

# Off Sale Accounts – Passbook Account

# Terms and Conditions

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## **SECTION 1**

#### 1. Introduction

These Conditions set out all the Terms and Conditions which apply to your Passbook Account.

# **SECTION 2**

## 2. Definitions

In these Conditions:

"Account" means the account listed in Section 4 of these Terms and Conditions maintained by the Account Holder with us;

"Account Holder", "you", "your", "yours" means the person(s) in whose name(s) the Account is maintained and, if there is more than one such person, includes any, each and all of you;

"Agreement" means the agreement between us and you relating to the maintenance of the Account. It comprises these Conditions and any application form you completed when you applied for the Account. These Conditions may be altered from time to time – see Condition 3.8; "Available Funds" means funds paid into your Account that are available to be drawn on;

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

"Business Day" means any full day (excluding Saturdays, Sundays and bank holidays) on which banks generally are open in the City of London for the transaction of normal banking business. We may be able to process some payments on a non-Business Day. Please ask us if you would like further details:

"Cut-Off Time" means the time, towards the end of the Business Day, by which we must receive payment instructions if they are to be processed that day. You can ask us for the Cut-Off Times which apply to your payments and find them in your Tariff;

"Electronically" means any form of message made by any type of telecommunication, digital or IT device (including but not limited to telephone, the internet, digital television, email and SMS);

"Payment Item" means any cash withdrawal;

"Personal Notice" means any notice sent to you by post or Electronically;

"Regulatory Requirement" means any obligation:

 (a) we have to comply with under any law or regulation (including any rules made by the Financial Conduct Authority, Prudential Regulation Authority, or other regulatory body), or as result of a decision by a court, ombudsman or similar body, or

(b) under any industry guidance or codes of practice which we follow:

"Tariff" means the applicable Virgin Money Savings Account tariff, for personal customers in force from time to time. Copies of the up-to-date Tariff are available in all our Stores:

"Virgin Money" means Clydesdale Bank PLC trading as Virgin Money; and

"Your Store" means the Store at which your Account is held.

## **SECTION 3**

## 3. Account Conditions

## 3.1 Operation of the Account

- 3.1.1 The Account is no longer available to open. Personal customers who are existing Account Holders should continue to meet the reasonable requirements set down by us from time to time.
- 3.1.2 These Conditions govern the banking relationship between you and the Bank in relation to the Account. These Conditions set out how you can pay money into your Account and how you can make withdrawals, your and our rights and obligations which apply to the Account and any particular terms which apply to each type of Account. Where additional services are provided to you these may be subject to further conditions which will take priority over these Conditions where there is a conflict with these Conditions. You can ask us for a copy of these Conditions at any time
- 3.1.3 You may close your Account at any time by giving written notice to us.

The closure will take effect on the last to occur (as relevant) of the following:

- 3.1.3.1 when all outstanding transactions are completed; and
- 3.1.3.2 when all sums owing to us on your Account are repaid.
- 3.1.4 We may close your Account (or Accounts) and end any service under it:
  - 3.1.4.1 after giving you two months written notice if we close your account, we'll try to send the money in your account to you, together with any interest; or
  - 3.1.4.2 immediately if you seriously or persistently break these Conditions, act fraudulently or become bankrupt.
- 3.1.5 It's important to keep using your account. If you don't, we can also close your account in any of the following situations.
  - 3.1.5.1 Immediately and without having to give you any additional notice, if your balance is £0 for at least 12 months.
  - 3.1.5.2 With two months' notice if your balance is £10 or less for at least 24 months. We'll donate any unclaimed money in your account to a charity of our choice but we'll always give it back to you if you
  - 3.1.5.3 With two months' notice if you haven't paid money in or taken money out or we haven't heard from you about your account for at least 15 years. We'll move your money to the Reclaim Fund Limited but you'll still be able to get your money back if you ask us.
- 3.1.6 If you change your name, address or telephone number you must immediately inform the Bank in writing. All correspondence will be sent to the last mailing address you gave the Bank.
- 3.1.7 If you make a payment in Store, then your passbook will be updated with information about the payment at that point. If you receive a credit to your Account, you agree that your passbook will only be updated with information about the transaction next time you visit a Store.

