

# FlexBasic Terms and Conditions



Building Society

## About us

**Nationwide Building Society** is a mutual, which means we're a business that's owned by our members and run for their benefit, with no shareholders to satisfy in the way that banks do. By opening a FlexBasic **account** with us, you'll become a member of Nationwide Building Society. You can find out more information about being a member by looking at our membership rules, which you can get a copy of by asking in branch or looking on our website.

## About our charitable assignment scheme

Since 3 November 1997, those customers who have become members of Nationwide on opening an **account** have been required to sign up to our charitable assignment scheme. When your **account** is opened you will become legally bound by our charitable assignment scheme. This means:

- you will become a member of The Nationwide Foundation if you are not a member already. The Foundation is a registered charity and is a focus for our charitable giving.
- you agree with us and with the Foundation to assign to the Foundation your rights to any windfall benefits (e.g. money or shares) you might otherwise have received in the unlikely event that we transfer our business to a company.

The terms binding you to the scheme are set out under the heading "Charitable Assignment" at the end of the terms and conditions for your **account**.

## Charitable Assignment

In this charitable assignment section:

"**Society**" means Nationwide Building Society and, if it merges with any other building society, includes such other society, "**conversion benefits**" means any benefits under the terms of any future transfer of the **Society's** business to a company (i.e. on conversion or takeover) except the statutory right to have shares in the **Society** (including any balances on share accounts) converted into deposits with the company.

**THE FOLLOWING WORDING APPLIES TO YOU UNLESS:**

- (1) **YOU WERE A MEMBER OF THE SOCIETY ON 2 NOVEMBER 1997 AND HAVE CONTINUED TO BE A MEMBER EVER SINCE THAT DATE; OR**
- (2) **YOU FALL WITHIN A SPECIAL CATEGORY OF PERSONS TO WHOM OUR CHARITABLE ASSIGNMENT SCHEME DOES NOT APPLY.**

By applying to open an **account** after 2nd November 1997, you also apply to be a charity member of The Nationwide Foundation ("the Foundation") unless you are already a charity member.

**You agree that, if:**

- the **account** is opened by the **Society** and you are or become a charity member of the Foundation; and
- the **Society** subsequently enters into an agreement to transfer the whole of its business to a company, you will assign to the Foundation (or any charity (ies) nominated by it, but to no other person) all rights to or in connection with any **conversion benefits** to which you would otherwise become entitled as a member or depositor at any time before, or within two years, after your membership of the **Society** comes to an end.

**You make this agreement:**

- (a) with the **Society** (acting for itself and for the benefit of the Foundation), in return for the **Society** opening the **account** you are applying for, and you acknowledge that the Foundation may enforce the benefit of your agreement with the **Society** under the Contracts (Rights of Third Parties) Act 1999; and with the Foundation directly, in return for the Foundation granting you charity membership (if you are not already a member).

**This agreement means that, without any further notice to you:**

- the **Society** may make over to the Foundation (or to any charity(ies) nominated by it) any such **conversion benefits**; and
- the Foundation may exercise all your rights in relation to any such benefits.

You understand that this agreement is irrevocable and cannot be amended or varied without the consent of both the **Society** and the Foundation and that neither the **Society** nor the Foundation will release you from this agreement.

You understand that (except in the case of any class of person where the **Society** considers this to be inappropriate) the **Society** will require on behalf of itself and the Foundation that all applicants for share and mortgage accounts agree to the above condition (or a condition having substantially the same effect), unless the **Society** decides and announces by press release that it is no longer in the best interests of the **Society** to do so generally on a continuing basis. Any such decision by the **Society** would not have retrospective effect and you would continue to be bound by the above condition.

# FlexBasic Account Terms and Conditions



Building Society

## How this document works

This document contains important information to help you understand the key features of the FlexBasic account and to understand whether this account is right for you. It contains the terms and conditions for the account – there is also the Current Account Interest Rates and Charges leaflet, which has the charges that apply to your account. Together with the ‘How to use your account’, and ‘Words we use’ sections, these form the legal agreement between us. This means that each of us will do what we say in the agreement. You can ask us for additional copies of these documents at any time. We strongly recommend that you read the agreement as you will be legally bound by all the terms whether or not you read them.

