



# money

## Important information you need to know

### The Virgin Prepaid MasterCard® Terms and Conditions October 2009

Please read this Agreement carefully before you activate your Card. This information forms the Terms and Conditions of your Virgin Prepaid MasterCard. By activating your Card you accept the Terms and Conditions and you understand and accept the risks highlighted in paragraphs 2.2 and 19.4 of this Agreement. If there is anything you don't understand or agree with, please contact Customer Services using the contact details in paragraph 21 of this Agreement. **If you are under 18, we strongly recommend that you speak to your parent or guardian before you activate your Card.**

#### 1. DEFINITIONS

- 360money e-voucher** – A paper voucher you can buy at any PayPoint outlet, which you load with money to buy your Card online and top it up.
- Account** – The electronic account associated with your Card.
- Agreement** – This Cardholder Agreement as varied from time to time.
- Available Balance** – The value of funds loaded onto your Card and available for use.
- Business Days** – The days of Monday to Friday but does not include bank holidays.
- Card** – The Virgin Prepaid MasterCard issued to you under this Agreement. Also referred to as the Virgin Prepaid Card in these Terms and Conditions.
- Card Number** – The 16 digit number on the front of your Card.
- Cardholder** – You, the person entering into this Agreement with us.
- Customer Services** – The contact centre for dealing with queries about your Card. Contact details for Customer Services can be found in paragraph 21. Calls to Customer Services are charged at local rates.
- EEA** – is the European Economic Area which currently includes all countries in the European Union together with Iceland, Norway and Liechtenstein.
- e-money** – The electronic money associated with your Card.
- Full Deductible Amount** – The full transaction amount, including the Transaction itself along with any associated fees, charges and taxes.
- MasterCard International Incorporated** – MasterCard International Incorporated whose head office is at 2000 Purchase Street, Purchase, New York, 10577 USA.
- Merchant** – A retailer, or any other person, firm or corporation that accepts cards which display the MasterCard Acceptance Mark.
- My Virgin Money** – The area on the Website that allows you to register for online access to your Account and view details of your balance and Transaction history. My Virgin Money provides up-to-date information about your Account and you will need an internet connection in order to access it.
- Prepaid Account Number** – This is your unique personal account number, and is found on the back of your Card.
- PayPoint** – A retail network provider of cash collection services displaying the PayPoint logo.
- PIN** – Your four digit personal identification number for use with the Card.
- Restricted Card** – A Card with spending limits. Please see paragraph 3.5 for details.
- Transaction** – A retail sale, a cash advance, cash back or a cash machine withdrawal completed by you using your Card.
- we, us or our** – PrePay Technologies Limited, a company registered in England and Wales with number 04008083 who can be contacted at PO BOX 3371 Swindon SN5 7WJ. PrePay Technologies Limited is authorised and regulated by the Financial Services Authority to issue e-money and is registered in the Financial Services Register with registration number 219619.
- Virgin Money Ltd** – Virgin Money Ltd, a company registered in England and Wales with number 042332392 whose registered office is at Discovery House, Whiting Road, Norwich NR4 6EJ.
- Website** – [www.virginmoney.com/prepaid-card](http://www.virginmoney.com/prepaid-card)
- you, your** – The Cardholder.

#### 2. SCOPE OF THIS AGREEMENT

- 2.1** Your Card is an e-money prepaid card. This is not a credit, charge or debit card.
- 2.2** Your Card has been issued by Clydesdale Bank PLC pursuant to licence from MasterCard International Incorporated. The Card is an electronic money product and the electronic money associated with it is provided by us. We are a registered service provider of Clydesdale Bank PLC. MasterCard is a registered trademark of MasterCard International Incorporated. Your rights and obligations relating to the use of this Card are subject to this Agreement between you and us; you have no rights against Clydesdale Bank PLC or MasterCard International Incorporated or their respective affiliates. If you experience any difficulties in using the Card you should contact Customer Services. The e-money associated with this Card is provided to you by us, and will be in Pounds Sterling. In the unlikely event that we become insolvent, the e-money on your Card may lose its value and become unusable, and accordingly you may lose your e-money. The Card remains the property of Clydesdale Bank PLC.
- 2.3** These Terms and Conditions are written and available only in English and we undertake to communicate with you in English regarding any aspect of your Card or Account.

