

# CHECK WE'RE IN AGREEMENT

**Virgin Money Slyce**

Your Virgin Money Credit Card Terms

**MONEY**



## CREDIT CARD AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

You can ask us for a copy of this agreement at any time.

### 1 Who provides the credit card?

We are Clydesdale Bank PLC (trading as Virgin Money)

**Our main office:** 177 Bothwell Street, Glasgow G2 7ER

**Website:** virginmoney.com

**Phone:** 0800 011 3210 (or +44 191 284 9005 from abroad).

For help managing your card, visit virginmoney.com/cardshelp. You can report lost or stolen cards in our app.

### 2 How does this credit card work?

2.1 This is a "running-account credit" product, like a credit card, but it gives you more control over your repayments so you know you are paying your purchases off in the time you want to.

2.2 You will be given a card, which you'll need to activate using our app. After you've activated your card, you will be able to make purchases from retailers that accept your card. You are not able to withdraw cash or make transactions that we treat as cash advances. Also, we do not offer the ability to transfer your balance from a different credit card. We may offer these features in the future, but we would tell you before we did. There are more details on using your card in section 7 below. When you use the card, the amount you have spent is taken from your account when we apply the transaction to your account.

2.3 With this card, you repay the amount you spend each month over a set number of months. We call these repayments "instalments". You can choose to pay in 1 instalment or in 3, 6, 9 or 12 instalments by moving the balance you owe into an "instalment plan". For some instalment options, you will pay an interest fee.

2.4 We add together any interest fees you have to pay that month, the instalment payments due in that month and any balances less than £30, to calculate the monthly Minimum Payment. It assumes you pay each instalment plan over 12 payments. If you wish, you can pay back more each month (for example, by paying back an instalment plan sooner, over 1, 3, 6 or 9 instalments). This is voluntary and any additional payments you make would be treated as overpayments.

2.5 When you make a payment, your available credit will be adjusted and you will be able to continue to spend up to your credit limit less any outstanding borrowing.

### 3 What fees and charges apply?

Please refer to the letter which accompanies your credit card for this information.

### 4 What Is the Annual Percentage Rate (APR) and how much could this cost?

Please refer to the letter which accompanies your credit card for this information.

### 5 How does Virgin Money decide my credit limit and can this change?

5.1 We will assess your application and give you a credit limit based on your circumstances.

5.2 You can ask us to increase your credit limit at any time. We will review your request and look again at your circumstances, before making our decision.

5.3 Unless you ask us not to, we will review your account periodically and, after assessing your circumstances, we may offer to increase your credit limit. If we do this, we will give you at least 30 days' notice and we will tell you how to accept or decline the increase.

5.4 You can ask us to reduce your credit limit at any time.

5.5 We may decrease your credit limit without you asking. We may give you advance notice of this, although there could be circumstances where we will reduce your credit limit and then write to let you know when your limit decreased and the new amount.

### 6 When will I receive the card?

6.1 We will provide you with a card and a Personal Identification Number (PIN) once we have opened your account. You will be able to view your pin in the Virgin Money Credit Card app.

6.2 We don't allow additional cardholders to use your account.

### 7 How can I use the card and are there any restrictions?

7.1 You may use the card or card details for transactions, up to your credit limit.

7.2 You can authorise a transaction by:

- using your card with a PIN or signature, or at a contactless terminal.
- using your card details online or over the phone or digital wallet.
- giving instructions to a retailer to take payment from your account on a recurring basis.

You can also authorise a transaction by asking us to send a credit balance back to you.

7.3 You cannot stop a Card Purchase after we have received authorisation from you or you have given permission to a third party provider to give authorisation on your behalf. If you want to cancel payments you have agreed to make for recurring transactions you must tell us by 5pm on the business day before the next transaction is due.

7.4 We may set limits for the value of payments you can make using contactless technology. You can ask us for information on these limits at any time.

7.5 You cannot use your card to make balance transfers or money transfers or for transactions that we treat as cash advances. This means you can't withdraw cash, add money to pre-paid cards, carry out investment activity, or pay off borrowing using your card.

