

# Current account agreement

# Nationwide Current Account Agreement

We strongly advise you to read all the terms of this agreement as you will be legally bound by them whether or not you choose to read them. Applications only accepted from residents of the United Kingdom.

## **Meaning of Words and Expressions**

In these terms the following words and expressions have the following meanings:

"account" means your FlexAccount or Cash Card Account which is either in your own name or held jointly with somebody else;

"card" means the card we issue on your account which may be a debit card with a cheque guarantee facility, a cheque guarantee card or a cash card;

"EEA" means European Economic Area and the list of countries can be found on our website;

"month" means calendar month;

"our/us/we" means Nationwide Building Society, Head Office, Nationwide House, Pipers Way, Swindon, Wiltshire, SN38 1NW;

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

"working day" means Monday to Friday, excluding Saturday, Sunday and Bank Holidays;

"website" means our website at **nationwide.co.uk**;

"you/your" means the FlexAccount or Cash Card Account holder(s).

This agreement is in two parts; where we are required to give you advance notice of changes for Part I it will be 30 days' notice and for Part II it will be two months' notice.

## Part I

### **Account holding and ownership**

1. Your account is a share of Nationwide Building Society. It will give membership rights to the account holder(s). We will ensure your membership will continue if you are overdrawn up to an authorised limit. Your membership may be withdrawn if you overdraw without agreement or exceed an authorised overdraft. By opening an account you agree to be bound by both our Rules and these terms. A copy of the Rules is available from any of our branches or on our website.
2. You must be 18 or over to apply for overdrafts, other credit facilities, a cheque guarantee and debit card.
3. For joint accounts you are both responsible for the account. For both authorised and unauthorised overdrafts we can seek repayment from either account holder regardless of who made the transactions creating the debt.
4. On the death of an account holder (other than a nominee or trustee) the balance in the account together with interest and any bonus will be paid to their personal representatives without notice or loss of interest. On the death of a joint account holder, the account will belong to the survivor.
5. The accounts can only be opened by individuals and must not be used for business purposes.
6. As a joint account holder these terms apply to you individually and jointly with the other account holder(s).

7. We may register information about you and the conduct of your account with one or more licensed credit reference agencies. This registered information is only used to make lending decisions, prevent fraud and to trace debtors.
8. Your account can be operated using a valid UK Power of Attorney or Court of Protection Order or Curator Bonis (Scotland). Your account facilities will be limited in these circumstances.

### **Deposits, withdrawals and interest (excluding cheques)**

9. Cash and automated credits deposited into the account will be available for withdrawal immediately and interest will be earned from the date of deposit. There may be a delay of one working day if deposits are made at a Nationwide cash machine. We will credit your account with the amount which has been verified and accepted by us when we check the deposit.
10. (a) We will pay interest on your credit balances at the rate(s) we set. We may pay different rates of interest to members who pay set minimum amount(s) into their account each month (excluding credits from another Nationwide account). All interest rates are available from any of our branches or on our website.  
(b) We will deduct income tax at the lower rate from any interest paid unless you are an eligible non-taxpayer and have completed an HM Revenue and Customs form R85 for interest to be paid gross (without tax deducted). On a joint account interest can be paid net (with tax deducted) to one account holder and gross to the other provided there are no more than two joint account holders. If you pay income tax at a higher rate, you will have to pay any additional tax on your interest.
11. We will debit your account with:
  - (a) all payments authorised by you;
  - (b) withdrawals using your card;
  - (c) cheques paid into the account that are later returned unpaid;
  - (d) any charges and/or overdraft interest that you have to pay in accordance with the scale applicable at the time you incur the charge. You can ask us for the latest scale of charges at any time and they are available on our website or in branches.
12. When you use a cash machine the machine provider may make charges over which we have no control.
13. Your entire balance may not be available for withdrawal in circumstances where:
  - (a) there are uncleared funds in your account;
  - (b) there are payments which are pending on your account;
  - (c) it would be unlawful for us to allow the withdrawal.