#### 3. BUYING, RECEIVING AND ACTIVATING YOUR CARD

- 3.1** The Card application fee is outlined at paragraph 12 of these Terms and Conditions.
- 3.2** You agree that we may communicate with you by email for issuing any notices or information about your Account or Card and therefore it is important that you ensure you keep your email address updated via My Virgin Money. Additionally, your Transaction history and statements are made available to you in My Virgin Money and you will need to register in order to be able to obtain this information.
- 3.3** You may only apply for a Card if you are resident in the UK, and there may only be up to five Cards issued per household at any one time. As the applicant you are responsible for all additional Cards issued to your Account under this Agreement and any fees or charges that these Cards may incur.
- 3.4** We will issue your Card to you on the basis of the information that you have provided. You agree to provide accurate personal information and to tell us of any changes as soon as possible so that our records remain correct. You should update any changes to your personal information by visiting the Website or calling Customer Services. In particular, you should always keep us informed of changes to your email address.
- 3.5** If we are unable to satisfactorily verify your identity and address from information provided by you at the time you apply for a Card we will issue you with a Restricted Card. There is a total spending limit of £1,600 per year (12 months starting on first Transaction) on Restricted Cards of which no more than £600 can be cash machine withdrawals or a single debit Transaction. You are unable to top-up a Restricted Card using a credit or debit card and you may load a maximum of £600 in any one day, subject to yearly spending limits. If, after applying for a Card, you are issued with a Restricted Card, you will have the option to upgrade to a non-Restricted Card by providing satisfactory documentation as proof of identity and address (fees apply, see paragraph 12).
- 3.6** Your Card will be posted to your home address, and will be loaded with any initial value you credited to your Card when you applied for it less the Card Application fee set out in paragraph 12. You should receive your Card within 15 days of your application.
- 3.7** When you receive your Card, you must sign it immediately, and then call Customer Services to activate it. When you call Customer Services you will need to select the 'Card Activation' option from the menu. You'll then be asked to quote your Card Number and the activation code which you'll find on the letter that came with your Card. You'll also be asked to provide us with some details to confirm your identity.
- 3.8** You may use your Card to make cash withdrawals. However, please see paragraph 3.5 above for information on Restricted Cards. You'll need a PIN for cash back or cash machine withdrawals and to authorise any retail sales Transactions in the UK and in some countries abroad. Please see paragraph 4.1 for full details on how to authorise Transactions.
- 3.9** You'll be given your PIN when you activate your Card. You should never reveal your PIN to anybody. We will not reveal your PIN to a third party. If you forget your PIN you can reset it by contacting Customer Services.
- 3.10** When you select or change your PIN, you must not select a PIN that may be easily guessed, such as a number that:
- 3.10.1** is easily associated with you, such as your telephone number or birth date,
  - 3.10.2** is part of data imprinted on the Card,
  - 3.10.3** consists of the same digits or a sequence of running digits, or
  - 3.10.4** is identical to a previously selected PIN.

#### 4. USING YOUR CARD

- 4.1** Your Card can be used at any Merchant (fees apply, see paragraph 12). You can authorise Transactions on your Card at any Merchant by entering your PIN or other security code, if the Merchant does not accept chip and PIN authorisation, the Merchant may allow you to authorise the Transaction by signature of the receipt. Please be aware that you may not usually stop a Transaction once it has been authorised as at that point it is deemed to be received by us. You will be responsible for all Transactions where you or any additional Cardholder authorise such Transaction, regardless of the manner of such authorisation.
- 4.2** Subject to clause 3.5, Virgin Prepaid Cards can be used to make cashback withdrawals at participating Merchants, to make withdrawals at cash machines bearing the MasterCard Acceptance Mark or at participating banks to make cash advance withdrawals (fees apply, see paragraph 12). You can withdraw up to £250 a day but some Merchants or cash machines may have lower limits. Please note that extra cash machine fees in addition to those shown in paragraph 12 may be charged by certain cash machine providers.