7.6 We do not guarantee you will always be able to use your card or card details. We will not be liable for any loss you may suffer as a result.

- 7.7 All cards belong to us. We can replace cards at any time and you must return a card to us if we ask for it. We may ask for the card to be retained at the point of sale or at a cash machine, if we believe there may be an issue with it being used.
- 7.8 We may change the card for a different type of card, one with a different number, or a card that is part of a different card scheme.
- 7.9 You must not use your card or card details:
- for business purposes.
  - for an illegal purpose.
  - for a gambling transaction (unless you are buying a National Lottery ticket or other society lottery tickets and/or you are making the transaction in person at a retail store) or to trade in cryptocurrencies.
  - after the expiry date shown on the card.
  - after we have told you not to make new transactions.

## 8 How do I set up instalments and control what I pay?

- 8.1 Each month, on the date we prepare your statement (which we call your statement date), we will add up all the amounts you have spent since the last statement date (less any refunds or payments made to your account). We call each of these monthly amounts an instalment balance.
- If this balance adds up to less than £30, you will need to pay that amount in full by the next payment date shown on your statement and you will not be able to select a different instalment option.
  - If this balance adds up to £30 or more, we will assume that you want to pay that back in 12 roughly equal instalments. There is a fee for this (as shown in section 3). You will need to pay the first instalment by the next payment date shown on your statement.
- 8.2 You will have 7 days from the statement date to go into the app and choose to move your instalment balance into a different instalment plan option (i.e. you can choose to pay in 1, 3, 6, 9 or 12 instalments). We call the 7 day period the payment option window. After you select an option for that month's instalment balance, you will not be able to change it until the payment option window in the following month. You will then only be able to change to a pay in 12 instalment plan.
- 8.3 When we or you set up an instalment plan, we will calculate your monthly instalment payment by dividing your instalment balance by the number of instalments for that plan. If a fee is payable, we then add the monthly fee due to work out the amount you will need to pay in a month to keep each instalment plan in place on your account. We call these the "instalment amounts".
- 8.4 If an instalment balance or fee does not divide exactly, we will round down the amount(s) to the nearest penny.
- 8.5 During the payment option window, you will also be able to change your outstanding instalment plans to make them all pay in 12 instalment plans. If you do this, we will:

- assume you want to repay all outstanding balances in 12 instalments. You will be able to set up shorter instalment plans for any balances you create in the future.
- recalculate your instalments as though you had initially decided to pay them back over 12 instalments. This means the 12 instalments will run from when your original instalment plan was put in place.
- calculate the fee due over 12 instalments in accordance with the rates set out in section 3. This will change the overall fee due on the instalment balance but not the amount of the monthly fee.
- compare how much you have already paid to what you would have paid had that balance always been on a pay in 12 instalment plan. We will use what you have already paid to account for the payments that would already have been due on the pay in 12 instalment plan. We will then use the surplus to pay only the instalment payment (not the fees) for the instalments not yet due, starting with the last instalment and working back.
- waive the fee relating to those months which were interest free under your original instalment plan if your balance is moving from a fee free instalment plan.

If you move an instalment balance to a pay in 12 instalment plan or you select this at the outset, you will not be able to move that balance to a shorter instalment plan at a later date.

- 8.6 During the payment option window, you can also choose to make a one-off payment into your account on your payment date that month. If you do this, we will allocate your payment in line with section 13. Although you can make a one-off payment into your account at any time, choosing this option would mean the one-off payment is included in your Requested Payment that month (see sections 9.3 and 9.4).
- 8.7 We don't add any instalment fees to future instalment amounts before they are paid off. This means that if you pay off a future instalment amount early, you won't be charged the monthly fee for that instalment amount. If you only pay off part of a future instalment amount early, you will pay a reduced monthly fee for that month.
- The fee will reflect the lower amount you need to pay to clear the remaining balance. So, for example, if you only need to pay 50% of the projected balance for that month, we'll only ask you to pay 50% of the normal monthly fee. The updated instalment amount due will be included in your Requested Payment the month after you make early repayments.
- 8.8 Apart from as set out in section 8.7, monthly fees will not be changed if you repay a balance more quickly than the instalment plan you have in place. This means, for example if you choose to pay in 9 instalments but actually pay back over 3 months, you will not benefit from the "no fee" charge applied to 3 month instalment plans chosen during the payment option window.

