

# Key Features of the Virgin Money Individual Savings Accounts (ISA)

## Flexi Cash ISA and Cash ISA – Fixed Rate Bond

The Financial Conduct Authority is the independent financial services regulator. It requires us, Virgin Money, to give you this important information to help you decide whether our Cash ISA products are 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.

If there is anything that you do not understand, or if you would like further information on any aspect of this brochure, please telephone our Customer Service Centre on **0800 012 1111** or call into your local Store.

If you want a copy of these conditions, your Tariff or any other conditions which might apply to you please contact us.

### What is an ISA?

Individual Savings Accounts (ISAs) allow your savings to grow, tax efficiently, through a wide range of investments to suit different needs. An ISA can have four separate components.

These are:

- Cash
- Stocks and Shares
- Innovative Finance
- Lifetime

You have the opportunity to invest in any combination of these components up to the annual investment allowance. For information on the annual investment allowance, please visit our website [virginmoney.com](http://virginmoney.com) or contact HM Revenue and Customs direct.

### Virgin Money Cash ISAs

We, Virgin Money (the Bank), offer the opportunity, subject to availability, to save into two types of Cash ISAs. Please contact us to confirm what products are currently available to open.

**Flexi Cash ISA:** This is a flexible Cash ISA where you have immediate access to your money without charge and the ability to withdraw and replace cash without the replacement counting towards the annual subscription limit, all withdrawals must be replaced within the same tax year.

**Cash ISA – Fixed Rate Bond:** This is a Cash ISA with a fixed rate and term. During the term advised on your Tariff (as applicable), part withdrawals are not permitted. Any account closure or transfer during the fixed term will be subject to a charge. On Maturity of your Cash ISA – Fixed Rate Bond, unless you write and tell us otherwise, we'll automatically transfer your account to a Flexi Cash ISA.

We will write to you before Maturity to tell you about the Flexi Cash ISA that your account will be transferred into. This will be one of our Flexi Cash ISA with an issue number. You should also check our website to find out more information on our full range of alternative ISAs we've got available.

This document explains the key features of the above Bank Cash ISAs.

### Their aim

The Bank Cash ISAs help to maximise your tax efficient savings both in the short and medium term through secure cash deposits.

### Your investment

Investors 18 years and over may subscribe to multiple Cash ISAs, Stocks and Shares ISAs and Innovative Finance ISAs and to one Lifetime ISA in any tax year.

Each ISA may be held with a different ISA Manager.

For the Flexi Cash ISA product, you may agree to invest a lump sum or regular savings by cash, cheque, standing order or credit transfer. Please refer to the Cash ISA Tariff for the minimum investment amount for a Flexi Cash ISA.

For the Cash ISA – Fixed Rate Bond you may agree to invest a lump sum by cash, cheque or credit transfer. Please refer to the Cash ISA Tariff for the

minimum investment amount for a Cash ISA – Fixed Rate Bond. Additional deposits may be made whilst the product is on sale. You may continue to subscribe to the Cash ISA – Fixed Rate Bond in each tax year up until the date the Cash ISA – Fixed Rate Bond is withdrawn from sale. This excludes any reinvestment of a maturing existing Cash ISA – Fixed Rate Bond, or ISA transfers you may have requested, either from another ISA provider or from a Flexi Cash ISA but the transfer must be instructed at the same time you are making any payment towards the current tax year.

### Risks

- The rate of interest is variable on a Flexi Cash ISA and may change in the future.
- The rate of interest on a Cash ISA – Fixed Rate Bond is fixed for the term advised on your Tariff (as applicable).
- Tax regulations and the subscription limits may change in the future, including the favourable treatment of ISAs.

### Charges and Fees

Charges apply to a Cash ISA – Fixed Rate Bond for early closure or transfer during the fixed term advised on your Tariff (as applicable).

There are no charges on the Flexi Cash ISA.

There may be fees for additional services such as providing duplicate statements.

These fees are included in our Tariff.

### Questions and answers

#### Can I invest in an ISA?

To invest in one of our ISAs, you must be aged 18 years or over and be resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of Section 28 of the Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom, or married to, or in a civil partnership with, a person who performs such duties. You will inform us if you cease to be so resident or to perform such duties or to be married to, or in a civil partnership with, a person who performs such duties. UK residents who are 16 or 17 and already have a fixed rate Cash ISA with Virgin Money will be allowed to select an appropriate Cash ISA to reinvest their funds into at maturity.

#### How do the Bank Cash ISAs work?

- Your ISA is opened upon receipt by us of your fully completed Application Form and initial payment.
- Cheques must be made payable to 'Virgin Money re: [Your Name]' for Virgin Money Cash ISAs.
- Your savings will be held in a deposit account with us.
- The Bank's interest rate leaflet provides information on current interest rates and is an integral part of this brochure. If you are not provided with one, please ask in the Store for a copy.
- The interest earned is free of tax.
- You may access your money, in accordance with the Terms and Conditions of your Cash ISA, during business hours (see 'Can I make withdrawals?').

#### Can I vary my regular savings or make additional investments?

**Flexi Cash ISA:** You may increase or decrease your regular monthly savings at any time without charge. You may increase your monthly savings by a minimum amount (currently £10) but you may not decrease them to a level below the minimum allowed at that time (currently £10). You may also stop your regular savings, and restart them, at any time without penalty. For monthly savings, we must receive your instructions by the end of the business day before the next payment is due in order to stop any standing order from your account. If your instructions are received after this, we will return your payment to you by cheque. You may make additional investments

at any time through the Store, telephone or internet banking, subject to the annual Cash ISA limits. Currently the minimum additional investment you may make is £10. You may withdraw cash and replace it, in the same tax year, without the replacement counting towards the annual subscription limit. No subscription, including replacement subscriptions can be made in to a Continuing Account of a Deceased Investor.

**Cash ISA – Fixed Rate Bond:** You may only make subscriptions during the period the Cash ISA – Fixed Rate Bond is available for sale. This includes any ISA transfers you may have requested, either from another ISA provider or from a Flexi Cash ISA but the transfer must be instructed at the same time you are making any payment towards the current tax year. Other than pending transfers that were instructed during the period the Cash ISA – Fixed Rate Bond is available for sale, no further funds may be transferred by you into the Account for the specified fixed term. If, as part of your subscription, you are utilising your current tax year allowance during the period the Cash ISA – Fixed Rate Bond is available for sale, and you do not subscribe your full allowance, you will not be able to utilise the remainder of your ISA allowance for that current tax year in another Virgin Money Cash ISA.

#### **Can I make withdrawals?**

Yes, subject to certain conditions outlined below.

Please note that taking money out of your ISA (and not replacing it) will reduce the balance of your ISA and therefore reduce the tax savings you would be entitled to at the end of the tax year.