- 4.3** Your Card is a prepaid card, which means that the Card's Available Balance will be reduced by the Full amount of each Transaction and authorisation (see explanations in 4.5.1 to 4.5.4 of the different circumstances in which requests for authorisation might take place), plus any applicable taxes and charges, including any additional cash machine charge if any. This is your 'Full Deductible Amount', which must be less than or equal to the Available Balance on your Card. You must not use your Card after the expiry date of the Card or if the Full Deductible Amount exceeds the Available Balance. If, for any reason, a Transaction is processed for an amount greater than the Available Balance on your Card, you must repay us the amount by which the Full Deductible Amount exceeds your Available Balance within 14 days of receiving an invoice from us. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.
- 4.4** You can check your balance for free by visiting My Virgin Money on the Website. You can also check your balance by calling Customer Services.
- 4.5** Due to security safeguards, Merchants that accept your Card are required to seek authorisation from us for all of the Transactions that you make. There are some circumstances where Merchants may require you to have an Available Balance greater than the value of the Transaction you wish to make. You will only be charged for the actual and final value of the Transaction you make. Merchants request this as they may need to access more funds than you initially planned to spend. For example:
- 4.5.1 Hotels and rental cars** – As Merchants may not be able to accurately predict how much your final bill will be, they may request an authorisation for funds greater than your Available Balance.
- 4.5.2 Restaurants** – You will need to have an Available Balance equivalent to the total cost of the meal plus 20%. This is to accommodate any service charge that could be added to your bill.
- 4.5.3 Internet Merchants** – Certain internet Merchant sites will, on registration or at checkout stage, send a request for payment authorisation to verify if funds are available. This will temporarily impact your Available Balance. Also please bear in mind that many sites won't deduct payment until goods are dispatched so please be aware of this when checking your balance to make sure you've always got funds available to cover your purchases. We will decline any authorisation requests from Merchants using your Card for identification purposes.
- 4.5.4 In-flight purchases** – Merchants may not be able to authorise your Transaction if they can't obtain an online authorisation from us. Examples include on-board cruise or train charges and some in-flight purchases.
- 4.6** Your Card cannot be used at self-service petrol pumps. You can use your Card to pay by taking it to the cashier.
- 4.7** Your Card should not be used as a form of identification.
- 4.8** The Available Balance on your Account will not earn any interest.
- 4.9** We may ask you to surrender the Card at anytime for a valid reason in accordance with the provisions in paragraph 16 of these Terms and Conditions. If we do so, we will give you back your e-money in accordance with paragraph 7 of these Terms and Conditions.
- 5. TOPPING-UP YOUR CARD**
- 5.1** You may top-up your Card(s) up to a maximum balance of £3,500 per Account, provided the total balance of all Cards in your household does not exceed £4,500 at any time (if you have a Restricted Card please refer to paragraph 3.5).
- 5.2** Unless stated otherwise top-ups will be credited to your Available Balance when we receive your money which is usually on the next Business Day following the day on which you make the top-up payment. You can top-up your Card in the following ways:
- 5.2.1** Within any Post Office® branch, PayPoint outlet or any retailer participating in the 360money top-up scheme. Locations can be found on the Website. You'll need to hand over your Card and your payment to the value you wish to top-up. Your Card will either be swiped or scanned and the top-up completed. Remember to get your receipt as this is your proof of purchase. The minimum you can top-up for the 'Pay as you go' tariff is £10 at a Post Office® branch and £10 at a PayPoint branch. For the 'Pay monthly' tariff the minimum top-up is £20 at any Post Office® or PayPoint. The maximum top-up for either tariff option is £500 each time. Fees apply for top-ups made at PayPoint locations (please see paragraph 12) however, PayPoint top-ups will usually be credited to your Available Balance immediately.
- 5.2.2** Using a 360money e-voucher. These can be purchased from PayPoint outlets. The maximum 360money e-voucher top-up at any one PayPoint outlet is £100 and the minimum is £10. When you activate your 360money e-voucher it will be credited to your Available Balance and will usually be available to spend within one hour.
- 5.2.3** By cheque, subject to a minimum value of £20, by writing your Virgin Prepaid Account Number and the cheque guarantee number of the cheque signatory on the back of the cheque and sending it to Customer Services. The top-up will usually be credited to your Available Balance when we receive your money which is usually five Business Days after we have received the cheque from you. Please note, cheques must be made out to Virgin Money Direct Deposit; we will not accept cheques made out to any other name.
