

virgin atlantic 

Our agreement
with you

Credit Card Agreement regulated by the Consumer Credit Act 1974

Our agreement with you is made up of the terms set out in the letter which accompanies your credit card and the terms below. You can ask us for a copy of this credit card 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 085 3210 (or +44 191 284 9064 from abroad).

We are here 24 hours a day, 7 days a week for telephone banking and reporting lost or stolen cards. You can find the opening hours and phone numbers for other teams on our website. Calls are charged at your service provider's prevailing rate and may be monitored and recorded.

2. What interest rates, fees and charges apply?

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

3. 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.

4. How does Virgin Money decide my credit limit and can this change?

- 4.1 We will assess your application and give you a credit limit based on your circumstances.
- 4.2 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.
- 4.3 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.
- 4.4 You can ask us to reduce your credit limit at any time.
- 4.5 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.

5. When will I receive the card and can I get additional cards?

- 5.1 We will provide you with a card and a Personal Identification Number (PIN) once we have opened your account. We may tell you to view your PIN in the Virgin Money Credit Card app.
- 5.2 You may ask us to give additional cards and PINs to other people who are eligible for a card. These cards and PINs are part of your account and you must make sure additional cardholders keep to this agreement. You must pay for any transactions they make on the card, even if they breach this agreement. We may give information about your account to any additional cardholder.

5.3 We may not allow additional cardholders to do certain things in relation to the account.

6. How can I use the card and are there any restrictions?

6.1 You, and any additional cardholders, may use the card or card details for transactions, up to your credit limit.

6.2 You or your additional cardholders 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.
- Asking us to make a Balance Transfer or Money Transfer.
- Giving instructions to a retailer to take a 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.
- Giving us instructions through a permitted third party provider. In this agreement, a permitted third party provider is an account information or payment initiation service provider. Our website tells you about these third party providers.

6.3 You can ask for a transfer through the app or over the phone. To make a transfer, you will need to tell us the sort code and account number or (for a Balance Transfer) the full credit card number of the account you are transferring to. If these details are wrong, the transfer may be delayed, paid to the wrong account or returned to you, even if you provided the correct account name. If you provide the wrong details we will not be liable but we will try to recover the payment. If you ask us to, we will give you all of the information we are allowed to by law to help you locate the payment.

6.4 Once your account is open, we will treat a transfer request we receive after 4pm, or not on a business day, as received on the next business day.

6.5 A transfer will arrive with the recipient's bank no later than end of the next business day after we process your request.

6.6 You cannot transfer a balance to this account from another card we issue, another card issued by a non-UK financial organisation or from certain store cards. You should not use your card to repay other borrowing from us.

6.7 You cannot stop a Card Purchase, transfer or Cash Advance after we have received authorisation from you or you have given permission to a permitted 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.

6.8 We may set limits for the amount you can transfer, how much cash you can withdraw on your card, or the value of payments you make using contactless technology. You can ask us for information on these limits at any time.

6.9 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, or an additional cardholder, may suffer as a result.

- 6.10 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.
- 6.11 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.
- 6.12 You, and any additional cardholder, must not use your card or card details:
- 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.

7. How does Virgin Money charge interest?

- 7.1 We charge interest on all transactions and related fees (other than instalment plan fees), and on any unpaid interest, at the relevant rate for that type of transaction. The different transaction types are shown in our Tariff. We charge interest on other charges and amounts added to your account (including any annual card fee), at the standard rate for Card Purchases.
- 7.2 We will not charge interest on Card Purchases and related fees, as long as you pay the balance shown on your statement (excluding any instalment plans and transfers on a promotional rate) by the payment date. Otherwise, we will charge interest each day on all transactions and related fees, on unpaid interest and on any other amounts (including any annual card fee), from the date they are added to your account until you pay them off in full.
- 7.3 We add interest to your account on the statement date each month and that interest forms part of your outstanding balance. New interest builds up on that interest – this is known as compound interest.
- 7.4 If we apply a default charge, we will send you a notice confirming this. Interest will then be charged on it at the Annual Interest Rate for Card Purchases from the 29th day after you have been provided with the notice, until the default charge is paid in full.
- 7.5 If we do not receive the Minimum Payment when it is due, we will withdraw the promotional rate with effect from the start of that statement period. When a promotional rate ends or is withdrawn, we charge the current standard interest rate that applies to that transaction.
- 7.6 We may give you promotional rates. We will take into account your circumstances before we do this. If we give you a promotional rate, we will tell you what it is and any fees, how long it lasts for and any other information relevant at the time.
- 7.7 If you take the promotional rate, this will be shown on your statement.