## 9 What do I have to pay each month and how will I know?

- 9.1 The Minimum Payment you need to pay each month will be the total of:
- if your total spend in any month is less than £30, that amount; and
  - the total amount of your instalments (including the applicable monthly fee) calculated on the assumption that you repay all instalment balances over 12 instalments.
- 9.2 Each month we will let you know that there is a free statement which you can view and download in the app. This will show the Minimum Payment you must pay by the payment date shown on your statement.
- 9.3 If your monthly spend is £30 or more, you can choose an instalment plan option which is less than 12 instalments (as explained in section 8). If you do this, to stay on your chosen instalment plan, you will need to pay more than your Minimum Payment. We call this your Requested Payment.

You will need to pay the total of:

- if your total spend in any month is less than £30, that amount; and
- the instalment amounts we have told you apply to your chosen instalment plans each month. As your instalment plans will repay your balance in less than 12 instalments, your instalment amounts will be more than those used to calculate your Minimum Payment.

Your Requested Payment will also include any one-off payments you tell us you want to make during the payment option window (see section 8.6).

You must pay your Requested Payment by the payment date shown on your statement each month to keep on track with your chosen instalment plan length options. Any payments that you make towards paying off your balance each month which exceed your Minimum Payment will be considered overpayments. This includes the amount by which your Requested Payment exceeds the Minimum Payment. Details of both your Minimum Payment and Requested Payment will be shown on your statement.

- 9.4 If you make certain instalment choices during a payment option window, your Requested Payment may change from the amount shown on your statement. This will happen if, for example, the length of an instalment plan changes or you choose to make a one-off payment into your account (see section 8.6).

Although any choices you make will be recorded immediately, your adjusted Requested Payment will only be updated in the app around 2 days after the payment option window closes. We will confirm your adjusted Requested Payment by email.

If you choose to pay a balance: (i) in less than 12 instalments; or (ii) you move a balance from an instalment plan which is less than 12 months to a 12 month instalment plan, you should wait a couple of days after the payment option window closes to make your Requested Payment. This is just so we can update your account with the choices you've made.

If you pay before that is done, your payment won't be allocated in line with your choices. Your payment would be allocated in line with: (i) a pay in 12 instalment plan for new balances, or (ii) the pre-existing instalment plan for older balances.

- 9.5 Although you can always choose to pay more than the Requested Payment, you must not make payments that put your account in credit. We may return any credit balance to you without you asking us to do so.
- 9.6 You can also settle any outstanding amounts on your account early if you wish.
- 9.7 You must immediately pay any amount borrowed in excess of your credit limit or which is overdue. This will be in addition to the Minimum Payment.
- 9.8 You are responsible for checking your statement each month. You must tell us straight away if:
- you do not receive a statement when you expect one.
  - you are not able to access your statement.
  - you think something on your statement is wrong.

## 10 How and when will I need to make payments?

- 10.1 Each month you must pay at least the Minimum Payment, in pound sterling. Your Minimum Payment is included in the Requested Payment amount shown on your statement. However, your Minimum Payment will also be shown as a separate amount on your statement too. Section 11 explains what happens if you don't pay the Minimum Payment.
- 10.2 If you have selected to repay a balance in less than 12 instalments your Requested Payment will be higher than the Minimum Payment. Although overpayments are voluntary, there are consequences for failing to pay the Requested Payment. See section 12 for details.
- 10.3 The Minimum Payment must reach your account after your statement date and by the payment date shown on your statement. If you receive a refund to your account after your statement date, you must still pay the Minimum Payment. If you pay before your statement date, your payment will be added to your account, but it will not count towards the Minimum Payment.
- 10.4 You can find full details of how to pay, and how long to allow for payments to reach your account, on your statement. If we reasonably believe as a responsible lender we need to, we can set rules about how you can make payments to us so we can check where they are coming from. It can take up to seven business days for the money to reach us, depending on the payment method you have chosen.
- 10.5 Any payment applied to your account will be reversed if it does not clear.

