

IMPORTANT INFORMATION YOU NEED TO KNOW

The Virgin Money Prepaid Mastercard®
Terms and Conditions October 2019



Please read this Agreement carefully before you activate your Card. This information forms the Agreement for your Virgin Money Prepaid Mastercard. By activating your Card you accept this Agreement. If there is anything you do not understand or agree with, please contact Customer Services using the contact details in paragraph 20 of this Agreement.

1. Definitions

360 money 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.

Account Information Services – An online service which provides consolidated information on accounts held by you with one or more payment service providers such as banks.

Agreement – This Cardholder Agreement as varied from time to time.

Authorised Account Information Services Provider – A third party payment service provider which is authorised by its Regulator to provide Account Information Services to you with your explicit consent and under a separate agreement which you have signed with them.

Available Balance – The value of funds loaded onto your Card and available for use.

Card – The Virgin Money Prepaid Mastercard issued to you under this Agreement. Also referred to as the Virgin Money 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.

Clydesdale Bank PLC – Clydesdale Bank PLC, a company registered in Scotland with number SC001111 whose registered office is at 30 St Vincent Place, Glasgow, G1 2HL.

Contactless – A payment feature that provides Cardholders with a way to pay by tapping the Card on a point-of-sale terminal reader for transactions of up to £30.

Customer Services – The contact centre for dealing with queries about your Card. Contact details for Customer Services can be found in paragraph 20. Fees may apply.

Data Protection Legislation – The General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and any applicable transposition, replacement laws or regulations as may be in force and applicable, from time to time.

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 – Mastercard International Incorporated whose head office is at 2000 Purchase Street, Purchase, NY 10577-2509, United States.

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.

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.

Prepaid Account Number – This is your unique personal account number, and is found on the back of your Card.

Privacy Policy – Our Privacy Policy which can be found on My Virgin Money or which you can request at any time.

Regulator – Means Financial Conduct Authority in the UK and financial services regulators outside the UK where applicable.

Restricted Card – A Card with spending limits.

Transaction – A retail sale or 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, whose registered office is at 3 Sheldon Square, London W2 6HY.

Website – myvirginmoney.com website address allowing you to access your personal Card information.

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 us pursuant to licence from Mastercard International. The Card is an electronic money product. PrePay Technologies Limited is authorised and regulated by the Financial Conduct Authority (FRN 900010) to issue e-money. Mastercard is a registered trademark, and the circles design is a 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 Mastercard International Incorporated or its affiliates. If you experience any difficulties in using the Card you should contact Customer Services. The e-money associated with this Card will be in pounds sterling. The Card remains our property.

2.3 This Agreement is written and available only in English and we undertake to communicate with you in English regarding any aspect of your Card or Account.

2.4 If you wish to make use of an Authorised Account Information Services Provider to provide you with Account Information Services on your Account, you may do so provided that you have signed up to use My Virgin Money and your Account is active. We advise that before using an Authorised Account Information Service Provider, you ensure that the Authorised Account Information Service Provider is authorised by a Regulator to provide Account Information Services. You must provide your explicit consent or share your Account credentials with the Authorised Account Information Service Provider each time an access to your Account is required for them to provide you with Account Information Services.

2.5 If an Authorised Account Information Services Provider requests access to your Account to provide you with Account Information Services using your Account credentials, we will assume that you have given consent to do so. Please note we are obliged to provide access to your Account if it is requested by an Authorised Account Information Service Provider and can only refuse access in certain circumstances.

2.6 If we refuse to provide access to an Authorised Account Information Services Provider to your Account, we will inform you immediately after refusal.

2.7 If you do not wish to use Account Information Services provided by an Authorised Account Information Service Provider on your Account, you simply refuse to provide your consent or refuse to share your Account credentials with an Authorised Account Information Service Provider.

3. Buying, receiving and activating your card

3.1 The Card application fee is outlined at paragraph 11 of this Agreement.

3.2 You agree that we may communicate with you by email or via My Virgin Money for issuing any notices or information about your Account or Card and therefore it is important that you register for My Virgin Money, ensure you keep your email address updated via My Virgin Money and regularly check for notifications. Additionally, your Transaction history and statements are also 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 18 years of age and over, and there may only be up to five Cards issued per household at any one time, four of which being additional Cards linked to your Account. If you have a Restricted Card there may only be up to three Cards issued per household at any one time, two of which being additional Cards linked to your Account. 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 may issue you with a Restricted Card or decline your application.