#### 3.1.8 On this Account:

- (a) we will not issue you with any cards;
- (b) we will not issue you with a cheque book;
- (c) we will not allow standing orders or Direct Debits;
- (d) we will not agree to borrowing by overdraft or otherwise; and
- (e) withdrawals from your Account of an amount up to the balance in your Account are available by presenting your passbook at Your Store.

## 3.2 Joint Accounts

- 3.2.1 If there is more than one party to the Account this Condition 3.2 applies.
- 3.2.2 Withdrawals may be made in accordance with the most recent authority which you have given us at the relevant time.
- 3.2.3 Unless any authority given by you to us states otherwise, you acknowledge that any one of you can close the Account or withdraw the entire balance on the Account. If you decide you do not want to continue to operate your Account with the ability for each Account Holder to act separately you should contact us and we will impose the requirement that all the Account Holders must act together. If we believe that a dispute has arisen between you we will impose the requirement that all Account Holders must act together and confirm this to you. This will mean that all joint Account Holders will have to authorise all instructions on the Account (including closure of the Account).
- 3.2.4 If the Account is in the names of more than one person you are all jointly and severally liable with each other for any sums owing to the Bank on the Account. This means that all of you are liable together and each of you is also liable individually for all of these sums. Please see Condition 3.7 regarding the Bank's right to set off sums owing to the Bank against any balances you hold in joint accounts.
- 3.2.5 In the case of an overdrawn Account, on the death of an Account Holder the surviving Account Holder(s) and the estate of the deceased Account Holder will be jointly and severally responsible for the debt.
- 3.2.6 On the death of an Account Holder, unless all Account Holders have previously instructed us otherwise, we will accept instructions from the surviving Account Holder(s) and any credit balance will pass to the survivor(s).
- 3.2.7 Information regarding what happens to the Account in circumstances like death, divorce, separation or bankruptcy or if there are other changes in your arrangements is available from Your Store. Contact should be made with Your Store if any of these events occur.

## 3.3 Credits to the Account

- 3.3.1 How you pay money into your Account is important as it determines how long it'll take until the money is available for you to use and how any interest is calculated on it.
- 3.3.2 We will accept for credit to your Account cash or cheques drawn on a UK bank and other appropriate items (for example, Bacs, CHAPS and Faster Payments) payable to you. We may refuse to accept any items which are not payable to you. If you ask us to accept cheques or other items drawn on a non-UK bank we may agree this, but we will explain to you at the time the process which will apply, how long the funds will take to reach your Account and the charges you will be required to pay.
- 3.3.3 Cash (that is, sterling only) paid into your Account at any Store of Virgin Money will be credited to your Account immediately on receipt by the Bank. Cash will be available to be drawn on immediately and start earning interest from that day. Cash paid into your Account at any other bank will be credited to your Account on the day of receipt by us and may take time to reach us as described in Condition 3.3.5.
- 3.3.4 In relation to cheques paid into your Account, there will be two clearing cycles running in parallel until the end of 2018 "2-4-6" cycle and the Image-based Clearing system (ICS) cycle. ICS will clear both cheques and Bank Giro Credits and will replace the "2-4-6" cycle. For details on what clearing cycle is applicable to you, please refer to our website or contact your Store. More information on both schemes can be found at www.chequeandcredit.co.uk.

## The tables tell vou:

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

## "2-4-6" cycle:

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

## "ICS" cycle:

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

#### These tables show you that:

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

cheques or other items drawn on a non-UK bank we will explain to you at the time the process which will apply, how long the funds may take to reach your Account and the fees you will be required to pay. If you pay a non-sterling cheque into your Account we will have to send the cheque to the bank on which it is drawn and so the payment may take time to reach your Account.

cheques or other items drawn on a non-UK bank we will explain to you at the time the process which will apply, how long the funds may take to reach your Account and the fees you will be required to pay. If you pay a non-sterling cheque into your Account we will have to send the cheque to the bank on which it is drawn and so the payment may take time to reach your Account.

