

Credit card terms & conditions

This is a copy of your agreement for you to keep. It includes a notice about your cancellation rights which you should read.

Credit Card Agreement regulated by the Consumer Credit Act 1974

This is an agreement between Nationwide Building Society, Credit Card Services, PO Box 8738, Wigston, LE18 9BG and you:

Key financial information

A Credit Limit

When you open your account we will tell you your credit limit. We can change your credit limit at any time and will tell you if we change it. We can increase or reduce your credit limit. You will need to tell us if you do not want us to increase your credit limit.

B Repayments

You must pay us a minimum monthly payment equal to:

- 3% of the account balance; or
- £5;

whichever is higher.

You must do this by the payment due date on your monthly statement until your agreement ends and you have paid off everything you owe on the account. You must do this even if you do not receive a monthly statement. You can pay us more than the minimum if you want to but if the balance is less than £5, you must pay what you owe us in full. (See also clause 8 of the credit card terms and conditions.)

C APR

The APR (variable) for each card is:

- Gold 16.9%
- Classic 19.9%
- Cash Reward* 17.9%

*Cash Reward cards are no longer available to new customers.

Other financial information

D Total Charge for Credit

The total charge for credit on purchases being interest only on an example of £1500 being repaid over one year is:

- Gold £131
- Classic £153
- Cash Reward* £139

*Cash Reward cards are no longer available to new customers.

E Interest rates and Introductory rates

The rates of interest applicable to each card are:

Card		Gold card	Classic card	Cash Reward & Cash Reward Gold card*
Purchases	Introductory rate	0%	0%	n/a
	Ongoing rate	16.9%	19.9%	17.9%
Balance Transfers	Introductory rate	0%	0%	n/a
	Ongoing rate	16.9%	19.9%	17.9%
Cash Advances	Introductory rate	n/a	n/a	n/a
	Ongoing rate	27.9%	27.9%	27.9%

All rates, except introductory rates, are variable. The introductory rate charged on balance transfers applies to transfers made within 3 months from the date the account is opened. Introductory rates for accounts opened on or after 22/06/2010 apply for 3 months on purchases and 15 months on balance transfers, from the date the account is opened.

Introductory rates for accounts opened before 22/06/2010 apply for 3 months on purchases and 13 months on balance transfers, from the date the account is opened.

*Cash Reward cards are no longer available to new customers.

F Interest

Interest will not be charged on purchases if you pay the total balance shown on your statement each month including balance transfers by the due date. If you do not pay the whole balance including balance transfers, interest will be charged at the applicable rate for each transaction type on a daily basis from the date the transaction is applied to your account, until you repay everything you owe. We charge interest on cash advances and balance transfers from the date of the transaction, until you repay everything you owe. The way we allocate your payments will affect the amount of interest that you may be charged.

G Application of Payments

We will apply payments initially to fees, charges and interest shown on your current statement, and subsequently, to the debt bearing the highest interest rate, treating unstatemented purchases as interest free for the purpose of payment allocation.

H Changes

We can at any time make reasonable changes to interest rates, charges, fees and other costs due on your account, but we will only do this for business, legal or operational reasons. We can also make changes to the terms of this agreement or to any services we provide under it provided we give you reasonable notice. (See also clause 15 of the credit card terms and conditions).

Key information

I Charges (all variable)

We can make the following charges to your account:

Default Charges:

- Minimum monthly payment not received by due date (late payment) £12
- Exceeding your credit limit (overlimit) £12
- Returned payment £12

Other Charges:

- 2.5% (minimum £3.00) of the amount withdrawn on each cash advance.
- 3% (minimum £5.00) of the amount of each balance transfer (non-refundable).
- £5 for one copy statement and £10 for two or more copy statements, unless we tell you that a charge is not payable.
- The costs referred to in clause 7 of the credit card terms and conditions.

MISSING PAYMENTS

Missing payments could have severe consequences and make obtaining credit more difficult.

IMPORTANT - READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, we cannot enforce this agreement without getting a court order.