## 11 What happens if I do not pay the Minimum Payment?

- 11.1 You need to pay us the Minimum Payment after your statement date and no later than the payment date shown on your statement. If you don't, the amount of the shortfall in your payment will be taken

out of your instalment plans and will be placed into a separate overdue balance. The amounts we take out of your instalment plans will be those that should have been paid off by your Minimum Payment. We will let credit reference agencies know you have not paid, and this could make it more difficult for you to get credit.

- 11.2 If you have an overdue balance on your account because you have fallen behind with your Minimum Payments, you won't be able to select instalment plan options which are less than a pay in 12 plan under section 8.2. We will not, however, charge you any more fees (interest) as a result of you not making your Minimum Payment.
- 11.3 If you continue to miss payments, we may apply for a court order (an inhibition order if you are based in Scotland) to enforce payment of the total balance on your account, for example, from your income or the sale of things you own. Alternatively, we may sell the debt and the buyer may follow a similar process to recover the amount you owe.
- 11.4 If we think you can afford it, we may pay your credit card debt using money from any accounts you hold with us including joint accounts (e.g. savings or current accounts).

## 12 What happens if I do not pay my overpayments?

We treat the difference between your Minimum Payment and your Requested Payment as an overpayment. In order to keep up with any overpayments you've chosen to make for your instalment plans, you need to pay the Requested Payment after the statement date and no later than the payment date shown on your statement. If you don't make your Requested Payment by its payment date, so long as you do pay it by the date we prepare your next statement your instalment plans will not be affected.

However, if you don't make your Requested Payment in full by the date we prepare your next statement, we'll assume you can no longer pay back any overpayments you'd previously selected to make. We will switch any instalment plans you had chosen to pay in less than 12 months so that they are paid back on the basis of your Minimum Payment instead. When we switch your instalment plans, we'll do it in line with the process set out in section 8.5. You won't be able to change the length of these plans again.

## 13 How does Virgin Money allocate payments?

- 13.1 We will allocate payments made into your account in the following way:
- Firstly, to any overdue balance with the oldest overdue amount being paid first.
  - Secondly, to pay the Minimum Payment due in that month.
  - Thirdly, to pay the remaining balance of the Requested Payment due in that month.
  - Then to pay any other outstanding balance on any instalment plans, with pay in 12 instalment plan balances being paid first, then pay in 9, then to pay in 6, then to pay in 3, and lastly to pay in 1 instalment plan balances.
  - Lastly, to any balance which has not yet been allocated to an instalment plan.

- 13.2 Where you have more than one instalment plan which are for the same duration, we allocate your payments first to the one which ends the soonest.

## 14 Apart from my monthly statement, what other ways will you get in touch with me?

- 14.1 We may get in touch about your account using any contact details we hold for you.
- 14.2 We may give you updated information about your account, or tell you about changes to this agreement by any means, including:
- messages on your monthly statement or in the app.
  - post, phone, text or (if you have them enabled on your device) push notifications.
  - email which may include a link to our website [virginmoney.com](http://virginmoney.com), or a PDF (including PDF attachments).
- 14.3 Unless the law prevents us from doing so, we will contact you by phone, letter, email or text if we need to tell you about suspected or actual fraud or a security threat to your account.
- 14.4 If your contact details change, you must let us know as soon as you are able and without delay.
- 14.5 We will only communicate with you in English.

## 15 What happens with transactions in a foreign currency?

- 15.1 Your account balance will always be in pounds sterling.
- 15.2 If you carry out a transaction (which includes refunds) using your card in a currency other than pounds sterling, it will usually be converted into pounds sterling at an exchange rate on the day the transaction takes place. You can ask us for the exchange rate that applies at the time or you can visit [www.mastercard.com](http://www.mastercard.com). The exchange rate used to convert the transaction will be shown on your monthly statement. You can find out how the exchange rate compares with the European Central Bank's exchange rate at [virginmoney.com/currency-converter](http://virginmoney.com/currency-converter).