3.6 On Restricted Cards the maximum balance that can be held at any one time is £1,000. There is a total spending limit of £3,000 per year of which no more than £1,000 can be cash machine withdrawals and a monthly spending limit of £1,000. There is also a single debit transaction limit of £600 and a daily cash machine withdrawal limit of £100.

3.7 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. Also, we will require you to provide your documents as proof of identity and address within 6 months of having a Restricted Card. If you are unable to provide your documents we will block your Card.

3.8 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 11. You should receive your Card within 15 days of your application.

3.9 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 will then be asked to quote your Card Number and the activation code which you will find on the letter that came with your Card. You will also be asked to provide us with some details to confirm your identity.

3.10 You may use your Card to make cash withdrawals. However, please see paragraph 3.6 above for information on Restricted Cards. You will need a PIN for 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.

3.11 You will 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.

3.12 When you select or change your PIN, you must not select a PIN that may be easily guessed, such as a number that:

3.12.1 is easily associated with you, such as your telephone number or birth date,

3.12.2 is part of data imprinted on the Card,

3.12.3 consists of the same digits or a sequence of running digits, or

3.12.4 is identical to a previously selected PIN.

4. Using your card and checking your balance

4.1 A non-Restricted Card can be used at any Merchant (fees apply, see paragraph 11), a Restricted Card can be used for making transactions in GBP currency and at any Merchant within the UK. 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. A Transaction can also be authorised by tapping your Card against a Contactless enabled reader. 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. We may refuse to execute a Transaction if the Transaction is unlawful or fraudulent. 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 Virgin Money Prepaid Cards can be used to make withdrawals at cash machines bearing the Mastercard Acceptance Mark (fees apply, see paragraph 11). Subject to clause 3.6, you can withdraw up to £250 a day but some cash machines may have lower limits. Please note that extra cash machine fees in addition to those shown in paragraph 11 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 4.4.1 to 4.4.4 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 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:

4.4.1 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.

4.4.2 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.

4.4.3 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 will not deduct payment until goods are dispatched so please be aware of this when checking your balance to make sure you have always got funds available to cover your purchases. We will decline any authorisation requests from Merchants using your Card for identification purposes.

4.4.4 In-flight purchases – Merchants may not be able to authorise your Transaction if they cannot obtain an online authorisation from us. Examples include on-board cruise or train charges and some in-flight purchases.

4.5 Your Card cannot be used at self-service petrol pumps. You can use your Card to pay by taking it to the cashier.

4.6 Your Card should not be used as a form of identification.

4.7 The Available Balance on your Account will not earn any interest.

4.8 We may ask you to surrender the Card at any time for a valid reason in accordance with the provisions in paragraph 15 of this Agreement. If we do so, we will give you back your e-money in accordance with paragraph 7 of this Agreement.

4.9 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.

4.10 We will make your monthly Account statements available to My Virgin Money free of charge and every month we will either email you or send an SMS to notify you that My Virgin Money has been updated.

5. Loading your card

5.1 You may top up non-Restricted Cards 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. Restricted Cards are subject to monthly top up limit of £1,000 and a maximum of £600 in any one day.

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 360 money top-up scheme. Locations can be found on the Website. You will 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 PostOffice® 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 11) however, PayPoint top-ups will usually be credited to your Available Balance immediately.

5.2.2 Using a 360 money e-voucher. These can be purchased from PayPoint outlets. The maximum 360 money e-voucher top-up at any one PayPoint outlet is £100 and the minimum is £10. When you activate your 360 money e-voucher it will be credited to your Available Balance and will usually be available to spend within one hour.

5.2.3 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. If we receive the funds on a business day, we will update your balance on the same business day. You can check your transfer time with your bank.

5.2.4 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 11.

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 11). 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 will 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 will be issued a new Card (fees apply, see paragraph 11).

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 (subject to paragraph 7.6) by the end of the business day following the business day on which the refund request is received.

6.4.3 If you do not reply to the email, we will close your Account on the expiry date. Any outstanding Available Balance on the Card at expiry will remain yours for a period of six years from the expiry date. Within these six years, you can request a refund anytime by emailing us at prepaidcards@virginmoney.com or calling 0333 900 5005* (subject to paragraph 7.6). We will not return any funds remaining on the Card longer than six years after expiry of the Card.