- 5.2.4** Standing order or bank transfer. Forms and instructions are available on the Website and you will need your Prepaid Account Number. In certain circumstances we may ask you for identification for transfers to your Account that total in excess of £600 before we apply the money to your Account. The top-up will be credited to your Available Balance when we receive your money which can take up to four Business Days from when you make the top-up payment.
- 5.2.5** You can top-up your Card online using a debit or a credit card. A minimum top-up of £20 applies. The top-up will be credited to your Available Balance when we receive your money which is usually two Business Days after you make the top-up payment. Only one debit or credit card can be used to top-up your Account. You must have registered your debit or credit card with your bank for 'MasterCard® Secure Code' or 'Verified by Visa' to use this service. If you change details of your debit or credit card we may ask for additional time to approve your top-up. The address of the debit or credit cardholder must match the address given by you for your Account. Fees apply for top-ups made using a credit card, see paragraph 12.
- 5.3** If you have a Restricted Card you cannot top-up using a credit or debit card.
- 5.4** We reserve the right to suspend or terminate the right to top-up your Card at any time without notice.
- 6. CARD EXPIRY**
- 6.1** The expiry date of your Card is printed on the front of the Card. You will not be able to use your Card if it has expired. If you would like to apply for a replacement Card please contact Customer Services (fees may apply, see paragraph 12). Alternatively you can request a refund of the Available Balance, made according to the provisions of paragraph 7.
- 6.2** No Transactions will be processed once your Card has expired.
- 6.3** If your Card has been used in the eight weeks prior to the expiry date, we'll send a new Card free of charge to your registered address.
- 6.4** If your Card has not been used in the eight weeks prior to the expiry date, we'll send you an email asking whether you would like to renew your Card or instead reclaim the outstanding Available Balance (if any).
- 6.4.1** If you opt to have your Card renewed, you'll be issued a new Card (fees apply, see paragraph 12).
- 6.4.2** If you tell us you do not want your Card renewed we will close your Account on the expiry date. If there is an outstanding Available Balance on the Card at expiry, this will be sent to your registered address by cheque within 30 days of the closure of your Account (subject to paragraph 6.5).
- 6.4.3** If you do not reply to the email, we'll close your Account on the expiry date. Any outstanding Available Balance on the Card at expiry will remain yours for a period of twelve months from the expiry date. Within these twelve months, you can request a refund anytime by emailing us at virginprepaid@360money.com or calling 08454 601 606 (subject to paragraph 6.5). We will not return any funds remaining on the Card longer than 12 months after expiry of the Card.
- 6.5** If you have a Restricted Card, we are required by regulation to establish your identity before redeeming money from your Card.
- 7. REDEEMING E-MONEY**
- 7.1** If you'd like to terminate your Card and redeem any unused funds (fees apply, see paragraph 12), you may do so as long as:
- 7.1.1** we believe you have not acted fraudulently, and
- 7.1.2** we are not prohibited from doing so by any applicable law, regulation, court order or instruction or guidance of a competent regulatory authority or agency.
- 7.2** You can obtain redemption of any unused funds together with a pro-rata refund of any annual or monthly fee that you may have paid in advance with respect to the Card (if applicable) by contacting Customer Services.
- 7.3** Our procedures may require us to carry out various checks reasonably required to prevent fraudulent use of your Card before we can process your redemption request.
- 7.4** If we find any additional withdrawals, fees or charges have been incurred on your Card following the processing of your redemption funds, we'll send an itemised invoice to you and we will require you to refund us within 14 days of the invoice. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.
- 8. CARDHOLDERS UNDER 18 YEARS OF AGE**
- 8.1** Before applying, any applicant under 18 years of age should have obtained approval from a parent or guardian.
- 8.2** Cards must not be used for any purpose for which the Cardholder has not attained the minimum age e.g. gambling, adult entertainment, purchase of alcohol.
- 8.3** We will monitor activity on Cards issued to customers under 18 years of age. Any use of the Card which is considered to be unlawful may result in the Account being suspended in accordance with paragraph 16.2.3 if the activity continues.
- 8.4** We reserve the right to request proof of age at any time. Failure to provide proof of age may also result in the Account being suspended.
- 9. CARDHOLDER LIABILITY AND AUTHORISATIONS**
- 9.1** We may restrict or refuse to authorise any use of your Card in any legal jurisdiction if using the Card is causing or could cause a breach of this Agreement or if we have reasonable grounds for suspecting that either you or a third party has committed or is about to commit a crime or other abuse in connection with the Card.
- 9.2** Where appropriate, any refusal to authorise a Transaction will be relayed to you via the Merchant concerned.
- 9.3** If we need to investigate a Transaction on the Card then you must cooperate with us, the police or any other authorised body if this is required.
- 9.4** You should never:
- 9.4.1** allow another person to use your Card,
- 9.4.2** record your PIN in writing, with your Card or otherwise,