**Flexi Cash ISA:** You may make a withdrawal from your Flexi Cash ISA, in whole or in part, at any time. You can make a withdrawal through the Store, telephone or internet banking. You can also request a withdrawal by writing to The team at Virgin Money, Sunderland SR43 4JB. You may replace withdrawn cash without the replacement counting towards the annual subscription limit in the same tax year.

**Cash ISA – Fixed Rate Bond:** You cannot make part withdrawals from your Cash ISA – Fixed Rate Bond. If you choose to close or transfer your account before Maturity, a charge will be payable by you. You can make a withdrawal by writing to The team at Virgin Money, Sunderland SR43 4JB.

Please note, when you close your account, to retain your ISA tax benefits your ISA provider needs to transfer your money directly to another ISA provider.

#### **Use of Personal Information**

All of the up to date information about how your personal data will be gathered, created, shared and looked after can be found in the Fair Processing Notice at [virginmoney.com/privacy](https://www.virginmoney.com/privacy). Where we need your consent to use personal information we will highlight this in the application process and ask for your consent separately.

#### **Can I transfer my existing ISA to a Bank Cash ISA?**

Yes. You may transfer your existing ISA without changing your tax status. Any savings in a Cash ISA or a Stocks and Shares ISA can be transferred in whole or in part to one of the Bank's Cash ISAs, subject to the agreed terms and conditions of your existing ISA product. We will not accept the transfer of an Innovative Finance ISA into a Bank Cash ISA. Please contact us to confirm what products are currently available to accept transfers in. To transfer your existing ISA to a Bank Cash ISA please either visit your local Store, contact your relationship manager, call our Customer Service Centre on **0800 012 1111** who will provide you with a Transfer Authority/Application Form or visit [virginmoney.com](https://www.virginmoney.com) to download the Transfer Authority/Application Form.

Once this is complete please send it to us at The team at Virgin Money, Sunderland SR43 4JB or forward to your relationship manager.

You should be aware that you may incur an exit charge or penalties from your existing provider that could reduce your transfer value.

#### **Can I transfer my Bank Cash ISA to another ISA Manager?**

Yes. For Flexi Cash ISA you may, by written instruction, transfer the entire amount of the current year's subscriptions and the entire amount or part of a previous year's subscriptions to any other ISA Manager at any time without loss of tax relief under current ISA rules. Contact your other provider who will request funds from us.

For a Cash ISA – Fixed Rate Bond you may, by written instruction, transfer the entire subscription amount to any other ISA Manager at any time without loss of tax relief under current ISA rules. A transfer before Maturity will incur a charge. Contact your other provider who will request funds from us.

#### **Can I transfer between my ISAs?**

You can transfer all or part of the money you have saved in previous tax years from your Virgin Money Cash ISA to a Stocks and Shares, Lifetime or Innovative Finance ISA. You can also transfer the whole amount saved in your Virgin Money Cash ISA in the current tax year.

Once you transfer money saved in the current tax year from your Virgin Money Cash ISA to a Stocks and Shares, Lifetime or Innovative Finance ISA, that money is treated as if it had been invested directly into that ISA. (You can also transfer money saved in Stocks and Shares or Innovative Finance ISAs to a Cash ISA, in the same way). After any transfer, you can keep your savings in whichever ISA type you prefer, up to the annual ISA investment allowance for that tax year. We do not accept transfers from an Innovative Finance ISA into our Virgin Money Cash ISAs.

**Example:** You save £2,000 in your Cash ISA at the beginning of a tax year.

You could transfer the whole £2,000 to your Stocks and Shares ISA. You could then still save up to the remainder of the annual ISA investment allowance into your ISAs – either all in your Stocks and Shares ISA, all in your Cash ISA, or in any combination across each.

#### **Can the tax benefits of my ISA be lost?**

Yes. The tax benefits will be lost:

- after your death when your ISA stops being a Continuing Account of a Deceased Investor; or
- on notification by HM Revenue & Customs that your ISA is void; or
- on us giving reasonable notice to you that your ISA will be closed; or
- on us receiving written notice that a court has appointed a trustee or custodian of your assets.

In the event of one of the above, your investment will remain in the account until we receive instructions from you or your representative.

#### **Can I transfer my APS allowance to a Flexi Cash ISA or Cash ISA – Fixed Rate Bond?**

No. We can't accept Additional Permitted Subscriptions (APS) directly into these ISAs. If you have an APS allowance following the death of your husband, wife or civil partner, please get in touch as we may have a suitable ISA for these funds.

#### **Accepting your application and opening your Account**

We will accept your application on the working day we received it, unless:

- your application is incomplete, and/or it is necessary to clarify information on the application;
- we need to ask you for proof of identity.

Your account will be opened when your application has been accepted and:

- for applications made with a deposit: the date we accept and receive your deposit; or,
- for applications made with a transfer: the date we request the transfer value from your existing ISA manager.

There may be circumstances when we will be unable to accept your application. If this happens, we will let you know.

#### **Further information**

##### **Cancellation rights**

After your application has been accepted, you will then have 14 days in which you can cancel the agreement. If you wish to cancel you should tell us at the Store, confirm in writing to our Customer Service Centre or the Cash ISA Team on or before the 14th day (not including public holidays) after the day on which your account is opened. If you cancel, you are entitled to have any money you have paid us plus any interest on these funds repaid to you in full. If you exercise your cancellation rights, you will be free to subscribe to another Cash ISA in the same tax year in which the cancellation is effected.

##### **Tax**

The income generated by Cash ISA investments is exempt from UK Income Tax. You do not need to declare the details of your ISA in your tax return. Information provided in this document is based on our understanding and interpretation of current tax legislation and HM Revenue & Customs practice, both of which may change in the future.

##### **Law**

In the event of a legal dispute, if your address when you open this account is in Scotland, the law of Scotland will apply to the contract between us. If your address is elsewhere, the law of England & Wales will apply.

##### **The ISA Manager**

The Cash ISAs are managed by Virgin Money which is a trading name of Clydesdale Bank PLC. The address of the Head Office is 177 Bothwell Street, Glasgow G2 7ER. The address of the Cash ISA Administration Office is The team at Virgin Money, Sunderland SR43 4JB.

##### **Good banking**

We are fully committed to high standards of service, treating our customers fairly, helping our customers understand how their accounts operate and

giving them a better understanding of banking services and maintaining confidence in the security and integrity of banks. For further information please refer to our website [virginmoney.com](http://virginmoney.com) or contact your Store or relationship manager.

## Complaints

We'd love to think we always get it right. But we're only human and sometimes we slip up. If we do, let us know and we'll try to fix it, without any charge to you for raising your complaint directly with us. You can ask us for more information about how we handle complaints through any of our channels.