8. How and when will Virgin Money send me statements and other communications?

- 8.1 Each month there is a payment into or out of your account or there is a payment due on your account, we will let you know that there is a free statement which you can view and download in the app. If you have also requested a free paper statement we will post it to you.
- 8.2 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.
- 8.3 We may get in touch about your account using any contact details we hold for you.
- 8.4 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, or a PDF (including PDF attachments).
- 8.5 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.
- 8.6 If you, or your additional cardholder's, contact details change, you must let us know as soon as you are able and without delay.
- 8.7 We will only communicate with you in English.

9. How and when will I need to make payments?

- 9.1 Each month you must pay at least the Minimum Payment in pounds sterling, shown on your statement.

If you do not have any instalment plans, your Minimum Payment will be the greater of:

- £25, or the whole balance shown if it is less, or
- the interest, any default charges, annual card fee and 1% of the remaining balance.

If you have one or more instalment plans as well as noninstalment plan balances, your Minimum Payment will be:

- the interest, any default charges, annual card fee and 1% of the remaining non-instalment plan balance (rounded up to £25 or the whole balance shown if it is less), plus
- 1% of what is left to repay on the instalment plan(s) and 1% of the monthly instalment plan fees.

If your balance is made up only of one or more instalment plans, your Minimum Payment will be:

- any default charges and annual card fee, plus
- 1% of what is left to repay on the instalment plan(s) and 1% of the monthly instalment plan fees.

In all cases, if we change your Minimum Payment under section 9.2, your Minimum Payment will always be that amount if that is higher.

9.2 Your account is in persistent debt if you have paid more towards interest, fees and charges than the amount you have borrowed from us over the past 18 months. If that happens, we can change your Minimum Payment calculation. We can change it in one or both of these ways:

- Permanently to make sure that your account does not fall into persistent debt again.
- For a limited time to help you repay the money you owe within a reasonable period.

We will tell you at least 30 days before the change.

9.3 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 remaining balance or the Minimum Payment. If you pay before your statement date, your balance will be reduced but the payment will not count towards the Minimum Payment.

9.4 You must immediately pay any amount borrowed in excess of your credit limit or which is overdue.

9.5 Interest will be applied for the period between the statement date and the payment date and added to the next month's balance (on which interest is then charged), unless you pay your full balance each month and your balance was made up only of Card Purchases and/or Instalment Plans.

9.6 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 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.

9.7 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.

10. How do instalment plans work?

10.1 We may give you an option to carry out a Balance Transfer, Money Transfer or to pay back a Card Purchase through an instalment plan. If we do, we will tell you which transactions you can include and anything else you need to know - like how long you have to decide and the fees.

10.2 Each month, to keep your instalment plan on track, you must pay your Requested Payment. This is made up of your Minimum Payment plus the amount you need to pay to keep your instalment plan on track. You will see the details on your statement.

10.3 When you take out an instalment plan, we will confirm your monthly instalment plan payment - this will be the same each month and will be included in your Requested Payment. We work this out by adding the total instalment plan fee to the plan amount and dividing that by the months in your plan. The instalment plan fees charged each month might vary by a few pennies but will never add up to more than the total instalment plan fee.

10.4 Your monthly instalment plan payment is voluntary but, if you do not pay all of it on time and in full, the amount you did not pay will no longer be part of your instalment plan. You will be charged interest on the amount you did not pay at the standard rate for the type of transaction that the instalment plan was set up to pay back. We will never charge interest on any instalment plan fees.

10.5 You can choose to cancel your instalment plan at any time. Just tell us.

10.6 We may cancel your instalment plan if any of these things happen:

- You do not pay the Requested Payment three times during the instalment plan.
- If we reasonably believe, as a responsible lender, it is necessary to.
- Your credit agreement ends.