- 9.4.3** disclose your PIN to, or otherwise make it available to any other person, whether verbally or by entering it in a way that allows it to be observed by others or otherwise, or
- 9.4.4** enter the PIN in any cash machine that does not look genuine, has been modified, has a suspicious device attached or is operating in a suspicious manner.
- 9.5** You will be responsible for all Transactions which you or any additional Cardholder authorise, whatever the manner of such authorisation.
- 9.6** You agree to indemnify and hold harmless, us and our distributors, partners, agents, sponsors (including without limitation Clydesdale Bank PLC), and service providers and their group companies from and against the costs of any legal action taken to enforce these Terms and Conditions and/or any breach of these Terms and Conditions or fraudulent use of your Card or PIN by or authorised by you.
- 10. LOST, STOLEN OR DAMAGED CARDS**
- 10.1** You should treat the e-money on your Card like cash in a wallet. If you lose your Card or it's stolen you may lose any e-money on it in just the same way as if you lost your wallet.
- 10.2** In the event of loss, theft, fraud or any other risk of an unauthorised use of your Card, or if your Card is damaged or malfunctions, you must contact Customer Services immediately. When you call Customer Services you will be asked to provide us with your Card Number and some identifying details. In the event that you notify us in accordance with this Agreement that your Card has been lost or stolen you will be liable for a maximum of £50 of any loss that takes place prior to you contacting Customer Services.
- 10.3** Provided that you have given notification in accordance with clause 10.2 and that clause 10.4 does not apply, then you will not be liable for losses that take place following the date on which you gave such notification to Customer Services. If there is an Available Balance remaining on your Card, we will replace the Card for your Account. Alternatively, your Available Balance can be redeemed to you, unless we have any reason to believe that the notified incident has been caused by your breach of this Agreement, gross negligence or if it raises reasonable suspicion of fraudulent or improper conduct. If we replace the Card, the Card will be delivered to your home address (fees apply, see paragraph 12).
- 10.4** In the event that we have reason to believe you have acted fraudulently or you have acted with gross negligence or intentionally in failing to notify us of the lost or stolen Card then you shall be liable for all losses.