You may not be satisfied with our complaint decision/resolution letter, or if we have not provided this in the timescales required by the Financial Conduct Authority. If so, you may be able to ask the Financial Ombudsman Service (FOS) to look at your complaint. You need to do this before six months from the date of our complaint decision/resolution letter. FOS is a free, independent organisation which can help to settle disputes between customers and financial services firms. More details can be found on their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Financial Services Compensation Scheme

Details on the protection of eligible deposits and deposits excluded from the scheme can be found on the FSCS website at [www.FSCS.org.uk](http://www.FSCS.org.uk)

## Language

The agreement is written and available only in English and we undertake to communicate to you in English when communicating with you regarding the account.

## Further details

This section is a brief guide to the Key Features of the Bank Cash ISAs. Further details are contained within the Terms and Conditions below. If you are in any doubt about the suitability of a Bank Cash ISA for you, you should contact your Store, relationship manager or our Customer Service Centre on **0800 012 1111**.

## Terms and Conditions

### Flexi Cash ISA

#### Cash ISA – Fixed Rate Bond

An Individual Savings Account (ISA) is a scheme of investment to which an individual who is a Qualifying Individual may subscribe.

The Terms and Conditions on which the Bank offers the Cash ISAs are set out below. Should you find anything in them which you do not understand, then please contact your Store, relationship manager or our Customer Service Centre on **0800 012 1111**.

#### 1. Definitions

In these Conditions:

**"Account"** means a Cash ISA Account specified in these Terms and Conditions maintained by the Account Holder with us.

**"Account Holder", "you", "your", "yours"** means an individual who has opened a Cash ISA under the ISA Terms and Conditions.

**"Application Form"** means the application form accompanying the ISA Terms and Conditions or an application form completed over the telephone by phoning **0800 012 1111**.

**"APS Allowance"** means an additional allowance to be used alongside your normal annual ISA allowance. The APS allowance cannot be transferred to another person; it is solely meant to be used by the spouse/civil partner of the deceased.

**"APS Limit"** means Additional Permitted Subscription which is limited to the value of the deceased investor's ISAs at the date when the account is no longer designated as a Continuing Account of a Deceased Investor.

**"Bank", "we", "us", "our"** means Clydesdale Bank PLC (which trades as Virgin Money, Clydesdale Bank and Yorkshire Bank).

**"Business Day"** means any day (excluding Saturdays, Sundays and bank holidays) on which banks generally are open in the City of London for the transaction of normal banking business.

**"Cash Account"** means the deposit account in your name held with us and into which your subscriptions to the Cash ISAs are paid.

**"Cash ISA(s)"** means, as appropriate, a Flexi Cash ISA or a Cash ISA – Fixed Rate Bond provided by us in accordance with these ISA Terms and Conditions.

**"Cash ISA – Fixed Rate Bond"** means a Cash ISA provided by us in accordance with the ISA Terms and Conditions in which the balance in your

Account must remain with us from the Commencement Date until Maturity to avoid a charge being incurred.

**"Cash ISA Team"** means the Cash ISA Administration Office at The team at Virgin Money, Sunderland SR43 4JB.

**"Continuing Account of a Deceased Investor"** means an Account where the Account Holder has died on or after 6th April 2018 and the earlier of the completion of the administration of the Account Holders estate, the Account has been closed or the third anniversary of the Account Holder's death has not occurred.

**"Cut-Off Time"** means:

- (i) for payment instructions we receive through the Telephone and Internet Banking Service, the time, after the end of the Business Day, by which we must receive payment instructions if they are to be shown on your Cash Account as being processed that Business Day rather than the next Business Day, as described in Clause 7(i);
- (ii) for payment instructions made in any other way, the time, towards the end of the Business Day by which we must receive payment instructions if they are to be processed that day. You can ask us for the Cut-Off Times which apply to your payments and they will also be set out in your Tariff.

**"FCA"** means the Financial Conduct Authority.

**"Flexi Cash ISA"** means a Cash ISA provided by us in accordance with these ISA Terms and Conditions in which you have immediate access to your money without charge. You are able to withdraw and replace money in your Flexi Cash ISA without the replacement money counting towards your annual subscription limit.

Replacement money must be paid into your Flexi Cash ISA in the same tax year it is withdrawn or you will lose the ability to replace it. Our Flexi Cash ISA can come with or without an issue number.

**"ISA"** means Individual Savings Account.

**"ISA Manager"** means us or any company to which the ISA Manager transfers the Cash ISAs in accordance with Clause 12 below.

**"ISA Terms and Conditions"** means these terms and conditions as varied from time to time in accordance with Clause 17 below.

**"Maturity"** means the expiry of your fixed term as specified in your Tariff (as applicable).

**"Nominated Account"** means the bank or building society account in your name the details of which have been supplied by you on the Application Form or subsequently notified to the ISA Manager. Payments can only be made to an account in the UK.

**"PRA"** means the Prudential Regulation Authority.

**"Qualifying Individual"** means an individual:

- (i) who is 18 years of age or over for a cash ISA; and
- (ii) who has not subscribed, and will not subscribe, to more than the overall ISA subscription limit total in the same tax year; and
- (iii) who is a resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of Section 28 of the Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom, or married to, or in a civil partnership with, a person who performs such duties. You will inform us if you cease to be so resident or to perform such duties or be married to, or in a civil partnership with, a person who performs such duties.

**"Tariff"** means the Virgin Money Cash ISA Tariff for personal or Private customers. Copies of the up-to-date Tariff are available in all our Stores or from your relationship manager.

**"Tax Year"** means a year beginning on 6 April in any year and finishing on 5 April the following year.

**"Telephone/Internet Banking Services"** means the service we offer customers to provide 24 hour telephone banking or, as the case may be, transactional internet banking.

**"Treasury Regulations"** means the Individual Savings Account Regulations 1998 as amended, substituted or replaced from time to time. References to any statutory provision or to regulations made there under include any modification or re-enactment thereof.

**"Virgin Money"** means Clydesdale Bank PLC trading as Virgin Money.

## 2. Introduction

- (i) The ISA Manager is authorised by the PRA and regulated by the PRA and FCA.
- (ii) The ISA Manager will make claims, conduct appeals and agree on behalf of the Account Holder liabilities for and refunds from tax in respect of the Cash ISAs.
- (iii) The Cash ISAs must comply at all times with the Treasury Regulations. The ISA Terms and Conditions do not explain every requirement of the Treasury Regulations. The ISA Manager will provide HM Revenue & Customs with all the relevant particulars of the Cash ISAs which HM Revenue & Customs may reasonably request.
- (iv) The ISA Manager may delegate any of its functions and responsibilities under the terms of its appointment to another person, and may provide information about the Account Holder and the Cash ISAs to any such person, provided that the ISA Manager has satisfied itself that such a person is competent to carry out those functions and responsibilities.