The Act also gives you a number of rights:

- 1) You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement.
- 2) If you received unsatisfactory goods or services paid for under this agreement, apart from any bought with a cash loan, you may have a right to sue the supplier, us or both.
- 3) If the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue us.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

Theft, loss or misuse of the credit card

If the card is lost, stolen or misused by someone without your permission, you may have to pay up to £50 of any loss to us. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable to us for losses which take place after you have told us about the theft, etc as long as you confirm this in writing within seven days.

Your right to cancel

Once you have signed, you will have for a short time a right to cancel this agreement. You can do this by sending or taking a WRITTEN notice of cancellation to Nationwide Building Society, Credit Card Services, PO Box 8738, Wigston, LE18 9BG.

If you cancel this agreement you, the debtor, will still have to repay any money lent to you. Any money you have paid, less any charges you may have to pay, must be returned to you. If you repay all sums due within one month of cancellation then you will not have to pay interest or other charges. Any goods which you already have under the agreement, apart from any purchased out of a cash loan, will have to be returned. Such goods should not be used and should be kept safe. (Legal action may be taken against you if you do not take proper care of them). You can wait for them to be collected from you and you need not hand them over unless you receive a written request.

You will not, however, be required to hand back any goods supplied to meet an emergency or which have already been incorporated, for example in your home. But you will still be liable to pay for emergency goods or services or for any goods which have been incorporated by you or one of your relatives.

Credit card terms & conditions

1. Definitions

In these conditions:

"account" means the account we keep for your credit card;

"balance transfer" means money transferred to your account which you owed to another lender;

"cash advance" means obtaining cash, foreign currency or travellers' cheques, or gambling, using the card;

"credit card/card" means any Nationwide Building Society credit card, which we give you or any additional card holder, as well as any renewals or replacements;

"due date" means the date your payment must reach your account by;

"gambling" means a transaction that we recognise as having been made at an establishment where gambling is carried out, which includes internet gambling, whether or not the purpose of that transaction is for gambling;

"Nationwide Group" means Nationwide Building Society and its subsidiary companies and trading divisions.

"our/us/we" means Nationwide Building Society;

"PIN" means the personal identification number to be used with the card;

"purchase" means a purchase of goods or services using the card or card number;

"statement date" means the date of your monthly statement;

"transaction" means any balance transfer, purchase, cash advance or other payment made on your account using your credit card or by giving your credit card details under this agreement;

"unstatemented purchases" means any purchase(s) made with your credit card since your outstanding balance was last calculated for a monthly account statement;

"you" means the person with whom we made this agreement.

2. Looking after your card and PIN

- (a) When you, and any additional cardholder, receive a card, always sign it immediately. You, and any additional cardholder, must:
- not allow anyone else to use any card, card number or PIN or tell another person the PIN.
 - memorise the PIN immediately, never writing it down anywhere, and destroy the written notification as soon as you can. Do not keep the card and PIN together.
 - only disclose the card number and any secure details on your account when making a transaction, reporting it lost or stolen or for verification purposes when contacting our Customer Services Team.

3. Additional cardholders

- (a) You can ask us to issue a credit card to another person. Our agreement to do this will depend on your circumstances and those of the proposed additional cardholder(s) at the time you apply or later ask for an additional card(s) to be issued. It is your responsibility to ensure any additional cardholder complies with the terms and conditions of this agreement. We will treat all transactions as if you had made them and will charge the amount to your account.
- (b) We will not disclose details about your account to an additional cardholder without your authority in writing.
- (c) You must tell us the moment you want to cancel an additional credit card and destroy it by cutting through the signature box, magnetic strip and chip.
- (d) You are responsible even if the additional cardholder uses the credit card for transactions you disapprove of or which are not in accordance with these conditions.