#### 11. TRANSACTIONS MADE IN FOREIGN CURRENCIES

- 11.1** If you make a Transaction in a currency other than Pounds Sterling (a Foreign Currency Transaction), the amount deducted from your Account will be converted to Pounds Sterling on the day we receive details of that Foreign Currency Transaction. We will use a rate set by MasterCard® which will be available on each Business Day and changes in the exchange rate shall take effect immediately. Exchange rates can fluctuate and they may change between the time a Transaction is made and the time it is deducted from your Available Balance. For Transactions made within the EEA or in an EEA currency you can find out the MasterCard Exchange Rate by emailing Customer Services. We will charge an International Card Usage Premium for all foreign currency Transactions (please see paragraph 12).

#### 12. FEES

- 12.1** We offer two tariffs: 'Pay as you go' and 'Pay monthly'. You can switch tariff for free but you may only switch between the two tariffs once every four months. Please note, both tariffs are subject to fees and restrictions as follows:

Costs	Pay as you go tariff	Pay monthly tariff
Buying your Card	£ 9.95	£ 9.95
Extra/replacement Card	£ 4.95	£ 4.95
Monthly fee	NONE	£ 4.75
Card Transaction (UK)	2.95%	FREE
Cash machine withdrawal (UK)	2.95%	£ 1.50
Card Transaction (overseas) - International Card Usage Premium	3.5%	2.95%
Cash machine withdrawal (overseas) - International Card Usage Premium	3.5%	£ 1.50
Top-up at Post Office ®	FREE	FREE
Top-up by debit card	FREE	FREE
Top-up by direct transfer	FREE	FREE
Top-up at PayPoint	2.75%	2.75%
Top-up by credit card	2.5% (min £ 2)	2.5% (min £ 2)
PIN re-issue/change	FREE	FREE
Balance enquiry	FREE	FREE
Printed statement	£ 3.50	£ 3.50
ID check to upgrade a restricted Card	£ 4.95	£ 4.95
Switching tariffs	FREE	FREE
Redemption Fee	£5	£5

- 12.2** If you choose the 'Pay monthly' tariff your monthly fee is £4.75. If you choose the 'Pay monthly' tariff whilst applying for your Card, your first payment is debited when you make your first top-up. If you switch to the 'Pay monthly' tariff your first payment is debited when £4.75 is first available in your Account. You will then be billed £4.75 on this date each month. However, if your first top-up is made after the 28th of the month your regular monthly billing date will be the first of the month. If there isn't enough money in your Account to pay the monthly fee, you won't be able to use your Card until you top-up again. When you next top-up, the full £4.75 will be debited and you will then be billed each month on this date instead. Please note, if we are unable to collect your monthly fee we reserve the right to move you on to the 'Pay as you go' tariff. We will let you know if we intend to do this.
- 12.3** We will deduct any taxes or charges due from the Available Balance on your Card. If there is no Available Balance of Funds on your Card, or taxes or charges exceed the balance of Funds available, we shall send an invoice to you and will require you to refund us within 14 days of the invoice. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

#### 13. DISPUTES

- 13.1** If you have a reason to believe that a Transaction for which your Card was used is unauthorised or has been posted to your Account in error, then at your request we will examine your Account and the circumstances of the Transaction. We strongly recommend that you check My Virgin Money on a regular basis as it is updated instantly and notify us by contacting Customer Services as soon as possible, but in any event within 13 months of the date of the relevant Transaction. Please be aware that any delay in notifying us makes it more difficult for us to obtain evidence as to whether the Transaction was authorised and may therefore increase the time involved in investigating the Transaction. If you dispute the Transaction, the Merchant must be able to prove that the Transaction actually took place.
- 13.2** Once we are reasonably satisfied that you did not authorise the Transaction and that we are required to refund the Transaction under this Agreement then we will refund the Transaction amount together with any charges on that amount and will have no further liability to you. We may require you to liaise with appropriate authorities with respect to the disputed Transaction.
- 13.3** Until our investigation is complete the disputed amount will be unavailable to spend. In all cases the value of a disputed Transaction may later be deducted from your Account if we receive information that proves that the Transaction was genuine. In this event we will charge you a £10 administration fee.
- 13.4** We reserve the right not to refund sums to you if we believe that you have not acted in accordance with this Agreement and to report any fraudulent claims to the appropriate authorities.

#### 14. VARIATION

- 14.1** We may change the Terms and Conditions of this Agreement, including fees and limits by providing you with at least 60 days notice by email (provided you have supplied us with an up-to-date email address) and will ensure the most recent version is always available on the Website:
- 14.1.1** to reflect the introduction or development of new systems, methods of operation, services or facilities,
- 14.1.2** to reflect a change or an expected change in market conditions, general good practice or the cost of providing our services to our customers,
- 14.1.3** to conform with or anticipate any changes in the law or taxation, any codes of practice or recommendations of the Financial Services Authority or other regulatory body,
- 14.1.4** to ensure that our business is run prudently and remains competitive,
- 14.1.5** to take account of a ruling by a court, ombudsman, regulator or similar body,
- 14.1.6** to make the Terms and Conditions fairer or clearer for you,
- 14.1.7** to rectify any mistake that might be discovered in due course,
- 14.1.8** to enable us to harmonise our banking interest or charging arrangements.
- 14.2** If any change to this Agreement is to your advantage then we may make the change on less than 60 days notice.
- 14.3** You may terminate your Card any time within the 60 day notice period if you do not agree with the changes to the Terms and Conditions. However, in the event you do not cancel during this period then you will be deemed to have accepted them and the changes will apply to you.
- 14.4** If any part of this Agreement is inconsistent with any regulatory requirements then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical. We will update our Terms and Conditions to reflect the new regulatory requirements when they are next reprinted.