### **Cheques**

14. Banking of cheques for payment will at all times be subject to the rules, and clearing processes, of any cheque clearing system(s) used by us. The central clearing cycle is normally three working days. There are three elements in the cheque clearing cycle:
  - (a) clearing for interest (when we start paying interest from on any cheque you deposit with us);
  - (b) clearing for withdrawal (when we will allow you to withdraw against any cheque you deposit with us);

- (c) clearing for certainty (when you can be certain that we will not debit any cheque you deposit with us which is returned unpaid without your permission (unless you are a knowing party to fraud)).

The date of each of the above three elements is detailed below.

	<b>Interest paid from:</b>	<b>Withdrawals allowed from:</b>	<b>Certainty from:</b>
Cheques deposited into Cash Card Account and "cheque book and/ or cash card only" FlexAccounts	The start of the second working day following the day of deposit.	The start of the fourth working day following the day of deposit.*	The end of the sixth working day following the day of deposit.*
Cheques deposited into all other FlexAccounts	The start of the second working day following the day of deposit.	The start of the third working day following the day of deposit.*	The end of the sixth working day following the day of deposit.*

\* For withdrawals and certainty, if a cheque is paid into the account on a Saturday, Sunday or a Bank Holiday then the day of deposit will be the next working day.

Certainty applies from the end of the sixth working day (11.59 pm) following the day of deposit. Although the Society will allow you to withdraw against cheques as shown above, this does not mean that the cheque has cleared for certainty. Cheques can be returned unpaid before certainty and if so, will be debited from your account.

15. If you wish to stop a cheque you must contact us immediately.
16. Cheques are valid for six months from the date of the cheque.
17. Cheques must only be written in sterling and should not be post dated.

### **Cheque guarantee facility**

18. If your card has a cheque guarantee facility it must only be used by you when the name on the card matches the name on the personal cheque.
19. The guarantee that your card provides is only valid for Nationwide cheques drawn on your account up to the guarantee limit and signed in the presence of the person you are paying. You must ensure the person you are paying writes the card number on the reverse of the cheque. No more than one guaranteed cheque can be used for any one transaction.
20. The card does not guarantee cheque transactions outside the United Kingdom, Channel Islands and the Isle of Man.
21. The cheque guarantee facility does not entitle you to overdraw your account or exceed a previously authorised overdraft limit. Cheques guaranteed with your card will be debited from your account and cannot be stopped. Suspension or cancellation of the card does not affect our right to debit your account with the amount of any cheque(s) that have been guaranteed - whether payment has been stopped or not, or whether the cheque is technically irregular.

### **Overdrafts**

22. Any authorised overdraft can be immediately reduced or withdrawn by us and all overdrafts are repayable on demand. This is the case even if we have indicated to you that the overdraft will be available to you for a certain period. We will aim to give you at least 14 days' notice before reducing or withdrawing your overdraft or demanding repayment.
23. If you ask us for an overdraft or to increase an existing overdraft, we may carry out searches with licensed credit reference agencies before deciding to grant you one.
24. Interest will be charged on overdrafts at our current rates which may be varied from time to time. Where a change is to your benefit, we may do so immediately. If the change is to your disadvantage, we will give you not less than seven days' advance notice. In both cases we will inform you as set out in the "Communication" section of this agreement. Interest will be calculated on a daily basis on the overdrawn balance outstanding and debited from your account monthly. Any interest debited will be added to the overdrawn balance outstanding. Individual transactions become part of your overdrawn balance on the day they are added to your account.
25. If withdrawals or payments made from your account create an unauthorised overdraft, your account must be brought back into credit immediately.
26. If full settlement of any unauthorised borrowing is not made within 28 days from the date we issue a Notice of Formal Demand, we reserve the right to register the account as "defaulting" with one or more licensed credit reference agencies.
27. Where we seek County Court intervention to recover outstanding overdrafts, interest will continue to be charged at our current rate (which may be varied in accordance with the "Changes to the terms of this agreement, interest rates and charges" section below) up to and including the date of judgement. Following judgement the debt may continue to attract interest at a rate set by the Court.
28. We may, without notice, combine two or more of your accounts or set off any debit balance on one account held by you with us against a credit balance on another such account. We will only do this where we have previously requested repayment of sums owed by you and you failed to meet this request. In such a situation, we will provide notification to you after we have set off or combined two or more accounts.