4. Using your card

- (a) You, or any additional cardholder, can only use your card up until the expiry date shown on the front of the card or until this agreement otherwise comes to an end. You must only carry out transactions for amounts, which when added to what you already owe, will not take you over your credit limit.
- (b) Your credit card account will be charged with the following:
- all transactions using your credit card (with or without your PIN) or credit card details, including those which were not or which you claim were not made by you or by an additional cardholder;
 - any other transactions or amounts which you have agreed will be charged to your account, for example cheques or other payments to the account; and
 - interest and charges you have to pay under these conditions or for any additional services you ask for as part of your credit card.
- (c) We may refuse to authorise a transaction if:
- the amount will take your balance over your credit limit. Our decision will take into account the amount of the transaction, interest, fees and default charges as well as previously authorised transactions not yet showing on your account.
 - your minimum monthly payment has not reached your account by your due date
 - You break any of the conditions on your agreement
 - You made false or misleading statements when applying for a Nationwide credit card
 - We have reason to believe that the transaction is not being carried out by you or any additional cardholder
- You cannot cancel a transaction after you have used your credit card or credit card details.

- (d) Once a transaction is carried out on your account the balance available on your credit card will immediately go down by the amount of that transaction.
- (e) You can use your credit card to carry out transactions abroad and make purchases in a currency other than sterling. When we put a transaction in a foreign currency onto your account we will convert it into sterling at the exchange rate set by Visa on the day they process the transaction.
- (f) Your credit card belongs to us at all times and you must return it immediately if we ask for it. Anybody acting on our behalf also has the right to keep or ask you for your credit card.
- (g) As well as our other rights under this agreement we can cancel your card temporarily or permanently if we have reasonable grounds for doing so and we consider it necessary. While your card is cancelled you must not use it.
- (h) You, or an additional cardholder, cannot use your card for illegal purposes. If you do then we may cancel, restrict or suspend the use of your card immediately.
- (i) You cannot use your credit card to repay arrears on another Nationwide credit card.
- (j) You can use your card to obtain cash advances. The maximum total cash advance is limited to a proportion of your credit limit. Your total Cash Limit and Available Cash is shown on your monthly statement. Any single cash advance and any associated fees, when added to what you already owe, must not take you over your agreed limit.
- (k) When you open your account we will tell you your cash advance limit on your monthly statement. We can change your cash advance limit at any time and will tell you if we make such a change.
- (l) For your added security and to reduce the risk of credit card fraud, you may be invited to register for Verified by Visa when you use your credit card to make purchases over the internet at participating organisations. If you do not register, you may not be able to make purchases from these organisations via the internet.
- (m) If you receive a refund on a transaction which you paid for using your credit card or card details we will pay the amount of the refund into your account when we receive it.
- (n) If we change your credit card number and/or expiry date we will notify VISA that your old card number is no longer in use. We will attempt to process ongoing regular payments to your new card but you will need to contact the retailer or person or company you are paying to notify them of any change in your card details to ensure that payments continue to be processed correctly. You will also be required to contact the retailer or person or company should you wish to stop the regular payment.

5. Statements

- (a) Your monthly statement will show the transactions, payments, interest, fees and charges on your account since your last statement. It will also show you the total account balance as at the date the statement was produced and the minimum payment you are required to make along with the date the payment must reach your account by. We may not send you a monthly statement if you do not have an outstanding balance on your account or there has been no financial activity on your account since your last statement.
- (b) You should check your statement and report any suspicious transactions to us immediately. You should also tell us if you do not receive your statement.

6. Cash Rewards - Cash Reward cards only

- (a) We will pay a cash reward on purchases (excluding balance transfers, transactions made abroad, or made with retailers that are registered outside of the UK, cash advances and payment protection insurance premiums). We will tell you what the cash reward rate is and any maximum amount we will pay when we open the account and whenever we change it.
- (b) Cash rewards will be earned on the date the transaction appears on your account, which may not be the date the transaction was undertaken. Cash rewards you earn each month will be shown on your statement. The total amount will be credited to your account in December each year or when you close your account or transfer to another Nationwide credit card.
- (c) You may not earn cash rewards in a particular month and we may delay or withhold your annual credit if:
- you miss your monthly payment; or
 - either of us have given notice to end this agreement; or
 - you exceed your credit limit in any month; or
 - you have breached any of the terms and conditions of the account.
- (d) If you are given a refund for a purchase on which you accrued a cash reward we may deduct the cash reward accrued on the original purchase.
- (e) We can amend this condition at any time for any of the reasons specified in clause 15 and we will notify you in accordance with clause 15 (b). In particular we may change the cash reward rates, the type of purchase on which cash reward is paid, the maximum amount we will pay in each year, how we calculate the cash reward and how we pay the cash reward to you. Any change to the way in which we calculate the cash reward will not affect the calculation in respect of any purchases you made before the change takes effect.
- (f) We may stop paying cash rewards by giving you not less than 30 days notice.