Throughout this document you’ll see words in **bold print**, you can find out what these words mean in the ‘**Words we use**’ section at the back of this document.

When we say ‘Nationwide’ or ‘we’ or ‘us’ or ‘our’ in this document we mean Nationwide Building Society and when we say ‘you’ or ‘you’re’ or ‘your’ we mean you our member.

## If you change your mind

If you change your mind after you have opened the **account** and decide that you don’t want it, you can close your **account** and have your money returned as well as any **interest** you have earned provided you tell us that you want to close your **account** within 28 days of opening it by sending us a secure message in **Internet Banking** or in any **branch**. You must repay all the amounts you are responsible for under this agreement within 30 days of notifying us of cancellation. If you don’t close your **account** during the cooling-off period, you can still close your **account** at any time (see the ‘**Closing the account**’ section for more details).

## If you have a joint account:

- As a joint account holder these terms apply to you individually and jointly with the other account holder(s).
- Please remember that while many people find joint accounts useful and convenient, there are some things you need to be aware of:
  - a) all funds in the **account** belong jointly to the account holders so each of you is entitled to withdraw all of the money in the **account**, obtain any information about the **account** or give us any other instruction in respect of the **account**, even if your relationship breaks down (including divorce and separation) – this means that any one of you may withdraw all the money in the **account** unless one or both of you ask us to stop this from happening;
  - b) if a joint account holder dies, the other account holder is entitled to all of the money in the **account** and the **account** will stay open in their name;
  - c) unless the **Law in the UK** says differently, we will not be concerned about how you divide the money in the **account**;
  - d) the order your names appear on the **account** is important because although you will both be members of Nationwide, only the first named **account** holder may be eligible to vote at our Annual General Meeting;
  - e) you will have joint and several liability for the **account** – this means you are both responsible for the **account** so that if the **account** is not managed properly, we can ask both or either of you to repay anything you owe us, regardless of who made the transactions.

## Your account

### Interest on money in your account and charges

1. You will not receive any interest on the money in your **account**.
2. Our Current Account Interest Rates and Charges leaflet sets out our charges. Our charges are available from any of our **branches**, on our website and in our Current Account Interest Rates and Charges leaflet.
3. You may have to pay other taxes or costs which are not paid through us or charged by us.

## Statements and information about your account

4. We will provide or make available details of all amounts paid into or out of your **account**. We will normally provide you with a **monthly statement** where there have been transactions out of your **account**. However, you can ask us to make a **statement** available to you instead in which case we won't automatically provide you with a **monthly statement** unless you ask for one (you can also request a mini statement from any **Nationwide cash machine** in the UK). You can normally choose whether to receive **statements**:
  - a) through the **Internet Bank** (known as paperless **statements**); or
  - b) by post.You'll need to give us your email address and be registered for **Internet Banking** if you want paperless **statements**.
5. If you change your mind about how you want to get your **statement**, you can tell us at any time.
6. For joint accounts, going paperless means we will no longer provide paper **statements** on the **account** to either of you. The **statement** will be provided through the **Internet Bank**, and an email will normally be sent to your nominated email address. We will only produce one **statement** addressed to both of you and stating the first named account holder's address (unless you ask us otherwise). We won't change statements provided through the **Internet Bank**.
7. For Joint accounts, if you receive paper **statements**, we will only send one **statement** addressed to both of you to the first named account holder's address (unless you ask us otherwise). If you are registered for **Internet Banking**, the **statement** will also be provided through the **Internet Bank**.
8. We may provide services as part of your **account** through our **Banking app**, which can give you insights into your spending, based on your **account** activity and could help with managing your money. Please see our **Banking app** terms and conditions for more information.