#### 15. CANCELLATION

- 15.1** You may cancel your Card before activating it, and up to 14 calendar days after the date of activation (the Cancellation Period), without giving a reason by writing to Customer Services at the address given in paragraph 21 of these Terms and Conditions. This does not apply to replacement Cards where the cancellation period for the original Card has expired. Upon cancellation, we will refund to you within 30 days, the Issuance Fee and any Available Balance on your Card.
- 15.2** You may terminate your Card any time after the Cancellation Period by exercising your rights under paragraph 7. You will not be charged for cancelling your Card however, a redemption fee will apply if you choose to redeem the Available Balance on your Account (please see paragraph 12).

## 16. TERMINATION OR SUSPENSION

- 16.1** We can terminate this Agreement at any time:
- 16.1.1** if we give you 60 days' notice and refund the Available Balance to you, or
  - 16.1.2** with immediate effect if you have breached this Agreement, or if we have reason to believe that you have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes or if we can no longer process your Transactions due to the actions of third parties.
- 16.2** We can suspend your Card at any time with immediate effect (and until your default has been remedied or the Agreement terminated) if:
- 16.2.1** we discover any of the information that you provided to us when you applied for your Card was incorrect.
  - 16.2.2** a Transaction has been declined because of a lack of Available Balance.
  - 16.2.3** you have breached this Agreement or we have reason to believe that you have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes or if we cannot process your Transactions due to the actions of third parties.
- 16.3** In the event that we do suspend or cancel your Card then if we are able to do so, we will tell you in advance otherwise we will let you know immediately afterwards. We may advise anyone involved in the Transaction if a suspension has taken place.
- 16.4** In the event that any additional fees are found to have been incurred on your Card following termination by either you or us, then subject to these Terms and Conditions, you shall refund to us any sum which relates to a withdrawal on the Card or fees and/or charges validly applied whether before or after termination. We'll send an invoice to you and will require you to refund us within 14 days. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

## 17. OUR LIABILITY

- 17.1** Our liability in connection with this Agreement (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall be subject to the following exclusions and limitations:
- 17.1.1** we shall not be liable for any default resulting directly or indirectly from any cause beyond our control, including but not limited to, a lack of funds and/or failure of network services at cash machines, maximum withdrawal limits set by cash machine operators and failure of data processing systems, we shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses,
  - 17.1.2** where the Card is faulty due to our default, our liability shall be limited to replacement of the Card, or at our choice, redemption of the Available Balance,
  - 17.1.4** where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount,
  - 17.1.5** in the unlikely event that sums are deducted from your Available Balance but you did not authorise such deduction in accordance with these Terms and Conditions then our liability shall be as set out in paragraph 13, and
  - 17.1.6** in all other circumstances of our default, our liability will be limited to redemption of the Available Balance.
- 17.2** Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.
- 17.3** To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.
- 17.4** The above exclusions and limitations set out in this paragraph 17 shall apply to any liability of our affiliates such as Clydesdale Bank PLC, MasterCard® International Incorporated, or other suppliers, contractors, agents or distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement.

## 18. YOUR INFORMATION

- 18.1** You may provide us with personal data from time to time in connection with your Card. Some personal data will be necessary for us to provide you with the Card and services under this Agreement. You must notify us immediately of any change of name and address by contacting Customer Services.
- 18.2** We and our affiliates are committed to maintaining your personal data in accordance with the requirements of the Data Protection Act and will take all reasonable steps to ensure that your personal data is kept secure against unauthorised access, loss, disclosure or destruction. Except as required by law, or in accordance with these Terms and Conditions, your personal information will not be passed to anyone without your permission. To comply with Anti-Money Laundering Regulations, we are required to request evidence of identity from you and may use an ID verification agency or credit reference agency (whose names and addresses will be provided to you on request) both prior to and following issue of your Card for this purpose and who will add details to your record of our request for a search.