10.7 When an instalment plan is cancelled either by you or us:

- You will not have to pay anything more towards the total instalment plan fees from your next statement but you will have to pay any instalment plan fees that already appear on a statement.
- You will be charged interest on what is left on your instalment plan at your standard rate for the type of transaction that the instalment plan was set up to pay back from the date it was cancelled.

10.8 If your instalment plan is cancelled after your statement but before your due date:

- You will still be charged the instalment plan fee shown on your statement.
- You will need to pay at least the Minimum Payment shown on your statement as normal.
- Your Direct Debit will be for the Requested Payment shown on your statement. Even though the instalment plan has ended, it will not take this into account until your next statement.

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

11.1 If we do not receive the Minimum Payment by the payment date, we will apply the late payment default charge set out in our Tariff. We will also let Credit Reference Agencies know you have not paid and this could make it more difficult for you to get credit. 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, for example, from your income or the sale of your property (which may include your home). Alternatively, we may sell the debt and the buyer may follow a similar process to recover the amount you owe.

11.2 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. How does Virgin Money allocate payments?

12.1 We will allocate your payments in the following way:

- Firstly, to your Minimum Payment in this order:
 - Any default charges, interest, annual card fee, and non-instalment plan balances, and then,
 - If you have instalment plans, up to 1% of what is left to repay on any instalment plans and 1% of any monthly instalment plan fees.
- Secondly, if you have instalment plans, the rest of your instalment plan payments due that month (these payments are included in your Requested Payment).
- Then, any remaining non-instalment plan balances that appear on your statement.
- Next, new non-instalment plan transactions that you have made, but are not yet shown on a statement.
- Finally, if you have instalment plans, any remaining instalment plan payments (until your instalment plans are paid off in full).

12.2 When we are allocating your payments in the above order, we will take the following into account:

- At each stage, we pay off balances with the highest interest rate first, before repaying those on lower interest rates. This doesn't apply to instalment plans (see below).
- Where we charge interest on multiple promotional balances at the same rate, we will pay off the balances in the order that the promotional rate is due to end (for example, a balance transfer that is due to end in two months' time will be paid off before another that ends in six months' time).
- Where promotional rates end at the same time, we will pay off the balances in the following order: Money Transfers, Balance Transfers, and then Card Purchases.
- Instalment plans are paid off in the order they are due to end.
- Where instalment plans end at the same time, we will pay off the plans in the following order: Money Transfers, Balance Transfers, and then Card Purchases.
- Any additional payments put towards an instalment plan will go to the final payment of the instalment plan, then to the payment before that and so on working backwards.

12.3 The way we allocate payments means that some of your instalment plan balances may be repaid more quickly than other balances charged at a higher interest rate.

Also, if you pay more than your Requested Payment, promotional balances (including 0% interest rate promotions) may be repaid more quickly than instalment plan balances (that may have monthly fees).

13. What happens with transactions in a foreign currency?

13.1 our account balance will always be in pounds sterling.

13.2 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. 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

- 13.3 After the transaction has been converted to pounds sterling, we will add a Non-Sterling Transaction Fee for foreign currency transactions (as set out in our Tariff). We will also add a Cash Advance Transaction Fee for a Cash Advance made in a foreign currency (as set out in our Tariff).

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

- 14.1 You, and any additional cardholder, 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.

- 14.2 You, and any additional cardholder, 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.
- You must never install the app on a device that does not belong to you or allow anyone else to access it.

- 14.3 You must tell us straightaway by calling us on 0800 085 3210 (or +44 191 284 9064 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 has access to your app.

- 14.4 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.

- 14.5 If your card, card details, passwords or security information are misused by someone who has them with your, or an additional cardholder's permission, you will have to pay for all transactions.

- 14.6 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.

15. Can I get a refund or make a claim?

- 15.1 We will give you a refund for a transaction if:

- We receive refund details from the supplier of the goods or services.
- You, or an additional cardholder, did not authorise the transaction. We will refund any interest and associated fees charged on that transaction.
- We are able to claim a refund for you through the card scheme.