## Business Use

9. The **account** is for personal use and it cannot be used for business purposes.

## Your obligations

### Taking money out of your account

10. To ensure that you can always pay for things you want, it's important that you make sure you have enough money available to use before you ask us to make a payment.
11. If you want to take money out of your **account**, you'll need to tell us that's what you want to do. This is called giving your consent; how you give us your consent depends on how you want to take money out of your **account**, and we'll tell you how to do this later in this document.
12. We will also need to identify you in line with our requirements at the time.
13. We have limits that apply to payments you can make from your **account**, and to the amount of money you can take out of your **account** at cash machines or in **branch**.
14. You can make payments, **card** purchases or withdrawals from your **account** where you have enough money available to use. There's more information about this later in this document.
15. To meet legal and regulatory requirements, we (and any financial institutions we may use to help us make the payment) may carry out checks before payments are made or incoming payments are applied to your **account** with a view to preventing financial crime. Occasionally this may lead to a delay in a payment being sent or applied to your **account**. In some circumstances we may not be able to make the payment or apply an incoming payment to your **account**. We will always tell you if this is the case unless it would be unlawful to do so. We will not be responsible for any loss that results from this.
16. We can make the following deductions from your **account**:
  - a) payments you ask us to make (for more details on how to make payments see the '**i've got a question about payments out of my account**' section below);
  - b) purchases and withdrawals using your **card**;
  - c) **cheques** paid into your **account** which are later returned unpaid;
  - d) any charges that you have to pay;
  - e) where a payment into your **account** is recalled – there are more details about this later in this document;
  - f) where we are required by **Law** to do so.

### Taking care of your account

17. It is important that you take all reasonable precautions to take care of your **statements, cards, PINs**, security codes, security devices and other **account** information and security details to help prevent fraud and protect your **account**. You should follow any instructions we give you in connection with your security details and in particular:
  - a) always take reasonable steps to keep your **card** safe and sign it as soon as you receive it;
  - b) keep your **PIN**, password, security codes (passcodes generated by your card reader and One Time Passcodes (OTPs) sent to you) and other security information secret at all times. You should not tell anyone, even us or the Police, what your security details are.

- c) if you have difficulty remembering your **PIN**, you can change it to something more memorable at any **Nationwide cash machine**;
  - d) if you register your **card** details in an e-wallet or on a device such as a mobile phone you must take reasonable precautions to keep them, and any security codes and other security information which relates to them e.g. your phone passcode or fingerprint stored in your phone, safe and to prevent fraudulent use of them. You should not store anyone else's fingerprint or other biometric means of identification in your device if that fingerprint/other biometric identification can be used to authorise a payment or access your **card** details. We will treat a payment authorised by any fingerprint/other biometric identification held in your device as being authorised by you.
18. You must let us know as soon as you can by telling us in **branch** (during opening hours) or by calling us 24 hours a day on **08000 55 66 22** (or **+44 1793 65 67 89** if you are calling from outside the UK), if:
- a) your **card** is lost or you think it might have been stolen;
  - b) you think someone else knows your **PIN**;
  - c) you think a payment has been made incorrectly or you don't recognise a payment from your **account**;
  - d) you think someone else might be using or have access to your **card, PIN**, security details, e-wallet or security device without your permission.
19. If **cards** reported lost or stolen are later found or returned you should ring us and follow our instructions.
20. You must follow any other reasonable instructions we give you to help you take care of the money in your **account**.
21. From time to time, we may ask you to provide us with information to help us meet our anti-money laundering, financial crime, sanctions and other legal and regulatory requirements. You must promptly provide any information requested. If you fail to provide this information when asked to, this may result in us delaying or refusing to process your payments or blocking all access to your **account**. We will not be responsible for any losses which may result.

## Our rights

### Stopping money being paid into or being taken out of your account

22. The **card** we give you to use with your **account** belongs to us and you must return it to us if we ask you to. If you haven't used your **account** for a significant period of time, when your **card** expires we may not replace it.
23. We can suspend or cancel your right to use **cards** (including card details in e-wallets or on devices such as mobile phones), **PIN(s)**, **Telephone Banking**, **Internet Banking** or our **Banking app** if we think it is reasonably necessary because:
- a) we are concerned about their security; or
  - b) we believe that it is necessary for your and/or our protection, for example where we suspect the **card** is being used or may be used for fraudulent purposes or in an unauthorised way; or
  - c) there is a significantly increased risk you may be unable to repay any money you owe us; or
  - d) there are UK or European legal or regulatory obligations we have to meet; or
  - e) (for **cards** in e-wallets only) where any e-wallet service you may have registered your **card** in is no longer available to you.