### **Credit checks**

29. An "association" between the joint applicants and/or any individual identified as your financial partner, will be created at credit reference agencies, which will link your financial records. This association, and any others that either of you may have, will be taken into account in all future applications by either or both of you. This linking will continue until one of you successfully files a "disassociation" at the credit reference agencies.
30. 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. The searches will not be seen or used by lenders to assess your ability to obtain credit.

## Mini statements and balance enquiries

31. If you have a Cash Card Account or a FlexAccount with only a cheque guarantee card or only a cash card:
- requests for mini statements and balance enquiries cannot be made at a Nationwide branch counter;
  - requests for mini statements and balance enquiries can only be made at a cash machine (mini statements are available from Nationwide cash machines only) or by using the Internet Bank or Telephone Self Service, for which you must be registered. For further information on registering for these services please see our website or contact your branch.

## Part II

### Payment Services

32. The following are examples of the main payment services you can carry out on your account:

- pay in and withdraw money;
- set up regular payments such as standing orders and Direct Debits;
- transfer money between certain Nationwide accounts;
- make electronic payments such as CHAPS and SWIFT;
- if you have a card with debit facilities, you can use it to pay for goods and services e.g. in shops, online and over the phone.

### Making payments

33. (a) Before we can act on your instructions to make payments or withdrawals, we will require your consent and may require proof of identification. How we obtain your consent may include the use of passwords, cards, card readers, PINs or encryption devices and card verification.
- (b) When making payments, the following information is required from you about the company or person you are paying:
- For automated payments as detailed in the table below, and CHAPS payments, the sort code, account number and, if applicable, reference. In addition, for CHAPS payments you must give us the bank's name and address.
  - For SWIFT payments, you must give us the bank's name and address, sort code, account number, SWIFT Bank Identifier Code (BIC) or national bank code, if the payment is within the EEA, International Bank Account Number (IBAN) and, if applicable, reference.
- (c) For purchases or transactions at a cash machine using your card, you will usually be asked to enter your PIN. For purchases, you may alternatively be asked to sign a sales voucher.
- (d) If you give us the wrong account details for a payment as detailed in (b) above, we will try to recover the funds for you if you ask us to, but we may charge you for doing so.
34. The following table details when payments can be made, when they are received and how they can be cancelled.

Payment Type	When we can accept your payment instructions	When payments usually arrive	How to cancel your instruction
<b>AUTOMATED PAYMENTS</b>			
Internal transfers to Nationwide accounts	At any time using the Internet Bank and Telephone Self Service. During opening hours at a branch.	Immediately.	You cannot normally cancel a payment after we have accepted your instruction.
Bill Payments, standing orders and Direct Debits	For Bill Payments and standing orders at any time using the Internet Bank and Telephone Self Service, or during opening hours at a branch. If we receive your instruction after 6.30pm it will be processed the following working day. To set up a Direct Debit you must complete an instruction form with the organisation you are paying. Payments are made on working days only. Payments due to be made on a weekend or Bank Holiday will be sent on the next working day.	Payment normally arrives within three working days.*	You can cancel the payment on the working day before it is due to leave your account. For Direct Debits, you must also contact the company or person you are paying should you wish to cancel the payment.
<b>CHAPS and SWIFT PAYMENTS</b>			
CHAPS - payments within the UK	During opening hours at a branch. For same day payments we must receive your instruction by 1.00pm on a working day.	Payment normally arrives on the same working day.	You cannot normally cancel a payment after we have accepted your instruction.
<b>Payment Type</b>	<b>When we can accept your payment instructions</b>	<b>When payments usually arrive</b>	<b>How to cancel your instruction</b>
SWIFT - payments outside the UK	During opening hours at a branch. For same day payments we must receive your instruction by 1.00pm on a working day.	Payment normally arrives within three working days for EEA countries. Other countries may take longer.	You cannot normally cancel a payment after we have accepted your instruction.