- 18.3** You agree that we can use your personal data in connection with the Card, and the e-money associated with the Card, to contact you about replacement Cards, and to enable us to review, develop and improve our products and services. This may involve providing your personal data to our partners, affiliates, agents, distributors, and suppliers including Virgin Money Ltd, Clydesdale Bank PLC and to MasterCard International Incorporated and its affiliates to process Transactions and for their statistical research and analytical purposes. We may share your personal data with Virgin Money Ltd for direct marketing purposes. If you don't wish to receive any marketing material from Virgin Money Ltd, please select "Marketing Opt Out" in My Virgin Money or contact Customer Services. See paragraph 21 for contact details. We may also transfer your personal data outside of the EEA to enable you to use the Card while you are travelling, and such countries may not offer the same protections for personal data. We may also disclose your personal data as required by law, regulation or any competent authority or agency including to authorities and agencies to investigate possible fraudulent, unlawful or unauthorised activity.
- 18.4** You may contact us at anytime to request us to stop such use or further disclosure to other companies for such use.
- 18.5** You have a right to inspect the personal data we hold about you however, we will ask you to pay an inspection fee of £10 to cover our costs. For further information please contact Customer Services.
- 18.6** If we discover that the information we hold about you is incorrect, we may have to suspend or cancel your Card until we can establish the correct information, in order to protect us both.
- 18.7** It's your responsibility to keep us updated of changes to your personal details, including email address. Failure to do so may result in us being unable to contact you regarding your Card, including the provision of refunds to which you might be entitled or to let you know about changes to Terms and Conditions.

## 19. COMPLAINTS PROCEDURE

- 19.1** Complaints regarding any element of the service provided by us should be sent in writing to the address in paragraph 21 below or by email to Customer Services.
- 19.2** All complaints will be subject to our Complaints Procedure. We will provide you with a copy of our Complaints Procedure upon request and, if we receive a complaint from you, a copy of our Complaints Procedure will automatically be posted to you.
- 19.3** If we fail to resolve your complaint to your satisfaction you may refer your complaint to the Financial Ombudsman Service (South Quay Plaza, 183 Marsh Wall, London E14 9SR, phone 0845 080 1800). Details of the service offered by the Financial Ombudsman Service are available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).
- 19.4** The Financial Services Compensation Scheme is not applicable for the Card. No other compensation schemes exist to cover losses claimed in connection with the Card.

## 20. GENERAL

- 20.1** Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.
- 20.2** If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.
- 20.3** You may not assign or transfer any of your rights and/or benefits under these Terms and Conditions and you shall be the sole party to the contract between us. You will remain liable until all Cards issued to you are cancelled or have expired and all sums due under these Terms and Conditions have been paid by you in full. We may assign our rights and benefits at any time without prior written notice to you. We may subcontract any of our obligations under this Agreement.
- 20.4** No third party who is not a party to this Agreement has a right to enforce any of the provisions of these Terms and Conditions, save that Clydesdale Bank PLC, MasterCard International Incorporated and their respective affiliates may enforce any provision of this Agreement which confers a benefit or a right upon them and a person specified in paragraph 17.4 may enforce paragraph 17.
- 20.5** This Agreement contains the information set out in Schedule 4 of the Payment Service Regulations 2009 and you can obtain a copy of this Agreement at any time by visiting My Virgin Money or the Website.
- 20.6** This Agreement is governed by English law and you agree to the nonexclusive jurisdiction of the courts of England and Wales.

## 21. CONTACTING CUSTOMER SERVICES

- 21.1** If you've got a question, you can contact Customer Services by phoning +44 (0)8454 601 606 between the hours of 8.00am and 7.00pm, Monday to Friday or 9.00am to 5.00pm on Saturday, or by writing to Customer Services at Virgin Prepaid Card, PO BOX 3371, Swindon SN5 7WJ, or by emailing [virginprepaid@360money.com](mailto:virginprepaid@360money.com). A lost and stolen card service is also available 24 hours a day on the Customer Services phone number.