## 3. Applications

- (i) In order to open a Cash ISA, you must be a Qualifying Individual and the ISA Manager must be in receipt of an Application Form duly completed by you.
- (ii) The ISA Manager may accept applications completed by and act on instructions received from, someone holding a Power of Attorney.
- (iii) This agreement constituted by a duly completed Application Form and the ISA Terms and Conditions will come into effect once the application has been received and accepted by the ISA Manager. However, your Cash ISA will not be opened until the ISA Manager has received your first subscription to your Cash ISA.
- (iv) The Cash ISAs are governed by the ISA Terms and Conditions and the same may be varied in accordance with Clause 17 below.
- (v) The ISA Manager reserves the right to refuse an application for a Cash ISA without stating any reason.

## 4. Subscriptions

- (i) You must be a Qualifying Individual and must subscribe to the Cash ISA with your own cash.
- (ii) You may not subscribe to the Cash ISA otherwise than by means of a sum or sums paid directly to us.
- (iii) You may subscribe to your Cash ISA in tax years following that in which it is opened in accordance with any requirements of the Treasury Regulations.
- (iv) No subscriptions including replacement subscriptions can be made into a Continuing Account of a Deceased Customer.
- (v) The minimum deposit required to open and maintain a Flexi Cash ISA is detailed on the Cash ISA Tariff.
- (vi) The minimum deposit required to open and maintain a Cash ISA – Fixed Rate Bond is detailed on the Cash ISA Tariff. You can only make deposits into a Cash ISA – Fixed Rate Bond during the period the Cash ISA – Fixed Rate Bond is available for sale. This includes any reinvestment of a maturing existing Cash ISA – Fixed Rate Bond, or ISA transfers you may have requested, from another ISA provider the transfer must be instructed at the same time you are making any payment towards the current tax year. Once the Cash ISA – Fixed Rate Bond is off sale, you will not be able to subscribe any of the remaining amount of the yearly ISA allowance into another Virgin Money Cash ISA. However, you would be able to use the remainder of your annual ISA allowance in a Virgin Money Stocks and Shares ISA, a Lifetime ISA, Innovative Finance ISA or a Cash ISA with another ISA Provider.
- (vii) You can pay into the Flexi Cash ISA by making regular monthly payments at any Store, by post, by standing order and by telephone or internet banking. The minimum monthly payment is £10.
- (viii) You can pay into the Cash ISA – Fixed Rate Bond via telephone and internet banking, at any Store or by post.
- (ix) Any cheque paid into the Cash Account which is subsequently returned unpaid will be debited to the Cash Account along with any interest paid on it.
- (x) Total subscriptions to your ISAs during a tax year may not exceed the annual subscription limit. Any amounts received by the ISA Manager in excess of the subscription limit will be returned to you.
- (xi) If at any time you cease to be a Qualifying Individual, the Cash ISA will continue to be exempt from tax in accordance with Treasury

Regulations, however no further subscriptions can be made to the Cash ISA until you are a Qualifying Individual.

- (xii) We may refuse a subscription to your Cash ISA if the payment is from a country with a high risk of fraud or financial crime.

## 5. Timings of payments into your Cash Account

- (i) How you pay money into your Cash Account is important as it determines how long it'll take until the money is available for you to use and how any interest is calculated on it.
- (ii) Cash (that is, sterling only) paid into your Cash ISA at any Store of the Bank will be credited to your Cash Account immediately on receipt by the Bank and for interest purposes, value will be given to you also on that day. Cash will be available to draw immediately subject to any notice or fixed term conditions that apply. There are limits to how much cash you can pay into your Account. See your Tariff for details.
- (iii) In relation to cheques paid into your Cash Account, there will be two clearing cycles running in parallel until the end of 2018 – “2-4-6” cycle and the Image-based Clearing System (ICS) cycle. ICS will clear both cheques and Bank Giro Credits and will replace the “2-4-6” cycle. For details on what clearing cycle is applicable to you please refer to our website or contact your Store. More information on both schemes can be found at <https://www.chequeandcredit.co.uk>

The tables tell you:

- how long it takes for interest to be payable on the cheque;
- when you will be able to withdraw the funds; and
- when you can be certain that the cheque won't bounce.

### “2-4-6” cycle:

Day 0	Day 2	Day 4	Day 6
Cheque deposited	Interest payable	Funds can be withdrawn	Funds certain
Mon	Wed	Fri	Tues
Tues	Thurs	Mon	Wed
Wed	Fri	Tues	Thurs
Thurs	Mon	Wed	Fri
Fri	Tues	Thurs	Mon

### “ICS” cycle:

Day 1	By the end of Day 2
Cheque deposited	Interest payable, funds can be withdrawn and funds certain
Mon	Tues
Tues	Wed
Wed	Thurs
Thurs	Fri
Fri	Mon

These tables show you that:

	2-4-6	ICS
(a)	A cheque drawn on a bank within the UK in sterling will be shown as being credited to your Cash Account on the Business Day of receipt of the cheque by us.	A cheque drawn on a bank within the UK in sterling will be shown as being credited to your Cash Account on the Business Day of receipt of the cheque by us.
(b)	Such funds normally take three Business Days to clear for withdrawal and will not therefore be available for you to use until the fourth Business Day after the Business Day on which the cheque is paid in.	Such funds will be available for you to use by the end of the next Business Day after the Business Day on which the cheque is paid in.
(c)	When calculating interest, these funds will be counted in your balance two Business Days after the Business Day on which the cheque is drawn on and paid into the same Store, we will pay interest from the day on which the cheque is paid in.  Where a cheque is returned unpaid the amount of it will be debited to your Cash Account, and we will tell you about this. This can take place up to six Business Days after the cheque is paid in. You can be certain from the end of the sixth Business Day that we will not debit these funds without your permission (unless you are a knowing party to fraud).	When calculating interest, these funds will be counted in your balance by the end of the next Business Day after the Business Day on which the cheque is paid in. Where immediate value is given on the cheque, we will pay interest from the day on which the cheque is paid in. Where a cheque is returned unpaid the amount of it will be debited to your Cash Account, and we will tell you about this. Unless you are a knowing party to fraud then we will not debit these funds without your permission.
(d)	Where we are able to accept cheques or other items drawn on a non-UK bank we will explain to you at the time the process which will apply, how long the funds may take to reach your Cash Account and the fees you will be required to pay. If you pay a non-sterling cheque into your Account we will have to send the cheque to the bank on which it is drawn and so the payment may take time to reach your Cash Account.	Where we are able to accept cheques or other items drawn on a non-UK bank we will explain to you at the time the process which will apply, how long the funds may take to reach your Cash Account and the fees you will be required to pay. If you pay a non-sterling cheque into your Account we will have to send the cheque to the bank on which it is drawn and so the payment may take time to reach your Cash Account.

For automated credits paid into your Cash Account, you can contact us to find out when a payment will be available for use and when it will start to calculate interest. This will depend on, for example, the currency of the payment.