CARDS WITH DEBIT FACILITIES			
Purchases	You can use your card to pay for goods and services at anytime.	Payment will be deducted from your account on the day we receive the request from the retailer's bank and they will receive it within three working days.	You cannot stop a card payment, but a retailer or supplier may make a refund.
* The Faster Payment option might be available on some accounts. Where this is the case, payment will normally arrive within two hours of being sent. You will be told at the time you make the payment if this option is available.			

35. If you receive a refund on any of the transactions listed above, we will pay the amount of the refund into your account when we receive it.
36. You remain liable to make a payment even if we cannot debit your account due to it being closed; machine, data processing or transmission link failure; industrial dispute; or any other factors outside of our, our agents' or subcontractors' control.
37. (a) If you carry out a transaction using your card in a currency other than sterling, it will be converted into sterling on the day the transaction is processed by our card scheme provider at their wholesale rate of exchange, which may vary daily. The daily rate of exchange for EEA currencies is available on our website.
- (b) Any charges incurred by us on your behalf from our card scheme provider or other body or institution may be passed on to you. Details of these charges and how they will be applied are available on our website or from your local branch.
38. If we change your card number and/or expiry date and you have used your card number to set up regular payments on your account, you will need to notify the organisations concerned. If you wish to stop a regular payment you should contact the organisation you are paying to request this.
39. Payments (Direct Debits, cheques, standing orders or Bill Payments) from your account will only be made if there are enough cleared funds available in your account. Different payments require cleared funds to be in your account at different times. Details of when you will need cleared funds in your account to meet a particular payment are available on our website or from your local branch.
40. Direct Debits on your account may become dormant if they are not claimed for a period of time. Dormancy periods vary and are set by the organisation you are paying by Direct Debit. If the Direct Debit has not been claimed for the dormancy period, usually 13 months, we may remove the Direct Debit record from your account unless the company or person you are paying has requested otherwise.
41. Payments into and out of the account can only be made in sterling.

### Limits

42. Limits apply to:
- (a) the amount that may be paid by the methods detailed in the above table;
- (b) the amount you can withdraw at a cash machine or Nationwide branch counter;

- (c) the amount that you can withdraw from your account each day.

For details of these limits see our website or contact your local branch.

### Security

43. (a) The care of your cheque book, cards, PINs, statements and other security information is essential to help prevent fraud and protect your accounts. Please make sure that you follow the steps given below:
- (i) always take reasonable steps to keep your card and cheque book safe and your PIN, password and other security information secret at all times;
- (ii) you must memorise your PIN immediately and destroy the notification promptly on receipt. You must keep your PIN secret. You must not tell anyone your number not even our staff or the police. You should never write down your PIN;
- (iii) if you have difficulty remembering your PIN, you can change it to one you find easier to remember at any of our cash machines;
- (iv) if you fail to receive a bank statement, card statement or any other expected financial information, contact us immediately;
- (v) you should check statements regularly and alert us to any irregularities;
- (vi) do not keep your cheque book and cards together;
- (vii) where you use the Internet Bank, you need to ensure that your computer is set up correctly and has the right hardware, operating system and browser.
- (b) For your added security and to reduce the risk of card fraud, you may be invited to register for our card provider's security scheme(s) when you use your card to make purchases over the internet at participating organisations. If you do not register, you may not be able to make purchases from participating organisations via the internet until you have successfully registered.
- (c) Any cash machine may retain your card following the repeated keying of the wrong PIN or a technical failure. We accept no liability for any loss if your card is retained or you experience a technical failure.
- (d) You must tell us straightaway if you change your name, address, telephone number or email address (if we communicate with you in this way).
44. You must tell us as soon as possible, by contacting your branch (during opening hours) or call us on **08457 30 20 10** (24 hours) in the UK or **+44 1793 656789** from outside the UK, if:
- (a) your card or cheque book is lost or stolen;
- (b) someone else knows your PIN;
- (c) you think someone else maybe using your card, cheque book or PIN without your permission.
45. If cards reported lost or stolen are later found or returned you should destroy them.