7. Redeeming e-money

7.1 If you would like to redeem any unused funds on your Card you will be charged a fee to cover redemption costs if you redeem all of your balance at the following times:

7.1.1 before the expiry date of your Card or replacement Card;

7.1.2 before you or we terminate this Agreement prior to the Card expiry date;

7.1.3 more than 12 months after:

- (i) your Card or replacement Card expires, or;
- (ii) this agreement is terminated, (as applicable).

You will be reminded of this fee before redemption.

7.2 You will be charged a redemption fee of £5, or the total Available Balance if lower than the redemption fee. All redemptions will be paid by cheque.

7.3 You may redeem funds subject to the provisions described in 7.1 as long as;

7.3.1 we believe you have not acted fraudulently; and

7.3.2 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.

7.4 You can obtain redemption of any unused funds by contacting Customer Services.

7.5 Any redemption shall be made together with a pro-rata refund of any application fee that you may have paid in advance with respect to the Card (if applicable).

7.6 If you have a Restricted Card, we are required by regulation to establish your identity before redeeming money from your Card.

7.7 If we find any additional withdrawals, fees or charges have been incurred on your Card following the processing of your redemption funds, we will 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. Cardholder liability and authorisations

8.1 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. For your protection we operate various controls relating to the prevention of fraud or unauthorised use of your Card. You should contact us if you believe a genuine Transaction that you have attempted has been prevented by any such control.

8.2 Where appropriate, any refusal to authorise a Transaction will be relayed to you via the Merchant concerned.

8.3 You must sign your Card as soon as you receive it and keep it safe. You must also keep safe any security information or credentials related to your Card or Account.

8.4 You should never:

8.4.1 allow a third party other than an additional Cardholder and/or an Authorised Account Information Service Provider to use or access your Account,

8.4.2 allow another person to use your Card,

8.4.3 reveal your PIN and never write down your password(s), PIN or any security information related to your Card and Account unless you do this in a way that would make it impossible for anyone else to recognise any of that information,

8.4.4 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

8.4.5 disclose or make available your Account credentials to a third party unless the third party is an Authorised Account Information Service Provider and you want to use Account Information Services provided by them, or

8.4.6 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.

8.5 You will be responsible for all Transactions which you or any additional Cardholder authorise, whatever the manner of such authorisation.

8.6 You agree to indemnify and hold us and our distributors, partners, agents, sponsors, and service providers and their group companies harmless from and against the costs of any legal action taken to enforce this Agreement and/or any breach of this Agreement or fraudulent use of your Card or PIN by or authorised by you.

*Calls to 03 numbers cost the same as calls to 01 or 02 numbers and they are included in inclusive minutes and discount schemes in the same way. Calls may be monitored and recorded.

9. Lost, stolen or damaged cards

9.1 You should treat the e-money on your Card like cash in a wallet. If you lose your Card or it is stolen you may lose any e-money on it in just the same way as if you lost your wallet unless you report your Card lost, stolen or if someone else has used it or attempted to use it without your consent to Customer Services.

9.2 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 so that we can block your Card. 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 £35 of any loss that takes place prior to you contacting Customer Services. You will be fully liable where you have failed to keep your Card safe.

9.3 We will refund immediately any amount that was not authorised by you, unless:

9.3.1 you have been negligent with your Card,

9.3.2 you have been negligent with the security features of your Card,

9.3.3 you have breached this Agreement, or

9.3.4 you have not provided us with the required or sufficient information to make a decision.

9.4 Provided that you have given notification in accordance with clause 9.2 and that clause 9.4 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 11).

9.5 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.

10. Transactions made in foreign currencies

10.1 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 11).

11. Fees

11.1 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. The core fees detailed below relate to the core bundle of services that we provide to you and that comprise the Programme. Please note, both tariffs are subject to fees and restrictions as follows:

Costs	Pay as you go tariff	Pay monthly tariff
Core Fees		
Buying your Card (one off fee)	£9.95	£9.95
Extra/replacement Card	£4.95	£4.95
Monthly fee	£0	£4.75
Card Transaction (UK)	2.95%	£0
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®	£0	£0
Top-up by debit card	£0	£0
Top-up by direct transfer	£0	£0
Top-up at PayPoint	2.75%	2.75%
Top-up by credit card	2.5% (min £2)	2.5% (min £2)
Redemption Fee	£5	£5
Non-core Fees		
PIN re-issue/change	£0	£0
Balance enquiry	£0	£0
Customer Services	Standard national rate number – fees may vary if you call from a mobile	Standard national rate number – fees may vary if you call from a mobile
Switching tariffs	£0	£0

11.2 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 is not enough money in your Account to pay the monthly fee, you will not 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.