- (iv) If we are informed by the payer or another bank that a sum of money has been paid into your account by mistake, we can take that sum of money from your account without your express consent. We will only do this however if we accept there are reasonable grounds to suspect the payment was paid into your account by mistake and so long as we have been notified of the mistaken payment within a reasonable timescale from the date the payment was credited to your account. We will notify you as soon as we have done this to allow you to explain to us your version of events. If, after a reasonable time has elapsed and you have failed to satisfy us that you are entitled to the money, we will return the payment back to the payer or paying bank. We will act reasonably at all times and try to minimise any inconvenience to you.
- (v) Where we are unable to recover money from you that has been paid into your Cash Account by mistake we are obliged by law to co-operate with the payer's bank in its efforts to recover the money from you, in particular by providing the payer's bank with all relevant information that we have for the collection of funds (which may include information about you such as your personal details).

## 6. Withdrawals

Payments will be made from your Cash Account provided they are authorised by you in a way agreed between you and us.

You can give us instructions in the following ways:

- in writing (by letter);
- in person in a Store;
- over the phone (although you cannot give us a payment instruction over the phone unless you have registered for Telephone Banking);
- using Internet Banking or mobile banking;
- in relation to a Flexi Cash ISA only, through a payment initiation service (by following the procedures required by the payment initiation service provider to confirm the payment instruction).

A payment initiation service is where you authorise another business to give payment instructions to us relating to your accounts (rather than you giving those instructions to us directly by, for example, Telephone Banking).

We can either send you a cheque, or transfer the funds to your Nominated Account using our own systems where the Nominated Account is held with us or where you are registered for our Telephone/Internet Banking Services, using the Faster Payments Service. The Faster Payments Service can only be used where the Nominated Account is held with another UK financial institution and can accept transfers made using Faster Payments Service.

### Terms applicable to a Flexi Cash ISA only:

- You may make a withdrawal from your Flexi Cash ISA, in whole or in part, at any time. Withdrawals from your Flexi Cash ISA can be made through any Store, telephone and internet banking. You can also request a withdrawal of any amount up to the cleared balance in your Cash Account by writing to the Cash ISA Team.
- Any cash withdrawal that has been requested by you will count as withdrawals which can be replaced without counting towards the annual subscription limit.
- Money must be paid into your Flexi Cash ISA in the same tax year it is withdrawn or you will lose the ability to replace it.

The following withdrawals do not count towards flexibility:

- By HMRC to cover a tax debt;
- On instruction by HMRC to remove invalid subscriptions;
- When you cancel your Flexi Cash ISA;
- On authority of a court order.

There is no change to the annual subscription limit.

### Terms applicable to a Cash ISA – Fixed Rate Bond only:

- Part withdrawals from your Cash ISA – Fixed Rate Bond are not allowed during the fixed term of the Account as notified to you in the Tariff (as applicable). Subject to the terms below, you can ask us to close and withdraw the full cleared balance in your Cash Account by writing to the Cash ISA Team. Early closure or transfer of the Account prior to Maturity will be subject to the following charges as set out in the table below.

Days to Maturity	Early Repayment Charge
1 – 91	45 days interest
92 – 181	90 days interest
182 – 273	135 days interest
Above 273	180 days interest

If you close your account and don't transfer it directly to another ISA through us, that money will no longer benefit from the tax treatment an ISA receives.

## 7. Timings of Withdrawals from your Account

- If you ask us to make a payment before the relevant Cut-Off Time on any Business Day, we will process it on that Business Day unless you have asked us to make it on a future date set out in the payment instruction. We will debit the payment from your Cash Account when the payment is made. If the payment is made after the Cut-Off Time, your Cash Account will not show the payment as being processed until the next Business Day. Where you have set out a future date the payment will be processed on the date specified which must be a Business Day. Payment instructions received after the Cut-Off Time or on a non-Business Day will be processed on the next Business Day.
- If you are registered for our Telephone/Internet Banking Services and ask us to make a payment to a Nominated Account held with another financial institution in the UK we will use the Faster Payments Service. Most payments sent using the Faster Payments Service will be sent on the same Business Day that you give us the instruction or where you have asked us to make a payment out on a future date, that Business

Continued overleaf..

Day. However, in certain circumstances the payment may not be made until the next Business Day, for example, if we want to check certain details about the payment instruction with you. We can only use the Faster Payment Service if the Nominated Account you are sending the payment to can receive payments through the Faster Payment Service.

When you give us the payment instruction we will tell you if we can make the payment using the Faster Payment Service. If we cannot we will tell you we are unable to make the payment and you can contact us to discuss alternative ways to make the payment. We can refuse to make a payment under Clause 7(iii).

- (iii) We may refuse to make a payment from your Cash Account where you have given us a payment instruction if:
- (a) you do not have sufficient funds;
  - (b) you have not provided us with the correct details for making the payment;
  - (c) we reasonably believe that your Cash Account or any service we provide you is being used illegally or fraudulently by you or anyone else;
  - (d) we reasonably believe that someone else may have rights over the funds in your Account;
  - (e) you will be over the daily limit we have set for the type of payment instruction you have given to us (these are limits that we apply to protect your Cash Account and us);
  - (f) your payment is to a country with a high risk of fraud or financial crime; or
  - (g) we've asked you for information about you or your Cash Account and you haven't provided it.

Unless the law prevents it, we will tell you that we have refused to make the payment as soon as possible (and in any case not later than the time the payment should have arrived with the bank of the person receiving the payment). You can contact us if you would like more information about why the payment was refused.

In relation to a Flexi Cash ISA only, where we deny an account information service provider or payment initiation service provider access to your Cash Account we will tell you by phone, SMS or letter that we have denied such service provider access (where we are able to identify them) and the reason for the denial of access before we deny access (where possible) or immediately afterwards (unless telling you would compromise reasonably justified security reasons or is unlawful).

An account information service is a service which allows you to see your accounts with different providers in one place.

- (iv) You should let us know if you think there is an unauthorised or incorrect payment on your Cash Account, even if a payment initiation service is involved in making the payment.
- (v) If we make a payment to your Nominated Account and the beneficiary then tells their bank that the payment has not been received, we will as soon as possible refund the payment and any charges you've paid or pay to you any interest you've missed out on. We will not provide a refund if:
- (a) your payment instruction was incorrect; or
  - (b) we can show that the payment was actually received by the other bank (in which case they are liable).
- (vi) If we receive a payment to you from another bank but don't credit it to your Cash Account straight away, we will immediately make available the amount of the payment to you and credit the corresponding amount to your Cash Account and refund you any charges you have incurred due to our failure. We will also pay any interest to you so that it is as if you received the payment when you should have done.
- (vii) If you ask us to make a payment to your Nominated Account and the recipient's bank receives it later than the end of the next Business Day after we received your instruction, you can ask us and we'll contact the other bank and ask them to correct the amount of interest on your Nominated Account (so that it is as if the payment was received on time).
- (viii) We will, if you ask us to, immediately and without charge, make efforts to trace an incorrectly executed payment and we will notify you of the outcome.
- (ix) Where your payment instruction was incorrect we will take reasonable steps to recover your money if the payment has gone missing and we may charge you a reasonable fee. Where we are unable to get the money back, you can send us a written request and we'll then provide all the relevant information we can in order for you to claim repayment of the funds. We'll only provide you with information that we are allowed to provide to you by law.