We'll try to tell you in advance (including reasons) unless this would compromise our reasonable security measures or it is unlawful to do this. If we're unable to tell or make information available to you in advance, we'll tell you immediately afterwards. We'll lift any suspension or send you a replacement **card** once the reason for the suspension or cancellation has ended.

### When we can refuse to act on your instructions

24. We may refuse to make a payment or allow a cash withdrawal (and we won't be responsible for any loss to you) if:
- a) you haven't met all of the conditions for making a payment in these terms and conditions;
  - b) the instruction is not clear or does not contain all the information we need;
  - c) we reasonably consider that the account details (such as account number, sort code and any reference) which you have provided to us are incorrect or do not sufficiently identify the account into which the payment is to be made;
  - d) our security controls require you to produce additional identification or prevent us carrying out the transaction (for example the payment would exceed any limits we have set) before we can make the payment;
  - e) we reasonably suspect illegal or fraudulent activity;
  - f) we reasonably consider that your **account** has been or is likely to be misused;
  - g) we reasonably consider there is a security or fraud risk on the device you have used to request the payment through **Internet Banking** or our **Banking app**;
  - h) we are ordered to do so by a court;
  - i) we might breach a **Law** if we allow the transaction; or
  - j) you do not have enough money available to use.

25. Information about the refusal and, if possible, our reasons for the refusal and information on how to correct any factual errors that led to the refusal can be obtained by calling us from the end of the next **working day** on **03457 30 20 11** (or **+44 1793 65 67 89** if you are calling from outside the UK). If you are using a **card** to make a payment or withdrawal from a cash machine, the retailer (or the organisation which owns the cash machine) will normally tell you that the payment has been refused.
26. We will have to comply with any court orders (or other instructions we are legally obliged to follow) we receive affecting your **account** such as a child maintenance order, a debt relief order or a bankruptcy order. This may mean we have to freeze your **account** and/or make deductions from it.

### Set Off

27. If you owe us money (for example on a loan, credit card, mortgage, or overdraft) and do not pay it on time, we can use any money you have in any of your accounts with us to repay or reduce the amount you owe us. This is called a right of 'set-off'.
28. This right will apply to all sums you owe to us and to any other company in our group (including The Mortgage Works (UK) plc and UCB Home Loans Ltd) unless the **Law** or other restrictions prevents it (for example, we will not exercise our right of set-off to use any money that we think you need to meet essential living expenses or certain important debts to which we must give priority or use any money you have told us isn't yours).
29. Where the **account** is in your sole name only, our right of set off allows us to take money in your **account** to pay a debt only you owe or to pay a debt that you and someone else owes us together.
30. Where the **account** is a joint account, our right of set off allows us to take money in your **account** to pay:
  - a) a debt owed to us by one or more of the account holders;
  - b) a debt owed to us by one or more of the account holders and someone else together.
31. We'll tell you at least 14 days before we exercise our right of set-off.

### If something goes wrong

If you believe that a payment out of your **account** has been made without your permission, or have any concerns about a payment you have made (such as that the payment has not reached the intended recipient or may be a scam), please **contact us immediately on 08000 55 66 22** to discuss the ways we may be able to help you.

### If money is taken out of your account without your permission

32. If you believe a payment has been made from your **account** without your permission, including payments which have been initiated by a **Third Party Provider**, you can ask us for a refund provided you contact us as set out above (under the heading 'if something goes wrong').
33. If you contact us within **13 months** of the date of the payment (and provided your **account** wasn't overdrawn when the payment was made), we will normally refund your **account** by the end of the next **working day** with the payment amount and any interest or charges you've paid as a result of that payment. To tell us about an unauthorised payment, you should report it to a **branch** (during opening hours) or call us on **08000 55 66 22 (24 hours)** or on **+44 1793 65 67 89** if you are calling from outside the UK.
34. If we later become aware that we're not responsible for the refunded payment, we'll deduct the amount of the refund from your **account**.
35. We won't make a refund if we can show that you did authorise the payment or if we reasonably suspect fraud or we can show that with gross negligence you failed to keep your **card**, security device or security information safe ('gross negligence' means that something you have or have not done was very obviously wrong or careless). However, in these situations, we will investigate the payment as quickly as we can.