11.3 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.

12. Unauthorised transactions and incorrect transactions

12.1 If you have a reason to believe that a Transaction for which your Card was used is unauthorised by you or additional Cardholder or has been posted to your Account in error, you may ask us to investigate 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.

12.2 We may require you to liaise with appropriate authorities with respect to the unauthorised Transaction.

12.3 We will by the end of the next business day refund the amount including any fees and restore your Account to the position it would have been in if the unauthorised Transaction had not taken place.

12.4 We are not obliged to refund the sums to you if we have reason to believe you have acted fraudulently. We may notify the police or any other authority permitted by law. If we don't provide a refund by the end of the next business day but subsequently confirm that the Transaction was unauthorised, we will refund the sums to you straight away.

12.5 We will have no further liability to you once we have refunded the unauthorised sums to you. If we subsequently discover that you were not entitled to a refund, we shall treat the refund as a mistake and be entitled to reapply the Transaction, including any fees, to your Account.

12.6 You will be liable for all Transactions made from your Account if you have deliberately or with gross negligence failed to keep your Account or Card security information safe in accordance with this Agreement, or where you have failed to notify us without undue delay on becoming aware that your Account, Card, or security information related to your Card and Account has been lost or stolen.

12.7 Where you have agreed that another person in the European Economic Area can take a payment from your Account (e.g. if you have given your Card details to a retailer for the purpose of making a payment) you can ask us to refund a payment if all the following conditions are satisfied:

12.7.1 the authorisation you gave did not specify the exact amount to be paid;

12.7.2 the amount that has been charged to your Account was more than you could reasonably have expected to pay based on the circumstances including previous spending patterns; and

12.7.3 you make the refund request within eight weeks of the date when the payment was charged to your Account.

12.8 We may ask you to provide information as is reasonably necessary to verify that conditions in 12.7.1 – 12.7.3 are satisfied.

12.9 If you ask us to make a refund under paragraph 12.7 then, within 10 business days of the date we receive your request (or if we ask for more information under paragraph 12.8, within 10 business days of the date we receive that information) we will either:

12.9.1 refund the payment in full; or

12.9.2 tell you the reasons why we do not agree to the refund.

12.10 You will not be entitled to a refund under paragraph 12.7 if:

12.10.1 you have given us your consent for the payment to be made; and

12.10.2 where applicable we (or the person or a Merchant you agreed to pay) have given you information on the payment in question at least four weeks before the due date of the payment; or

12.10.3 the payment in question was higher than you reasonably expected to pay is due to a change in any currency exchange rate.

12.11 If funds have been paid in to your Account by mistake, we are required to provide sufficient details about you and the incorrect payment to the bank or institution which sent the payment to enable them to recover the funds.

13. Variation

13.1 We may change this Agreement, including fees, limits and introduce new terms. If we make any changes, we will provide you with 2 months' prior notice by email (provided that you have supplied us with an up-to-date email address) and will ensure the most recent version is always available on the Website. You will be deemed to have accepted the changes by continuing to use your Card after the 2 months' notice period. You may terminate your Card any time within the 2 months' notice period if you do not agree with the changes to the Agreement and subject to paragraph 7 you can redeem your total Available Balance at that time.

14. Cancellation

14.1 You may cancel your Card before activating it, and up to 14 calendar days after the date of activation (the Cancellation Period), by writing to Customer Services at the address given in paragraph 20 of this Agreement. This does not apply to replacement Cards where the cancellation period for the original Card has expired. Upon cancellation, we will issue a refund to you of the Issuance Fee and any Available Balance on your Card by the end of the business day following the business day on which the refund request is received.

14.2 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 11).

15. Termination or suspension

15.1 We can terminate this Agreement at any time:

15.1.1 if we give you 2 months' prior notice (provided that you have supplied us with an up-to-date email address) and refund the Available Balance to you, or

15.1.2 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.