7. Interest & charges

- (a) As well as interest we can debit your account with additional charges referred to in clause I in the Key Information section of this agreement and in line with the scale that applies at the time you incur the charge. You can ask us for the latest scale of charges at any time. We can charge or add to the additional charges in addition to those listed in clause I. We may also apply charges if we have to write to you, telephone you or call at your address because you do not keep to these conditions.
- (b) We can debit your account with any costs or expenses we reasonably incur as a result of:
 - (i) collecting money from you which you owe on your account;
 - (ii) finding out your whereabouts if you change address but do not tell us within seven days of doing so;
 - (iii) any other reason where you have not kept to these conditions. Interest will be charged up to the date we obtain any court judgement against you.
- (c) If you take out payment protection insurance we will charge the monthly premiums to your account. We will work out the premium charged using the amount outstanding on your monthly statement.
- (d) Any charges incurred by us on your behalf from our card scheme provider or other body or institution may be passed on to you and debited to your account.
- (e) You will only be entitled to one introductory rate or offer on a Nationwide Group credit card. If you have previously held a Nationwide credit card, you will not be entitled to the introductory rate or offer under this agreement.

8. Payments

- (a) When we initially receive your payment it may be treated as uncleared funds. The central clearing cycle is normally 3 working days and you should allow this time for your payment to clear (this may take longer if payment is made through an organisation other than Nationwide). The available balance on your account may not be adjusted until we can be sure that cleared funds have been received to your account.
- (b) Any amount which takes you over your credit limit and/or any arrears shown on your monthly statement must be repaid in full immediately.
- (c) Everything you owe us under this agreement must be repaid immediately:
 - (i) if you die;
 - (ii) if a bankruptcy order is made against you or you make a voluntary arrangement with your creditors;
 - (iii) if we ask for immediate repayment because you have not kept to these conditions.Should the above happen all the cards on your account will be cancelled and must be destroyed by cutting through the signature box, magnetic strip and chip.
- (d) You should not make payments that place your account in credit.
- (e) We may use any credit balance on any other account you hold with us to reduce or repay any sums you fail to pay under this agreement. We will give you a reasonable opportunity to pay the outstanding sums before we do so. We will tell you as soon as possible after we do so.
- (f) You should tell us if you are experiencing financial difficulties and may not be able to make payments to your account.

9. Lost or stolen cards

- (a) You must tell Nationwide immediately by telephone on **(08457) 99 22 22** if you are in the UK, or **(+44) 2476 438996** if telephoning from abroad, (both 24 hours), if:
 - (i) your card is lost or stolen; or
 - (ii) someone else knows your PIN;
 - (iii) you think someone else may be using your account without your permission;This can be done through a card protection scheme. If you tell us by telephone, we will normally ask you to confirm what you tell us in writing within seven days to:
Nationwide Building Society, Credit Card Services, PO Box 8738, Wigston, LE18 9BG. Once you have told us we will take whatever steps we consider appropriate to protect your account. This can include cancelling your card and any cards issued to an additional cardholder. Unless you or we decide to close your account, we will send you a new card and PIN, if necessary, should any of the above happen.
- (b) If any of the above occur and we want to investigate what happened then you must help us. You must also allow us to pass on information to the police and other organisations likely to be affected by what happened.
- (c) You must never use a card if you have reported it lost or stolen if you then find it or someone returns it to you. If you do find your card you must destroy it securely by cutting through the signature box, magnetic strip and Chip.