- (x) If you tell us a payment from your Cash Account wasn't properly authorised (for example, someone else made it without your consent), you can ask us for a refund. You must do this as soon as you can after the payments appear on your Cash Account. We will refund you as soon as is practicable (and in any event no later than the end of the following Business Day) – including paying back the money, refunding any fees you have paid, and paying any credit interest in the normal way. You won't have any further claim against us.
- (xi) If we later find you aren't entitled to a refund, we will take back from your Cash Account the amount we refunded, and re-charge any fees or interest (or both) you owe us, and we will also not give a refund if we have evidence which indicates that you have acted fraudulently.
- (xii) Unless we believe you have acted fraudulently, we will always refund you in full for all unauthorised payments arising from the use of lost or stolen security details:
- (a) arising after you have told us in the agreed manner that security details have been lost or stolen or of the unauthorised use of security details; or
  - (b) if we failed to give you contact details to allow you to report the loss, theft or unauthorised use of security details; or
  - (c) where security details have been used to buy something at a distance when you did not need to be physically present (such as online, telephone or mail order shopping).
- (xiii) We will not give you a refund and you will be liable for all losses you incur arising out of unauthorised payments if you acted fraudulently.
- (xiv) We will not give you a refund and you will be liable for all losses you incur arising out of unauthorised payments up until the time you notify us of the loss, theft or unauthorised use of security details if:
- (a) you gave someone else permission to use your security details (other than, in relation to a Flexi Cash ISA only, an account information service provider or a payment initiation service provider which requires the details to provide services to you); or
  - (b) you deliberately or with gross negligence failed to (i) use your security details in accordance with these Conditions, (ii) notify us without undue delay on becoming aware of the loss, theft or unauthorised use of your security details, or (iii) take all reasonable steps to keep safe your security details.
- (xv) We will contact you by SMS, a call or a letter if there are suspected or actual security threats relating to your Cash Account with us.
- (xvi) This clause 7 does not apply to instructions to transfer your Cash ISA to a new ISA Manager.

## 8. Interest

### Terms applicable to a Flexi Cash ISA:

- (i) Interest is calculated daily on the cleared balance in the Cash Account on that day and is credited to the Cash Account once a year on the 31st December, or if that date is not a Business Day, on the first Business Day thereafter, or on Account closure.
- (ii) We can change the rates of interest payable on the Flexi Cash ISA by giving you two months' personal notice (except where clause 8(iv) applies) for any of the following reasons:
- (a) for any valid reason, whether or not listed below;
  - (b) where there has been a change in the costs we incur in providing the Flexi Cash ISA (including funding costs if relevant), including where we have good reason to expect there to be a change; or
  - (c) where there has been a change in legal or regulatory requirements (including where we have good reason to expect there to be a change).
- (iii) Where we make a change to the interest rate to comply with a legal or regulatory requirement, the change will be a fair proportion of the cost to us of meeting that requirement. Other changes will be a fair reflection of the changes in our costs.
- (iv) We do not have to give you any notice or rely on the reasons set out above if we are increasing the rate of interest we pay on your Flexi Cash ISA.
- (v) Information as to current interest rates for your Flexi Cash ISA is published in the tariff and may be obtained from any Store.

We'll write to you at least once a year with details about our range of savings accounts.

### Terms applicable to a Cash ISA – Fixed Rate Bond only:

- (i) The rate of interest applicable on the Cash ISA – Fixed Rate Bond is published in the Tariff (as applicable) and may be obtained from any Bank Store or your relationship manager. The interest rate will be advised and confirmed to you in the Tariff (as applicable) and will not vary during the term advised on your Tariff (as applicable).

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- (ii) Interest is calculated daily on the cleared balance in the Cash ISA – Fixed Rate Bond Cash Account on that day and is credited to the Cash ISA – Fixed Rate Bond Cash Account at Maturity, or on Account closure if earlier. Interest may also be credited annually if confirmed on the Tariff.
- (iii) On Maturity of your Cash ISA – Fixed Rate Bond Cash Account, interest will be paid to your Cash Account as above, and unless you write and tell us otherwise, we'll automatically transfer your account to a Flexi Cash ISA. Remember, when your account is transferred to a Flexi Cash ISA new terms and conditions will apply.

We will write to you before Maturity to tell you about the Flexi Cash ISA with an issue number that your account will be transferred into. You should also check our website to find out more information on our full range of alternative ISAs we've got available.

We'll write to you at least once a year with details about our range of savings accounts.

## 9. Cancellation

- (i) You can withdraw your application for a Cash ISA by writing to the ISA Manager at any time before your first subscription is made.
- (ii) In addition, you may cancel your application for a Cash ISA on or before the 14th day after your ISA is opened. If you exercise your cancellation rights, you will be free to subscribe to another Cash ISA in the same tax year in which the cancellation is effected. Cash ISAs closed with Virgin Money after the 14th day will not be classed as cancelled, this will impact your ISA subscription limit for that tax year and will prevent you subscribing to another Virgin Money Cash ISA in that tax year

## 10. Information about your Cash Account and statements

- (i) If you require information about your Cash Account, including the balance or any payments to or from the Cash Account or additional statements, please ask us. If duplicate statements are requested, you may be required to pay a (reasonable) charge. Please refer to the Tariff for the current charge. You must check your statements carefully. You must tell us as soon as reasonably practicable if you notice any payment on your Cash Account which is unauthorised or appears to have been processed incorrectly.

### Terms applicable to Flexi Cash ISA:

- (ii) Where there are transactions on your account, we will send statements containing details about your account free of charge at least monthly, unless otherwise agreed with you.

### Terms applicable to a Cash ISA – Fixed Rate Bond only:

- (iii) We will prepare and dispatch to you annually, in the month following the anniversary of your Cash Account opening, a statement for the Cash Account, noting the balance in your Account and all payments to and from your Cash Account during that previous year.

## 11. Voiding and Repair

- (i) The ISA Manager will notify you if, by reason of any failure to satisfy the provisions of the Treasury Regulations, the Cash ISA(s) has or will become void or be repaired.