15.2 We can suspend, block or cancel your Card and/or your Account at any time with immediate effect (and until your default has been remedied or the Agreement terminated) if:

15.2.1 we discover any of the information that you provided to us when you applied for your Card was incorrect,

15.2.2 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;

15.2.3 we suspect or to prevent suspected unauthorised or fraudulent use of your Card, Account or any security credentials related to your Card or Account;

15.2.4 you have reached your Card limit;

15.2.5 we believe that this is necessary for security reasons; or

15.2.6 any legal obligations require us to do so.

15.3 In the event that we do suspend, block or cancel your Card and/or Account 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.

15.4 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 this Agreement, 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 will 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 together with any costs incurred in recovering such monies.

16. Our liability

16.1 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:

16.1.1 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,

16.1.2 we shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses,

16.1.3 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,

16.1.4 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,

16.1.5 in the unlikely event that sums are deducted from your Available Balance but you did not authorise such deduction in accordance with this Agreement then our liability shall be as set out in paragraph 12, and

16.1.6 in all other circumstances of our default, our liability will be limited to redemption of the Available Balance.

16.2 Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.

16.3 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

16.4 The above exclusions and limitations set out in this paragraph 16 shall apply to any liability of our affiliates such as 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.

16.5 In the event of suspected or actual fraud or security threat to your Card or Account, we will use SMS, telephone, post, email or another secure procedure to contact you. We may ask you to verify your identity for security purposes.

17. Your information

17.1 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. We are the Data Controller and only use your personal data for this purpose. Please see the Privacy Policy for full details on the personal data that we hold, how we will use it and how we will keep it safe. Clydesdale Bank PLC (trading as Virgin Money) is a separate Data Controller and you can view the Virgin Money privacy policy at www.virginmoney.com/privacy.

17.2 You must notify us immediately of any change to your information such as name, address, email address and telephone number by contacting Customer Services. 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 these terms and conditions.

17.3 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.

17.4 We and our affiliates are committed to maintaining your personal data in accordance with the Data Protection Legislation. For more information please review our Privacy Policy.

17.5 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.

17.6 If you allow or give consent to an Authorised Account Information Service Provider to access your Account to provide you with Account Information Services, you should know that we have no control over how an Authorised Account Information Service Provider will use your information nor will we be liable for any loss of information after an Authorised Account Information Service Provider have access to your information.

18. Complaints procedure

18.1 If you have any complaints about your Card you must notify us by contacting Customer Services.

18.2 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.

18.3 We will respond to your complaint via email.

18.4 If we fail to resolve your complaint to your satisfaction you may refer your complaint to the Financial Ombudsman Service (Exchange Tower, London E14 9SR, phone 0800 023 4567). Details of the service offered by the Financial Ombudsman Service are available at www.financial-ombudsman.org.uk

19. General

19.1 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.

19.2 If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

19.3 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.

19.4 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 Mastercard International Incorporated and its affiliates may enforce any provision of this Agreement which confers a benefit or a right upon them, and a person specified in paragraph 16.4 may enforce paragraph 16.

19.5 This Agreement contains the information set out in Schedule 4 of the Payment Service Regulations 2017 and you can obtain a copy of this Agreement at any time by visiting My Virgin Money or the Website.

19.6 This Agreement is governed by English law and you agree to the non-exclusive jurisdiction of the courts of England and Wales.

20. Contacting customer services

20.1 If you have got a question, you can contact Customer Services by phoning 0333 900 5005* between the hours of 8am and 7pm UK time, Monday to Friday, excluding public bank holidays or 9am to 5pm UK time on Saturday, or by writing to Customer Services at Virgin Money Prepaid Mastercard, PO BOX 3883, Swindon SN3 9EA, or by emailing prepaidcards@virginmoney.com. A lost and stolen Card service is also available 24 hours a day on the Customer Services phone number.

21. Compensation

21.1 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. We will, however, safeguard your funds so that if we become insolvent the e-money issued by us is protected.

*Calls to 03 numbers cost the same as calls to 01 or 02 numbers and they are included in inclusive minutes and discount schemes in the same way. Calls may be monitored and recorded.

This card is issued by PrePay Technologies Limited pursuant to a licence by Mastercard International. PrePay Technologies Limited is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (FRN: 900010) for the issuing of electronic money and payment instruments. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.