## 16 How can I safeguard my security details and what if a card is lost or stolen?

- 16.1 You must:
- sign any card as soon as you receive it.
  - take all reasonable steps to keep your card, card details, PIN and passwords safe, including destroying anything we send you with your PIN on it.
- 16.2 You must never:
- share, write down or store (including by taking photographs and screenshots) your PIN, passwords, one-time passcodes or any security information in a way that is obvious to others or keep them with your card.
  - allow anyone to use your card or card details.
  - give anyone your card details, except for when you make a transaction or contact us.
  - install the app on a device that does not belong to you or allow anyone else to access it.

- 16.3 You must tell us straightaway by calling us on 0800 011 3210 (or +44 191 284 9005 from abroad) if a card is lost or stolen or you think it may be misused or if someone knows your PIN. You must give us all the information you have about the loss, theft or misuse. We may also give information to the police. You also need to tell us if someone knows your card details, passwords or security information, or if someone else has access to your app.
- 16.4 You will not be liable for a fraudulent transaction carried out by someone using your card, card details, passwords or security information without your permission.
- 16.5 If your card, card details, passwords or security information are misused by someone who has them with your permission, you will have to pay for all transactions.
- 16.6 Once you have told us of the loss or possible misuse, we will cancel your card and you will have no further liability for any transactions made after this point. If you have your card, please destroy it by cutting through the magnetic strip and chip.

## **17 Can I get a refund or make a claim?**

- 17.1 We will give you a refund for a transaction if:
- we receive refund details from the supplier of the goods or services.
  - you did not authorise the transaction. We will always refund any fees or interest charges charged in these transactions.
  - we are able to claim a refund for you through the card scheme.
- 17.2 If we do not carry out a payment correctly, we will provide a refund as soon as possible after we become aware of the problem, as long as you tell us within 13 months. The amount we refund will correct our error and will also refund any charges you incurred as a result of the error. This obligation does not apply where we can show that the payment was received by the other bank (in which case they will be responsible). If you ask us to, we will try to trace the payment immediately and tell you the outcome. We will not charge you for this.
- 17.3 If you set up a Direct Debit to pay your account balance and we do not request the payment from the other bank correctly, we will send the request again immediately as soon as we become aware of the problem. We will apply the payment to your account as soon as we receive it. We will also refund any charges incurred as a result of this transaction. This obligation does not apply where we can show that the request was received by the other bank (in which case they will be responsible). If you ask us to, we will try to trace the payment immediately and tell you the outcome. We will not charge you for this. This will not affect any rights you have under the Direct Debit Guarantee scheme.
- 17.4 You may have a claim against the supplier and us, if you use your card to buy goods or services which are not fully supplied or are unsatisfactory. This applies where the cost of an individual item is more than £100, but not more than £30,000.

- 17.5 We will refund a payment taken in the UK or the European Economic Area if you did not know the exact amount of the payment when you authorised it and it was more than you could reasonably have expected. You must ask for the refund within eight weeks of the payment and provide us with all the information we need to consider your request. We will not provide a refund if you told us to make that payment and, if applicable, you were given information about the payment four weeks or more before the payment was due.
- 17.6 If you want to claim a refund, please contact us as soon as possible. You should always contact us for a refund even if you gave the instructions for the payment through a permitted third party provider.
- 17.7 If someone sends a payment to your account by mistake, we will check with you whether you agree that we can return it. If you do not and we are asked for your information, we will give your name, address and other details to the other person (if they bank with us) or their bank (if they do not bank with us) so that they can claim their money back from you directly.