## 12. Transfer of ISAs and Assignment

- (i) This Clause 12 reflects the law as at the date of these Terms and Conditions and the process detailed below is that set out within that law.
- (ii) Subject to Treasury Regulations you may at any time by instruction to the ISA Manager direct the ISA Manager to transfer the entire amount of the current year's subscriptions and the entire amount or part of a previous year's subscriptions to another Cash or Stocks and Shares ISA or Innovative Finance ISA Manager within such time as shall be agreed with the ISA Manager, provided that the new ISA Manager agrees to accept the transfer and is approved by the Board of HM Revenue & Customs, to act as an ISA Manager.
- (iii) On the instruction of the investor and within the time stipulated by the investor, which can be between 5 days and no more than 15 days, an ISA (or, for Flexi Cash ISA only, part of an ISA), shall be transferred to another ISA Manager.
- (iv) The ISA Manager's responsibility is discharged when the ISA is transferred to the new ISA Manager.
- (v) Your Cash ISA may not be assigned by you to any other person.
- (vi) The ISA Manager may appoint in its place any company (which has received approval from the Board of HM Revenue & Customs to act as an ISA Manager) as manager of your Cash ISA at any time (including without limitation, prior to the Cash ISA being opened) and shall then transfer all benefits, duties and obligations under the ISA Terms

and Conditions to that appointee. Where required by the Treasury Regulations the ISA Manager will give you notice of the transfer.

- (vii) ISA investments remain in the beneficial ownership of the investor and must not be used as security for a loan.

### Terms applicable to a Cash ISA – Fixed Rate Bond only:

- (viii) If you wish to close or transfer your Account to another ISA provider, during the term advised on your Tariff (as applicable) and before Maturity, the following terms will apply:
  - (a) a charge will be made as set out in Clause 6 above; and
  - (b) the charge will be deducted first from any accrued interest, but where there is insufficient accrued interest to meet the charge in full, any additional sum will be deducted from the capital in your Cash ISA – Fixed Rate Bond Account.

## 13. Closure of an ISA

- (i) The Cash ISA will be closed:
  - (a) on the ISA Manager receiving written instructions from you to that effect;
  - (b) after your death when your ISA stops being a Continuing Account of a Deceased Investor or on the ISA Manager receiving written notice that a court has appointed a trustee or custodian of your assets;
  - (c) by the ISA Manager on notification by HM Revenue & Customs that the Cash ISA is void; or
  - (d) we can close your account whenever we like as long as we write to you or email you to let you know two months before it closes. If we close your account, we'll try to send the money in your account to you together with any interest.
  - (e) In some exceptional circumstances, the ISA Manager may close the Cash ISA immediately or giving less than two months' notice. In exceptional cases we may be legally required to close the Cash ISA immediately. We will only rely on this Clause 13 (e) if we reasonably believe:
    - you have acted fraudulently, illegally or allowed the Cash ISA to be used for criminal activity;
    - you have or may soon become bankrupt;
    - you have given the ISA Manager false information;
    - you may cause the ISA Manager to break any law;
    - if you use threatening behaviour to any of the ISA Manager's staff.
- (ii) The Cash ISA will close without prejudice to the completion of any transactions already initiated. The ISA Terms and Conditions will apply until all outstanding transactions have been performed and liabilities have been discharged.
- (iii) On the closure of the Cash ISA, the funds in the Cash Account, together with any accrued interest will remain in the Cash Account (but without the tax benefits of an ISA) until notification of withdrawal is received by the ISA Manager in accordance with Clause 6 above. The ISA Manager may deduct from the amount of any payment or transfer a sum determined by the ISA Manager to represent any tax liabilities of the Account Holder in connection with the Cash ISA for which the ISA Manager is or may be accountable under the Treasury Regulations.

### Terms applicable to Flexi Cash ISA only:

- (iv) It's important to keep using your account. If you don't, we can close your account in any of the following situations:
  - immediately and without having to give you any additional notice, if your balance is £0 for at least 12 months.
  - with two months' notice if your balance is £10 or less for at least 24 months. We'll donate any unclaimed money in your account to a charity of our choice but we'll always give it back to you if you ask.
  - with two months' notice if you haven't paid money in or taken money out or we haven't heard from you about your account for at least 15 years. We'll move your money to the Reclaim Fund Limited but you'll still be able to get your money back if you ask us.

## 14. Death

- (i) The tax benefits of an ISA will cease from the date when the Account is no longer designated a Continuing Account of a Deceased Investor. The funds in the Cash Account together with any accrued interest will remain in the Cash Account after the Account ceases to be a Continuing Account of a Deceased Investor (but without the tax benefits of an ISA) until notification of withdrawal is received by the ISA Manager from your personal legal representatives. Subject to such formalities as the ISA Manager may specify, the ISA Manager will pay the funds in the Cash Account together with any accrued interest to or to the order of your personal legal representatives.

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## 15. Changes to information previously provided

- (i) You will notify the ISA Manager in writing and without delay of any change to the information previously provided on the Application Form or otherwise, and will supply the ISA Manager with all the information which the ISA Manager reasonably requests for the purposes of carrying out its obligations in respect of the Cash ISA.
- (ii) You will immediately inform the ISA Manager in writing if you cease to be a Qualifying Individual.

## 16. Instructions and Requests

- (i) Instructions, notices and requests made by you to the ISA Manager must be given in writing. The ISA Manager will comply with your written requests except where the ISA Manager believes that such compliance may be impracticable or might contravene the ISA Terms and Conditions or any applicable law, rule or regulation.

## 17. Making changes to these ISA Terms and Conditions

- (i) From time to time, we may need to make changes to your Cash ISA and these terms.

### Terms applicable to Cash ISA – Fixed Rate Bond only:

- (ii) We will not make any changes to the Cash ISA – Fixed Rate Bond unless we are required to do so to comply with a legal or regulatory requirement or the changes are to your benefit.

### Terms applicable to a Flexi Cash ISA only:

- (ii) Changes to interest rates are dealt with in Clause 8. We may change any of the other terms of these ISA Terms and Conditions on two months personal notice for any of the following reasons:
  - (a) where we reasonably consider that the change would make the terms easier to understand or fairer to you and the change would not be to your disadvantage; or
  - (b) to make reasonable changes to the way we look after your Cash ISA as a result of changes in the banking or financial system, technology, or the systems we use to run our banking business; or
  - (c) if the change involves adding a new service, feature or other improvement (including changes to protect you or us from fraud or other financial crime) to your Flexi Cash ISA; or
  - (d) where we have to as a result of a legal or regulatory requirement (or where we reasonably expect that there will be a change in a legal or regulatory requirement).

### Changes to interest rates and charges

- (iii) Some Cash ISAs have fixed interest rates (including some that are fixed for a defined period and then become variable after that), but otherwise there are two types of variable interest rate:
  - a) tracker rates, which follow the Bank of England Base Rate; and
  - b) managed rates, which we can set and change.