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

- 3.3.5 When you use another bank to make a payment into your Account by means of a Bank Giro Credit slip, the payment should reach us on the next Business day after the Business Day you deposit the Bank Giro Credit slip at another bank for those processed through ICS or two Business Days after the Business Day your deposit the Bank Giro Credit slip at the other bank for all others. During this time any cheques that you have deposited in the same transaction will be processed in the timescales in the tables above.
- 3.3.6 Some payments can be made from and received into Accounts on non-Business Days. This may mean that the Account receiving the funds shows them as being available to be drawn on and the Account from which the funds have been paid will show them as no longer being available
- 3.3.7 If we are informed by the payer or another bank that a sum of money has been paid into your account by mistake, we can take that sum of money from your account without your express consent. We will only do this however if we accept there are reasonable grounds to suspect the payment was paid into your account by mistake and so long as we have been notified of the mistaken payment within a reasonable timescale from the date the payment was credited to your account. We will notify you as soon as we have done this to allow you to explain to us your version of events. If, after a reasonable time has elapsed and you have failed to satisfy us that you are entitled to the money, we will return the payment back to the payer or paying bank. We will act reasonably at all times and try to minimise any inconvenience to you.
- 3.3.8 Where we are unable to recover money from you that has been paid into your account by mistake, we are obliged by law to co-operate with the payer's bank in its efforts to recover the money from you, in particular by providing the payer's bank with all relevant information that we have for the collection of funds (which may include information about you such as your personal details).

## 3.4 Payments from your Account

- 3.4.1 You can give us instructions in person in a Store by presenting your passbook.
- 3.4.2 If you ask us to make a payment before the relevant Cut-Off Time on any Business Day, we will process it on that Business Day unless you have asked us to make it on a future date set out in the payment instruction. We will debit the payment from your Account when the payment is made. If the payment is made after the Cut-Off Time, your Account will not show the payment as being processed until the next Business Day. Where you have set out a future date the payment will be processed on the date specified which must be a Business Day. Payment instructions received after the Cut-Off Time or on a non- Business Day will be processed on the next Business Day.
- 3.4.3 If you ask us to make a payment in sterling to a person with an account at a bank in the UK, we will get the money to the bank holding that account no later than the end of the Business Day after you ask us to make the payment.
- 3.4.4 Payments will be made from your Account provided there are sufficient Available Funds.
- 3.4.5 We may refuse to make a payment from your Account if:
  - 3.4.5.1 you do not have sufficient Available Funds;
  - 3.4.5.2 we reasonably believe that your Account or any service we provide you is being used illegally or fraudulently by you or anyone else;
  - 3.4.5.3 we reasonably believe that someone else may have rights over the funds in your Account for example, another joint Account Holder, where there is a dispute; or
  - 3.4.5.4 it involves trading in Cryptocurrency.
- 3.4.6 Where we deny an account information service provider that you appoint access to your Account, we will tell you by phone, SMS or letter that we have denied them access (where we are able to identify them) and the reason for the denial of access before we deny access (where possible) or immediately afterwards unless telling you would compromise reasonably justified security reasons or is unlawful. Account information services are services that allow you to see your accounts with different providers in one place.
- 3.4.7 If we make a payment to an account at another bank and the beneficiary then tells their bank that the payment has not been received, we will as

soon as possible refund the payment and any charges you've paid or pay to you any interest you've missed out on.

We will not provide a refund if:

- (a) your payment instruction was incorrect; or
- (b) we can show that the payment was actually received by the other bank (in which case they are liable).
- 3.4.8 If we receive a payment to you from another bank but don't credit it to your Account straight away, we will immediately make available the amount of the payment to you and credit the corresponding amount to your Account with us and refund you any charges you have incurred due to our failure. We will also pay any interest to you so that it is as if the payment was received on time.
- 3.4.9 If you ask us to make a payment to someone else in the UK and the recipient's bank receives it later than the end of the next Business Day after we receive your instruction you can ask us and we'll contact the other bank and ask them to correct the amount of interest on the account with their customer (so that it is as if the payment was received on time).
- 3.4.10 We will, if you ask us to, immediately and without charge make efforts to trace any incorrectly executed payment and we will notify you of the outcome.
- 3.4.11 Where your payment instruction was incorrect we will take reasonable steps to recover your money if the payment has gone missing and we may charge you a reasonable fee. Where we are unable to get the money back, you can send us a written request and we'll then provide all the relevant information we can in order for you to claim repayment of the funds. We'll only provide you with information that we are allowed to provide to you by law.
- 3.4.12 If you tell us that a payment from your Account wasn't properly authorised (for example, someone else made it without your consent), you can ask us for a refund. You must do this as soon as you can after the payments appear on your Account. We will refund you as soon as is practicable (and in any event no later than the end of the following Business Day) including paying back the money, refunding any fees you have paid, and paying any credit interest in the normal way. You won't have any further claim against us. If we later find you aren't entitled to a refund, we will take back from your Account the amount we refunded, and re-charge any fees or interest (or both) you owe us, and we will also not give a refund if we have evidence which indicates that you have acted fraudulently.
- 3.4.13 Unless we believe you have acted fraudulently, we will always refund you in full for all unauthorised payments arising from the use of lost or stolen security details:
  - arising after you have told us in the agreed manner that your security details have been lost or stolen or of the unauthorised use of your security details;
  - (b) if we failed to give you contact details to allow you to report the loss, theft or unauthorised use of your security details; or
  - (c) where your security details have been used to buy something at a distance when you did not need to be physically present (such as online, telephone or mail order shopping).
- 3.4.14 We will not give you a refund and you will be liable for all losses you incur arising out of unauthorised payments if you acted fraudulently.
- 3.4.15 We will not give you a refund and you will be liable for all losses you incur arising out of unauthorised payments up until the time you notify us of the loss, theft or unauthorised use of your security details if:
  - you gave someone else permission to use your security details (other than an account information service provider which requires the details to provide services to you); or
  - (b) you deliberately or with gross negligence failed to (i) use your security details in accordance with these Conditions, (ii) notify us without undue delay on becoming aware of the loss, theft or unauthorised use of your security details, or (iii) take all reasonable steps to keep safe your security details.

## 3.5 Interest

- 3.5.1 Interest rates applicable to the Account are published in the Tariff. Copies of the up-to-date Tariff are available in Stores and up-to-date interest rates are available via our helpline and website.
- 3.5.2 The rate of interest payable on the Account may be varied by the Bank in accordance with Condition 3.8.

# **Credit interest**

3.5.3 Tiered interest rates may apply to the Account. The appropriate rate of interest shall apply automatically and will be established by reference to the balance on your Account at the relevant time.

- 3.5.4 If credit interest is applicable to your Account it will be paid gross. Gross interest is the interest payable without taking account of any tax payable. From 6th April 2016 we will no longer deduct tax from the interest earned on your savings, following the introduction of a Personal Savings Allowance. If you earn interest over your Personal Savings Allowance you will be required to pay any tax due yourself directly to HM Revenue and Customs.
  - If you would like to read more about your Personal Savings Allowance, please visit the Government website www.gov.uk.
- 3.5.5 Interest on credit balances is fixed at a nominal rate, as detailed in the Store notice and will be calculated on a daily basis at the prevailing rate applicable to your Account and credited to your Account on 4th January and 4th July each year where this is a non-Business Day interest will be credited the next Business Day (with the exception of Virgin Money customers whose account was previously named Deposit Account Scotland where interest will be credited on the last Business Day of January and July each year).

The interest rate paid on your Account will not move when there are changes in the Bank of England repo rate (sometimes known as the Bank of England base rate).