## **18 Can Virgin Money restrict the use of a card or card details or access to my account?**

- 18.1 In some circumstances, we may prevent or limit the use of your card or card details, decline a transaction (whether authorised by you, or a permitted third party provider), or refuse to issue a replacement card, including where:
- a card is lost or stolen, or we suspect unauthorised or illegal use.
  - we reasonably consider there is a risk you will not be able to repay us (even when you are paying your Minimum Payment).
  - the transaction differs from your normal spending pattern, exceeds your credit limit or we have other security concerns (like we have a good reason to think there is something suspicious about the supplier).
- 18.2 If the reasons for preventing or limiting the use of your card no longer exist, we will allow the use of your card or replace your card as soon as possible.
- 18.3 If we suspect fraud, we will make further checks. If we are satisfied there is no fraud, we will then process the transaction or let it go ahead if you try again. If we refuse to carry out a transaction, we may ask the supplier to tell you this or we may contact you directly by letter, email, phone or text. If we do not, you can ask us for details and, if possible, we will explain why and whether you can do anything to solve the problem.
- 18.4 We may prevent a permitted third party provider from accessing your account if we think their request may be unauthorised or fraudulent. Unless the law prevents us from doing so or we believe it would compromise our security measures, we will let you know what has happened as soon as possible by phone, letter, email or text.

## 19 Can this agreement be changed?

- 19.1 We may change or introduce new fees and charges, or change any interest rate, because of changes:
- that are favourable to you.
  - in the cost of providing your account have gone up, including due to changes to the Bank of England base rate (or any rate that replaces it).
  - to law, regulation, banking practice or code of practice that applies to us, or following a decision by a court, regulator or ombudsman.
  - in your circumstances, if we have a good reason to think that this means that there is a greater risk that you will not be able to repay us (for example, if you fail to make your Minimum Payment by the payment due date or on the basis of information we get from credit reference agencies).
- 19.2 As well as for the reasons given above, we may also change this agreement to:
- reflect changes to how we manage your account because of a change to the systems or technology we use or to card scheme.
  - stop, change or replace a service or introduce a new feature.
  - make the agreement clearer to you and to correct small errors.
- 19.3 This is a new type of credit card product. This means there may be other changes we may want to make in the future to how it works or what we charge you, as we learn more about how our customers use the product.
- 19.4 If we change our charges, any new charges will not change the amount we charge you for existing instalments already set up on your account before the date the change to the charges applied.
- 19.5 We will give you 30 days' notice when making a change to your disadvantage.
- 19.6 If we make a change that will benefit you, we may make it immediately and tell you about it within 30 days.
- 19.7 Whenever we make a change, we will make sure it is fair. If we tell you about a change and you are not happy, you are free to close your account. If we do not hear from you, we will assume you are happy for us to make the change.
- ## 20 When does this agreement end?
- 20.1 If you change your mind about taking out this card, you have the right to withdraw from this agreement by calling 0800 011 3210 or writing to Virgin Money Credit Cards, PO Box 10234, Wigston LE18 9FA within 14 days from the day after you receive your card. You do not need to give us a reason for withdrawing. You must repay any balance within 30 days of when you tell us you want to withdraw. You will not have to pay any other interest, fees or charges.

- 20.2 The agreement has no fixed term and you can ask us to end it at any time, by calling or writing to us. You do not need to give us a reason for this.
- 20.3 We may end the agreement immediately:
- if you have been abusive or threatening to our staff.
  - if you give us false or incomplete information in connection with the account.
  - if you do not keep to the agreement.
  - if we reasonably believe, as a responsible lender, it is necessary to end it.
  - if a Bankruptcy Order is made against you, or you apply for a Debt Relief Order or make a voluntary arrangement with your creditors.
  - in the event of your death.
- Otherwise we will give you at least 90 days' notice.
- 20.4 When the agreement ends under section 20.2 or 20.3, all outstanding amounts (and any new amounts which become due) must be repaid until the date the payment is made. We will only close your account once we receive this payment.

## 21 How does Virgin Money deal with complaints?

- 21.1 If you have a complaint, please contact us as soon as possible so that we can investigate it. You can call us on 0800 011 3210 or write to The Customer Relations Team, Virgin Money Credit Cards, PO Box 10234, Wigston LE18 9FA or email us at: [customerrelations@virginmoney.com](mailto:customerrelations@virginmoney.com). You can ask us for a copy of our Internal Complaints Procedures leaflet at any time.
- 21.2 If we cannot resolve the complaint to your satisfaction, you have the right to refer to the Financial Ombudsman Service (FOS), which provides independent assessment of complaints.
- Address:** Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. **Tel:** 0800 023 4567. **Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## 22 Can this agreement be transferred?