### Stopping transactions on your account

46. All cards issued by us remain our property and must be returned on demand. We can suspend or cancel your right to use cards and PIN(s) at any time without notice where we believe that it is necessary for your and/or our protection, for example where we suspect the card is being used for fraudulent purposes or where you have breached a term of our agreement with you. If we are

unable to inform you before we do this, we will inform you immediately after. In situations where we consider that urgent action is unnecessary, we will give you at least seven days' notice before we exercise our right to suspend or cancel your right to use cards and PIN(s).

47. You cannot use your card for illegal purposes. If you do then we may restrict, suspend or cancel the use of your card immediately.
48. (a) We may refuse to carry out any transaction on your account that you might request if:
- (i) we reasonably believe that you did not give us the instruction;
  - (ii) we reasonably suspect fraudulent activity;
  - (iii) your instructions are unclear, incomplete or the recipient's details are incorrect (as set out in the "Making Payments" section above);
  - (iv) it might cause us to act contrary to a law, regulation, code or other duty which applies to us;
  - (v) it would cause you to exceed any limit or restriction which applies to your account (such as a daily cash withdrawal limit from cash machines). When deciding if you will exceed any limits or restrictions we will calculate the available funds in your account and may consider:
    - any outstanding card transactions;
    - any authorisation given for a future card transaction;
    - any funds that we reasonably believe to have been credited or debited to or from your account.
- (b) Where we have refused to carry out your transactions that occurred within the EEA, we will notify you within three working days by showing the refused transaction as a credit and debit of the same amount on the same day on your statement, which will be made available to you through the Internet Bank, Telephone Self Service and our cash machines. We will not notify you if we believe that doing so would compromise security or would otherwise be unlawful.
- (c) Information about the refusal and, if possible, our reasons for the refusal along with information on how to correct any factual errors that led to the refusal can be obtained by calling us.

### **Unauthorised payments**

49. (a) To dispute a transaction that you do not recognise, or you do not believe that you carried out, and to claim a refund you will need to contact us as soon as possible but no later than 13 months from the date it was debited from your account and we will investigate the dispute and notify you of the outcome. To notify us of a disputed transaction you should report it to your branch (during opening hours) or call us on **08457 30 20 10** (24 hours).
- (b) To dispute a transaction where the exact amount was not specified and you are disputing the amount taken from your account, you may be entitled to a refund if the transaction occurred within the EEA. An example of this type of transaction is when you use your card to authorise the reservation of a hotel room. For us to consider a refund you must contact us within eight weeks from the date the funds were taken from your account and provide us with as much information as we require to investigate your claim for a refund. We will not refund you if:

- (i) you agreed to the amount being taken;
- (ii) the amount that would be taken was provided or made available to you at least four weeks before it was debited from your account;
- (iii) the amount you are disputing has arisen because of the fluctuation in the exchange rate, or charges passed on by us from our card scheme provider.

50. If we have to take action against another party as a result of a transaction on your account, you must assist us and provide all available information to enable us to pursue this action.

### **Liability for losses**

51. (a) If we are liable for any losses due to a delay or error by us in carrying out your instructions to make or stop a payment, or for unauthorised payments our liability will be limited to:
- (i) the amount of such payment; and
  - (ii) the amount of any interest you do not receive or any interest and charges you have to pay directly as a result of such delay or error.

If our liability is established we will refund the above amount immediately.

- (b) We shall not be liable in any way if your card is not honoured by a third party.
- (c) Your maximum liability for unauthorised transactions is £50 before you report the items lost or stolen. You may be liable for all losses incurred if you have acted fraudulently or you have failed to take any of the steps listed in the "Security" section of this agreement.