What we may do	How you can find out	When you can find out
Change tracker rates in line with changes to the Bank of England Base Rate. We will change the rate to follow the change in Bank of England Base Rate no later than the next Business Day. Change a managed rate if it is more favourable to you.	We will put the information on our website, in Stores, and you can get it from us on the telephone.	No later than three Business Days after we make the change.
Change a managed rate which is not favourable to you. Change the margin between a tracker rate and the Bank of England Base Rate. Change or introduce charges (including introducing a charge for a new service).	We'll write to you to tell you about these changes (which could include electronic communications).	At least two months before we make the change.

## Changes to other terms

- (iv) Where we're changing any other terms, we will write to you (which could include electronic communications) to tell you at least two months before the change comes into effect, unless we have to make the change sooner to follow a legal or regulatory requirement, in which case we will tell you as soon as we can.

### Why we can change interest rates, charges or these terms

- (v) We will change tracker rates in line with Bank of England Base Rate as set out above. We will not make any other changes to interest rates, charges or these terms unless one of the following reasons or clause 17 (vi) applies:
  - a) the change is favourable to you;
  - b) our costs for providing your Cash ISA have gone up, or we expect them to;
  - c) we are introducing a new service, feature or benefit;
  - d) the change would make the terms easier to understand or fairer to you, or we are correcting a mistake in the printed or electronic versions of these terms;
  - e) we will be making reasonable changes to managing your Cash ISA following changes in the banking and financial system, technology or the systems used to run the banking business (by us or by banks generally);
  - f) we withdraw or replace a service; or
  - g) we need to make a change to reflect a change in law, regulation, or industry codes of practice (including where we have a good reason to expect a change), or a decision by a court, regulator or ombudsman.
- (vi) As we cannot predict all of the reasons why we might need to change these terms while you are a customer, in addition to the reasons in clause 17(v) we can also make a change to interest rates, charges or any other terms as long as we have a reasonable justification. If we rely on this provision we will tell you when we give you two months' notice of the change.
- (vii) We will tell you about changes in writing, which could include electronic communications. If you don't want to accept a change you will be able to close or transfer your Cash ISA without having to pay a fee for doing so, at any time before the change takes effect. If you do not tell us before the change takes effect that you want to close or transfer your Cash ISA, we will treat you as having accepted the change.
- (viii) When we tell you about a change by post, we will write to the most recent address we hold for you (unless we have a good reason to think that this would put your Cash ISA at risk of fraud or other financial crime).

### Changes to additional benefits

- (ix) If your Cash ISA has additional benefits with their own conditions, we will give you 30 days' notice if we are making any changes or withdrawing the benefit.

### Copy of the Conditions/Summary of changes

- (x) If we have made a major change or a lot of minor changes in any one year, we will give you a copy of the new Conditions or a summary of the changes and tell you where you can find a copy of the full terms and conditions.

### Closing/Moving Stores

- (xi) If we close or move Your Store we will notify you by writing to you 12 weeks before Your Store is closed or moved. If we close or move Your Store we will always also tell you how we will continue to provide services to you. If we significantly change the opening hours for Your Store, we will give you at least 12 weeks prior notice.

## 18. Charges for Additional Services

- (i) Charges for additional services will be advised at the time you request the service or when you ask. Some of the more common charges for additional services are published in the Tariff.

## 19. Right of Set-Off

- (i) If you have failed to make a payment to us when it is due, on any account you hold with us (including a credit card, loan, mortgage or overdraft), we can take the amount due from any other Clydesdale Bank, Yorkshire Bank or Virgin Money accounts you may hold which are in credit and apply it to the debt. This is called the right of "set-off".

We will only apply credit balances from accounts in your name (which are not held for the benefit of another person) to debts held with us in



either your name, jointly with another person or a business account where the account is in your name. We will not apply credit balances from joint accounts to debts held with us which are in accounts held in one person's name.

- (ii) We will not set off all the funds in your Account where we are required by our regulator to leave you with money for everyday essential spending.
- (iii) If we have exercised our right to set-off we will promptly notify you of this. If you are in financial difficulty, you should contact us to discuss your options.
- (iv) If we take money from your Cash ISA using our right of set-off, this will reduce the balance of your Cash ISA and therefore reduce the tax savings you would be entitled to at the end of the tax year. Any such withdrawals from your Cash ISA will have no effect on annual subscription limits.

## 20. Governing Law and Regulations

- (i) If your address when you open this Account is in Scotland, the ISA Terms and Conditions and the relationship between you and the ISA Manager will be governed by and construed in accordance with the laws of Scotland and subject to the non-exclusive jurisdiction of the courts of that country. If your address is elsewhere, the laws of England & Wales and the jurisdiction of the English and Welsh courts will apply. The ISA Terms and Conditions are based on the ISA Manager's understanding of current law and the Treasury Regulations and may be subject to change in the future.

## 21. Data Protection

- (i) All of the up to date information about how your personal data will be gathered, created, shared and looked after can be found in the Fair Processing Notice at [virginmoney.com/privacy](https://virginmoney.com/privacy). Where we need your consent to use personal information we will highlight this to you in the application process and ask for your consent separately.

## 22. Complaints

If you're not happy, we're not happy.

We'd love to think we always get it right. But we're only human and sometimes we slip up. If we do, let us know and we'll try to fix it, without any charge to you for raising your complaint directly with us. You can ask us for more information about how we handle complaints through any of our channels.

You may not be satisfied with our complaint decision/resolution letter, or if we have not provided this in the timescales required by the Financial Conduct Authority. If so, you may be able to ask the Financial Ombudsman Service (FOS) to look at your complaint. You need to do this before six months from the date of our complaint decision/resolution letter. FOS is a free, independent organisation which can help to settle disputes between customers and financial services firms. More details can be found on their website: [www.financial-ombudsman.org.uk](https://www.financial-ombudsman.org.uk)

## 23. Telephone Calls and Security

- (i) We draw to your attention that we may record or monitor telephone calls in order to ensure security for our customers and our staff and to help maintain service quality. We may also use CCTV in or around our premises for the prevention and detection of crime. Further information can be found in our Fair processing Notice at [virginmoney.com/privacy](https://virginmoney.com/privacy)

This document is available in large print, Braille and audio. Please speak to a member of staff for details.

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

### Important information about compensation arrangements

Details on the protection of eligible deposits and deposits excluded from the scheme can be found on the FSCS website at [www.FSCS.org.uk](https://www.FSCS.org.uk)

Clydesdale Bank PLC (trading as Virgin Money) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 121873. Credit facilities other than regulated mortgages and regulated credit agreements are not regulated by the Financial Conduct Authority. Clydesdale Bank PLC is registered in Scotland (No. SC001111). Registered Office: 177 Bothwell Street, Glasgow G2 7ER.

VM33379V7 (11/24)



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