## 3.6 Bank Charges

- 3.6.1 Charges applicable to the Account are published in the Tariff. Copies of the up-to date Tariff are available in Stores and up-to-date charges are available via our helpline and website.
- 3.6.2 Charges for additional services will be advised at the time you request the service or when you ask. For your information, some of the more common charges for additional services are published in the Tariff. These are correct at the time of publication. We may make changes to or introduce charges for additional services without notifying you but we will inform you of the up-to- date charge when you request the service. These changes are not subject to Condition 3.8.
- 3.6.3 If there are any additional charges for receiving or making a payment in a currency other than sterling they are set out in our Tariff or we will tell you when you ask us to make the payment.

# 3.7 Our Right of Set Off

- 3.7.1 If you have failed to make a payment to us when it is due, on any account you hold with us (including a credit card, loan, mortgage or overdraft) we can take the amount due from any other Clydesdale Bank, Yorkshire Bank, B or Virgin Money accounts you may hold which are in credit and apply it to the debt. This is called the right of "set-off". We will only apply credit balances from accounts in your name (which are not held for the benefit of another person) to debts held with us in either your name, jointly with another person or a business account where the account is in your name. We will not apply credit balances from joint accounts to debts held with us which are in accounts held in one person's name.
- 3.7.2 If we have exercised our right to set-off we will promptly notify you of this.
  - If you are in financial difficulty, you should contact us to discuss your options.

# 3.8 Variations

# Changes to charges and interest rates

- 3.8.1 We may change a day to day charge or an interest rate or introduce a new charge for any valid reason, whether or not set out in this Condition 3.8. We may also make a change for any of the reasons set out below. We may also make a change if Condition 3.8.12 applies.
- 3.8.2 We will not change our interest rates and our charges to cover the same cost twice.
- 3.8.3 How and when we can change an interest rate is set out in conditions 3.8.7 to 3.8.8.

## Changes to charges

- 3.8.4 We may change our day to day charges or introduce a new charge if at any time there is a change (or we reasonably expect that there will be a change):
  - in the costs we incur in providing the Account (including funding costs if relevant); or
  - (b) in Regulatory Requirements.
- 3.8.5 Changes to charges will respond proportionately to changes in our costs.
- 3.8.6 If we provide a new service or facility in connection with an account we may introduce a new charge for providing you with that service or facility.

#### **Changes to Interest Rates**

- 3.8.7 We may change an interest rate if at any time there is a change (or we reasonably expect that there will be a change):
  - in the costs we incur in providing the Account (including funding costs if relevant): or
  - (b) in Regulatory Requirements.
- 3.8.8 Where we make a change to an interest rate to comply with a Regulatory Requirement, the change will be a fair proportion of the cost on our banking business of compliance, as reasonably estimated by us. Other changes will respond proportionately to changes in our costs.

#### Changes to other terms

- 3.8.9 We may upgrade your Account or enhance the services we provide to you if we reasonably consider this is to your advantage and there is no increased cost to you.
- 3.8.10 We may also change any of the other terms of this Agreement for any of the following reasons:
- (a) where we reasonably consider that the change would make the terms easier to understand or fairer to you and the change would not be to your disadvantage; or
- (b) to make reasonable changes to the way we look after your accounts as a result of changes in the banking or financial system, technology, or the systems we use to run our banking business including introducing new services or facilities; or replacing an existing service with a new one or withdrawing a service; or
- (c) as a result of a Regulatory Requirement (or where we reasonably expect that there will be a change in a Regulatory Requirement).

## Terms that apply to all changes

3.8.11 As long as you are able to end the Agreement without charge (or we agree to waive any charge that would otherwise apply), we may change any of the terms of this Agreement (including an interest rate and our charges) for any reason not listed above.

#### **Notification of changes**

- 3.8.12 We will give you at least 2 months' Personal Notice of all changes, except the changes:
  - to interest rates that are favourable to you which we can make without notice; or
  - (b) we are required to make sooner due to Regulatory Requirements.
- 3.8.13 When we tell you about a change we will tell you the date it comes into effect. As long as notice of a change is given to you at the most recent address we have for you, you will be treated as accepting the change on that date unless, at any time before then, you tell us that you want to terminate your Agreement with us and not accept the change. We will not make any termination charge, if you terminate your Agreement in this case.
- 3.8.14 We will make available details of any new interest rates/changes to interest rates in Stores and via our telephone helplines within three Business Days of the change.