- 22.1 We may transfer any, or all, of our rights and obligations under this agreement to any other person or business. If the arrangements for servicing your account will not change as a result, we may do this without notice. If they do change we will tell you. We may also arrange for any other person or business to carry out our obligations under the agreement. Your rights will not be affected.
- 22.2 You may not transfer any of your rights or obligations under the agreement.

## 23 What if Virgin Money does not enforce the agreement?

If you do not keep to the agreement and we decide not to take action, this does not prevent us from taking action if you repeat this in the future.



## 24 What is the governing law?

English law applies to this agreement, and any matters will be dealt with by the courts of England and Wales. If your address is in Scotland, Scots law applies to this agreement and any matters will be dealt with by the Scottish courts. If your address is in Northern Ireland, Northern Ireland law applies to this agreement and any matters will be dealt with by the Northern Irish courts.

## 25 Who regulates Virgin Money?

The Financial Conduct Authority, 12 Endeavour Square, London E20 1JN is the supervisory authority of consumer credit under the Consumer Credit Act 1974.

### How we use your personal information

Here's a summary of how your information may be used and shared by Clydesdale Bank PLC (trading as Virgin Money). For further details, including how your information may also be used by fraud prevention agencies and credit reference agencies together with your data protection rights, please see our website at [virginmoney.com/privacy](https://virginmoney.com/privacy)

### Using your information

The personal information you give us, or that we collect or create, will be used in a number of ways throughout the time you're a Virgin Money customer. We'll use it to:

- Check your identity and your eligibility for this account.
- Manage your account and your relationship with us.
- Prevent financial crime and the funding of terrorism.
- Assess risk and carry out credit scoring.
- Help recover any money that might be owed to us.
- Improve our services and computer systems.
- Identify other products and services that you may find useful. (But we'll only contact you if you're happy to hear from us.)
- Manage and organise our business.

The information we ask for when you apply for this account is used to:

- Check your identity and your eligibility for this account.
- Manage your account and relationship with us.
- Prevent financial crime and the funding of terrorism.
- Assess risk and carry out credit scoring.

You don't have to give us any of this information but if you don't provide all of it, we won't be able to deal with your application.

## Sharing your information

We'll regularly share your information with credit reference agencies. We do this to check your identity, creditworthiness and eligibility for this account.

We'll also share your information with fraud prevention agencies who will use it to prevent and detect fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. We and fraud prevention agencies may also allow law enforcement agencies to access and use your information to detect, investigate and prevent crime.

Both credit reference and fraud prevention agencies may link your information to the information of a joint applicant, spouse or other financial associates.

Where we need to, we'll share information with UK or overseas tax authorities. We may also share information within our group of companies or with our commercial partners. Some information will be held and used outside the European Economic Area (EEA).

For details of the credit reference and fraud prevention agencies we use and the companies within our group, please see our website at [virginmoney.com/privacy](https://virginmoney.com/privacy)


## Holding your information and your rights

We'll hold your information for as long as necessary to manage your relationship with us and to meet our legal and regulatory obligations.

You can always ask for a copy of any information we hold about you. And if you spot any errors, we'll correct them. You may also be able to ask us for some or all of your information to be deleted, or to limit the way we use it. Full details of all of your rights can be found on our website at [virginmoney.com/privacy](https://virginmoney.com/privacy)

If you're unhappy with the way we're using your information, please talk to us so we can try to sort it out. If this doesn't fix it, you can write to our Data Protection Officer at Virgin Money, Jubilee House, Gosforth, Newcastle upon Tyne NE3 4PL or contact the Information Commissioners Office (ICO). The ICO is the UK's independent body set up to make sure organisations handle your information correctly. You'll find further details, including how to contact the ICO at [ico.org.uk](https://ico.org.uk)





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