place of Virgin Bank's. References in these Conditions to Virgin Bank will mean the bank that we transfer your Cash ISA to and your future obligations will be owed to that bank in place of Virgin Bank. We will write to you in advance of any such transfer. If you do not wish your Cash ISA to be transferred you may close your Cash ISA, without penalty, prior to the transfer taking place.
92. We may also choose to stop acting as your ISA manager. If this occurs, we may transfer our functions and responsibilities to another organisation that has been approved to act as a cash ISA manager under the Regulations. That organisation will be responsible to you for fulfilling our role in our place, references in these Conditions to us will be to that organisation and your future obligations will be owed to that organisation in place of Virgin Money. We will write to you in advance of any such change. If you do not wish your Cash ISA to be managed by anyone other than us you may close your Cash ISA, without penalty, prior to the new manager taking over from us.

## Changes to these Conditions

93. We are able to change these Conditions if there is a valid reason for doing so. This might happen if we wish 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.
94. Where we wish to make a change to these Conditions we will write to you explaining what is happening. The change will then come into effect no sooner than two months after we have done so. If you do not wish to accept any change, you may close your Cash ISA without charge before the change comes into effect by contacting us. If you do not close your Cash ISA, you will have accepted the change.

## General

95. These Conditions are, and all future communications will be, in English. We can provide you with the latest full copy of these Conditions upon request.
96. These Conditions are only intended to be enforceable by you, Virgin Bank and Virgin Money.
97. We/Virgin Money and Virgin Bank are not responsible for any failure to carry out their/our obligations under this agreement due to any unusual and unexpected circumstances outside our control, such as the failure of any machine, computer system or any industrial action, the consequences of which would have been unavoidable despite all our efforts.
98. Neither you or we will be responsible for a breach of these Conditions or a failure, where that breach or failure is due to:
- abnormal and unforeseen circumstances beyond your or our (as appropriate) control, the consequences of which would have been unavoidable despite all efforts to the contrary (this may include, for example, failures caused by industrial action or computer failures); or
  - the need to comply with European or UK Law.

## Your status

99. For the purposes of the Financial Services Authority's rules, we have classified you as a 'retail client'. This means you will get the highest level of protection available within those rules. Your ability to refer complaints to the Financial Ombudsman Service or to claim compensation from any relevant compensation scheme is not affected by our classification of you.

## Conflicts of interest

100. Our conflicts of interest policy details any potential conflicts of interest between us and our customers, and between individual Virgin Money customers. An example of a conflict of interest would be where we have a financial incentive to favour one customer over the interests of other customers. The activities, culture and organisation of Virgin Money make the risk of detrimental conflicts of interest extremely low. However, should they arise, our policy requires any such conflict to be immediately disclosed to customers and all necessary steps taken to minimise such risks. A copy of the full policy is available on request.

## Law, disputes and complaints

101. Our relationship with you and any contract between us is subject to English law. You agree to submit to the exclusive jurisdiction of the courts in the United Kingdom if there is ever a dispute between you and Virgin Bank or you and Virgin Money.
102. Our complaint handling procedures are available on request. If you feel there is cause to complain please write to us at **Virgin Money, PO Box 9522, Chelmsford CM99 2AB** or call us with full details. If we are unable to satisfy you, you can write to The Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. This will not affect your right to take legal action.

## Important information about compensation arrangements

103. Virgin Bank is covered by the Financial Services Compensation Scheme ("FSCS"). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors, including most individuals and small businesses, are covered by the scheme.
104. In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint Accounts each account holder is treated as having a claim in respect of their share, so for a joint Account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all the eligible depositor's accounts with the bank, including their share of any joint Account, and not to each separate Account.
105. Virgin Money and Church House Trust are both brand names used by Virgin Bank. This means the protection provided by the FSCS is limited to £85,000 for the combined total of deposits with both Virgin Money and Church House Trust.
106. For further information about the scheme (including the amounts covered and eligibility to claim) please contact us on 08456 10 20 30, refer to the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or call the FSCS on 020 7892 7300 or 0800 678 1100.