- 15.2 If we do not carry out a transfer, Cash Advance or 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. This refund will correct your account so that it is as if the transaction did not happen. We will also refund any interest (dating back to the date the transaction was taken from your account) or charges incurred as a result of the transaction. 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.
- 15.3 If the transfer or Cash Advance is received late by the recipient's bank and you ask us to, we will ask the recipient's bank to correct the amount of interest on the recipient's account so it is as if the payment was received on the correct date.
- 15.4 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 interest (dating back to when the payment should have been received) or 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.
- 15.5 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.
- 15.6 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. We will also refund any interest (dating back to the date the payment was taken from your account).
- 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.
- 15.7 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.

15.8 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.

16. Can Virgin Money restrict the use of a card or card details or access to my account?

16.1 In some circumstances, we may prevent or limit the use of your card or card details, decline a transaction or transfer 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 the 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).

16.2 Your account is in persistent debt if you have paid more towards interest, fees and charges than the amount you have borrowed from us over the past 18 months. If that happens, we can stop you from using your card. Depending on the circumstances we can:

- Stop you from using your card until you repay what you owe. We might let you make certain kinds of transactions before that happens but we do not have to. For example, we can stop you from making Balance Transfers but allow you to keep making Card Purchases while you repay what you owe.
- Stop you from using your card permanently and close your account once you have repaid everything.

16.3 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.

16.4 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.

16.5 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.

17. Can this agreement be changed?

- 17.1 We may change or introduce new interest rates, fees and charges 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.
 - If we have a good reason to think that a change in your circumstances 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).
- 17.2 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 a card scheme.
 - Stop, change or replace a service or introduce a new feature.
 - Make the agreement clearer to you and to correct small errors.
 - Switch you between our Virgin Atlantic products (for details please see section 18).
- 17.3 We will give you 30 days' notice when making a change to your disadvantage. If the change is to a rate of interest you will have another 30 days during which you can tell us you want to stop using your card and pay back the balance within a reasonable time, at the existing rate.
- 17.4 If we make a change that will benefit you, we may make it immediately and tell you about it within 30 days.
- 17.5 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.

18. Can I switch my Virgin Atlantic product?

- 18.1 We may give you the option to switch between our Virgin Atlantic products. You can find the eligibility criteria for switching at virginmoney.com/vaa-product-switch. You can also check the product features and Virgin Atlantic Flying Club terms for each product here too. The eligibility criteria, product features and Virgin Atlantic Flying Club terms are separate to this Agreement. They may change from time to time without notice. You can check all of these details at virginmoney.com/vaa-product-switch.
- 18.2 The costs you pay for our Virgin Atlantic products are different. You can see the details on the letter which accompanies your credit card for this information.
- 18.3 We will consider any switch request based on our eligibility criteria. If we are able to switch your product, we will let you know when the switch has been completed. When we have switched you, the only difference under this agreement is the costs you need to pay. Otherwise, your agreement doesn't change. You can keep using the same card and card details.

19. When does this agreement end?

- 19.1 If you change your mind about taking out this card, you have the right to withdraw from this agreement by calling 0800 085 3210 or writing to Virgin Atlantic Credit Cards, PO Box 10609, Wigston LE18 9HA 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 and interest within 30 days of when you tell us you want to withdraw. You will not have to pay any other fees or charges. You can ask us for details of the amount of interest charged each day and how to make your payment.
- 19.2 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.
- 19.3 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.

- 19.4 When the agreement ends under section 19.2 or 19.3, all outstanding amounts (and any new amounts which become due) must be repaid, along with interest until the date the payment is made. We will only close your account once we receive this payment.

20. How does Virgin Money deal with complaints?

- 20.1 If you have a complaint, please contact us as soon as possible so that we can investigate it.

You can call us on 0800 085 3210 or write to The Customer Relations Team, Virgin Atlantic Credit Cards, PO Box 10609, Wigston LE18 9HA or email us at: customerrelations@virginmoney.com. You can ask us for a copy of our Internal Complaints Procedures leaflet at any time.

- 20.2 If we cannot resolve the complaint to your satisfaction, you have the right to refer it 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

Website: www.financial-ombudsman.org.uk

21. Can this agreement be transferred?

21.1 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.

21.2 You may not transfer any of your rights or obligations under the agreement.

22. 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.

23. 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.

24. 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

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 any additional cardholder's 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 any additional cardholder's 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

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

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

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