### **Changes to the terms of this agreement, interest rates and charges**

52. We may make changes to the terms in Part I of this agreement. If the change is to your benefit, we may make it immediately and inform you as set out in the "Communication" section of this agreement. If the change is to your disadvantage, we will tell you about it personally not less than 30 days in advance to allow you to close or switch the account without charge.
53. We may make changes to the terms in Part II of this agreement and we will give you not less than two months' personal notification before the change takes effect. You have the right to close or switch your account without charge before the date any changes come into effect. If you do not close your account you will be treated as having accepted the changes.
54. (a) We may change the rate of interest that we pay on your account and will normally do so for one or more of the following reasons:
- (i) to reflect changes in general interest rates, including the interest rates or terms on which similar accounts are offered by other providers of financial services;
  - (ii) to reflect any changes or anticipated changes in law, regulations or codes of practice or to respond to a decision by a court, ombudsman or regulator;
  - (iii) to reflect changes to our costs, including administrative costs, costs involved in providing services or facilities or changes in the costs to us of borrowing funds;
  - (iv) to reflect any changes in ownership or re-organisation due to a merger or acquisition;
  - (v) to maintain our financial strength for the benefit of all our members.

(b) Where the change to the interest rate we pay on your account is to your disadvantage we will give you not less than two months' personal notification before the change takes effect. You have the right to close your account without charge before the date any changes come into effect. If you do not close your account you will be deemed to have accepted the changes. If the change is to your benefit we may make it immediately and inform you as set out in the "Communication" section of this agreement.

55. If we increase any charge or introduce a new charge relating to your account, we will notify you before any change comes into effect.

(a) For changes to charges for payment services this will be not less than two months' personal notice.

(b) For changes to all other charges this will be not less than 30 days' notice and we will inform you as set out in the "Communication" section of this agreement.

For details of both types of charges see our website or contact your local branch.

### **Cancellation and closure**

56. If after opening the account you change your mind, you can have your money returned without loss of interest, provided that you tell us of your intention within 14 days from the date the account was opened. You must repay all the amounts you are liable for under this agreement within 30 days of notifying us of cancellation.

57. You or we can choose to close your account by terminating this agreement. If we choose to terminate this agreement we will give you not less than two months' notice. You can terminate this agreement at any time by telling us.

58. If you close your account by terminating this agreement, please note that for operational reasons, any payment that is due to be made from your account within five working days of our receipt of your notice may still be made unless you have specifically cancelled the payment instruction relating to it, giving the required amount of notice. If you terminate this agreement, all obligations that you have to us in relation to money that you owe to us (including the payment of interest at the agreed rate and any charges) will continue to apply until you have repaid all of that money to us.

59. If you breach any terms of this agreement we may close your account by giving you not less than 30 days' personal notification.

60. We may close your account immediately in exceptional circumstances. These might include a legal obligation to close the account or threatening or abusive behaviour towards our staff.

Nationwide Building Society  
Head Office, Nationwide House  
Pipers Way, Swindon, Wiltshire  
SN38 1NW.

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### **Communication**

61. When we give you notice, we will do so in one or more of the following ways:

- (a) by writing to you;
- (b) by display in our branches;
- (c) by display on our website;
- (d) by advertising in the press;
- (e) by telephone or in person;
- (f) by secure message or notice within the Internet Bank;
- (g) any other way that is reasonable and appropriate at the time.

You need to ensure that your computer is set up correctly and has the right hardware, operating system and browser for email and the Internet Bank.

62. (a) A statement will be available each month and you can choose how you receive this statement, which may be:

- (i) on the Internet Bank;
- (ii) by post.

(b) Information on individual transactions is available on request or on the Internet Bank or you can request a mini statement from any Nationwide cash machine.

63. This agreement is governed by English Law and the language we will use in our communications will be English.

### **If you're not happy**

64. We have a complaints procedure and for more information, or to make a complaint, please:

- (a) visit our website and click on the option 'Contact us';
- (b) phone **08457 30 20 10**; or
- (c) visit one of our branches.

If you are not satisfied with the way we have dealt with your complaint, you may refer the matter to the Financial Ombudsman Service.

Nationwide Building Society is authorised and regulated by the Financial Services Authority under registration number 106078. Overdrafts are not regulated by the Financial Services Authority.

You can check this on the FSA's register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on **0845 606 1234**.