## **Changes for specific Regulatory Requirements**

3.8.15 If we find that any term is inconsistent with a Regulatory Requirement which is published after this document is printed, we will not rely on that term so far as it is inconsistent but will treat it as if it did reflect the relevant Regulatory Requirement. If we need to make operational changes before we can fully comply with the new Regulatory Requirement, we will make those changes as soon as reasonably practicable. We will update our terms and conditions to reflect the new Regulatory Requirement when they are next amended.

## Copy of the Conditions/Summary of changes

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

## **Closing/Moving Stores**

- 3.8.17 If we close or move Your Store we will notify you by writing to you 12 weeks before Your Store is closed or moved. If we close or move Your Store we will always also tell you how we will continue to provide services to you. If we significantly change the opening hours for Your Store, we will give you at least 12 weeks prior notice.
- 3.8.18 This Condition 3.8 does not apply to changes under Conditions 3.1.3, or 3.6.2.

#### 3.9 General

- 3.9.1 By agreeing to these Conditions you are confirming to us that the money in your Account is, and whilst in your Account will remain, yours at all times. We may ask you to confirm in writing that the money in your Account belongs to you and will remain so. Assignment of the balance by way of security or otherwise is not allowed unless agreed by us.
- 3.9.2 We will not be liable if we are unable to perform our obligations under the Agreement due (directly or indirectly) to:
  - (a) the failure of any machine, data processing system or transmission link provided that such failures or events are abnormal and unforeseeable circumstances, the consequences of which would have been unavoidable despite all efforts to the contrary; or
  - (b) our compliance with a requirement of UK law.
- 3.9.3 The Bank may at any time assign all or part of the Bank's rights under these Conditions (which includes our right to payment of any sums due to us by you) Your rights under these Conditions (or any part of it) and your legal rights will not be affected. You may not assign your rights under these Conditions unless agreed by us.
- 3.9.4 If we are asked to provide a bankers' reference about your ability to undertake transactions and commitments we will give a reply in general terms to the enquirer provided we receive your express written consent.
- 3.9.5 There may be other external taxes or costs which exist that are not paid through us or imposed by us. For example, you may have a liability to higher rate tax dependent on your individual circumstances.
- 3.9.6 These Conditions are governed by the law of the country in which Your Store is situated and subject to the non-exclusive jurisdiction of the courts of that country.
- 3.9.7 These Conditions are written and available only in English and we undertake to communicate to you in English when communicating with you regarding the Account.
- 3.9.8 Our failure to insist on our strict rights under these Conditions will not prevent us from enforcing these or any other rights.
- 3.9.9 We'll contact you by phone, SMS or letter if there are suspected or actual fraud or security threats relating to your Account with us.
- 3.9.10 We'll write to you at least once a year with details about our range of savings accounts.

#### 3.10 Good Banking

We are fully committed to high standards of service, treating our customers fairly, helping our customers understand how their accounts operate and giving them a better understanding of banking services and maintaining confidence in the security and integrity of banks. For further information please refer to our website or contact Your Store or relationship manager.

## 3.11 Resolving Your Complaint

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

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

You may not be satisfied with our complaint decision/resolution letter, or we may not have provided it within timescales required by the Financial Conduct Authority.

If so, you may be able to ask the Financial Ombudsman Service (FOS) to look at your complaint.

You need to do this before six months from the date of our complaint decision/resolution letter.

FOS is a free, independent organisation which can help to settle disputes between customers and financial services firms. More details can be found on their website: www.financial-ombudsman.org.uk

#### 3.12 Telephone Calls and Security

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

## 3.13 Use of Personal Information

All of the up to date information about how we will gather, create, share and look after any personal data in providing the services can be found in the Fair Processing Notice at **virginmoney.com/privacy**. Where we need your consent to use personal information we will highlight this to you in the application process and ask for your consent separately.

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



# virginmoney.com

# Important information about compensation arrangements

Details on the protection of eligible deposits and deposits excluded from the scheme can be found on the FSCS website at www.FSCS.org.uk

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