10. Replacement cards

We will send you a new or replacement card and PIN when it is necessary, unless you have not kept to these conditions or the agreement has been cancelled by you or us. These conditions apply to any new or replacement card or PIN we issue you with. You can tell us not to renew your card at anytime by contacting us by phone, in writing or by the secure messaging facility on the Internet Bank.

11. Changing personal details

You must tell us immediately if you change your name, address, telephone number or e-mail address or if any additional cardholder changes their name. If you tell us by telephone we may ask you to confirm what you have told us in writing. You should also tell us if your personal circumstances change.

12. Credit checks

We may make periodic searches within Nationwide, at credit reference agencies and fraud prevention agencies to manage your account with us, to take decisions regarding credit, including whether to make available or to continue or extend existing credit or to issue a replacement card. The searches will not be seen or used by lenders to assess your ability to obtain credit.

13. Closing your account

- (a) At any time during this agreement either you or we can close your account by telling the other. We will give you reasonable notice before we do so.
- (b) If your account is closed you must securely destroy all the cards we have issued on your account by cutting through the signature box, magnetic strip and chip, and repay everything you owe us under this agreement.

14. General

- (a) We, or anybody we appoint, may record or monitor telephone calls in order to avoid possible misunderstandings and help maintain customer service.
- (b) You can only hold one Nationwide credit card at any time. If you wish to transfer to another Nationwide credit card and you meet the necessary criteria for that type of card, we may agree to transfer the outstanding balance of your current card to your new Nationwide credit card. These terms and conditions, as varied from time to time, will continue to apply to your account.
- (c) We will try our best to make sure you can use your credit card at all times but we will not be responsible if an event beyond our reasonable control prevents us from doing so. For example, if you want to pay someone using your credit card but they refuse to let you do so or want to withdraw cash from a cash machine which is not working, we will not be liable. It would also include situations such as strikes and systems or communications failure.
- (d) We may, without giving you notice beforehand, transfer our rights under this agreement to someone else. This agreement will then apply to them in the same way as it applied to us. However, you cannot transfer your rights under this agreement to anybody else.
- (e) If you have a claim against us or anybody you paid using your credit card you cannot offset the amount of your claim against anything you owe on your account, subject to any legal rights you may have.
- (f) This agreement is subject to English law.

15. Varying your agreement

- (a) In addition to those changes we can make in clause H, we can also make other changes to this agreement, or to any services provided under it, without getting your agreement provided we give you reasonable notice. These changes may be personal to you and based on a number of factors such as increased or decreased credit risk and the way you use your account. For example we may reduce the number of days between the statement date and the payment date if you always pay off your balance in full.
- (b) We can tell you of any change we decide to make by putting notices in our branches, in the press or by writing to you, for example by telling you on your monthly statement. We will tell you what the change is and when it will take effect. We will always follow any legal requirement about how and when to tell you. If it is not possible or practical to tell you before the change happens we will tell you as soon as we can after the change takes effect.
- (c) If we decide to temporarily ignore or relax the conditions of this agreement, for example by allowing you more time to pay or paying less than the minimum, we will not be prevented from enforcing our rights against you under the agreement in full at any time.
- (d) If any of these conditions or a part of them becomes invalid because it is found to be unfair, unenforceable or for any other reason all other conditions or other parts of the affected conditions will remain fully valid. We can also treat any conditions or parts of them which are found to be unfair or unenforceable as being changed so they are fair and enforceable.
- (e) We may apply the ongoing interest rate to introductory rate balances before the end of their introductory periods, if you do not make at least your minimum payment by the payment due date, or if you exceed your credit limit at any time.
- (f) If you have taken out our Payment Protection Insurance and you have claimed a benefit from this insurance we may restrict or prohibit the use of your credit card.

You can order all our publications in large print, Braille, audio cassette or CD. Your local branch will arrange this for you or you can contact us on **08457 30 20 10**.

If you have hearing or speech difficulties and are a textphone user, you can call us direct in text on **0800 37 80 01**. We also accept calls via BT TypeTalk. Just dial **18001** followed by the full telephone number you wish to ring.

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