### Payments where you don't know the amount in advance

36. Sometimes e.g. if you are hiring a car, you may not know what the exact amount of a **card** payment will be when you authorise it. The retailer may ask for your agreement to reserve funds on your **account** to cover the final payment. If this happens you won't be able to spend the funds which are reserved. The retailer should only ask us to reserve funds if you have agreed to a specific amount of funds which can be reserved.
37. You can ask us for a refund if you authorise someone in the **EEA** or the UK to take money from your **account** (for example where you use a **card**) without agreeing the exact amount and:
  - a) the amount actually debited from your **account** is more than you could have reasonably expected taking into account your previous spending pattern, these terms and conditions and all other circumstances; and
  - b) you contact us within 8 weeks from the date the funds were taken from your **account**.
38. You must provide us with any information we reasonably require to investigate your claim for a refund and 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.

39. We'll make any refund or provide you with our reasons for refusing your request within 10 **working days** of receiving all the information we require from you.
40. There are some situations where we won't refund you:
- a) you expressly agreed to us making the payment for that amount;
  - b) information on the amount that would be taken was provided or made available to you at least 4 weeks before it was taken out of your **account**; or
  - c) the amount of money you are disputing has arisen because of changes in the **exchange rate**. For example, a change in the **exchange rate** might mean that a different amount of money is taken out of your **account** than you thought because you bought something online in euros and when the amount was converted into pounds sterling, the value of euros had gone up, making it more expensive in pounds sterling than it was before.

### Who is responsible for payments made without your permission?

41. Generally you will not be responsible if payments are made from your **account** without your authorisation, but there are some exceptions to this explained below.
42. You will be responsible for the full amount of a payment if:
- a) you act fraudulently;
  - b) you let someone else use your security information or anyone else use your **card**;
  - c) (unless your **account** is overdrawn) you have been grossly negligent with (or intentionally shared) your **card**, or device, or the security details you use to access **Telephone Banking, Internet Banking or Banking app**;
  - d) you intentionally or with gross negligence don't tell us as soon as possible of the loss or theft of your **card**, security information or security device, or if you suspect someone has tried to use any of them (unless your **account** is overdrawn).
43. However, you will not be responsible (unless you have acted fraudulently) for transactions not authorised by you if:
- a) someone else uses your **card** without your permission before you receive it;
  - b) your **card** has been used by someone else to purchase goods by telephone, internet or mail order;
  - c) you have already told us that your **card**, device or security information is missing or may be misused by someone;
  - d) you tried to tell us your **card** or security information had been lost or stolen but the telephone numbers in the **'Taking care of your account'** section were out of operation; or
  - e) we did not carry out authentication checks that the **Law** required us to apply before allowing the payment.
44. Where you are not responsible, we will refund the amount of the transaction and any charges or interest you paid or lost as a result of the transaction. We will not have any further liability to you. We normally refund this amount by the end of the next **working day** but we won't do this if we reasonably believe you have acted fraudulently and we have disclosed this to the relevant authorities.

### Liability for incorrect payments

45. If you ask us to make a payment to another person and the payment is not made properly or the person you are paying does not receive it, you should contact us as set out above (under the heading 'if something goes wrong') and we will investigate what went wrong. We will refund the amount of the transaction and any charges or **interest** you paid, and pay you any **interest** we would have paid on that amount, unless:
- a) we can show that the payment was received by the recipient's bank; or
  - b) you provided us with incorrect payment details.
- In this case, we are not responsible but if you ask us, we will make reasonable efforts to recover the payment and will tell you the outcome (we may charge our reasonable costs for doing so). If, when you provided us with the payee details, it was mistakenly confirmed that the name on the recipient's account matched the payee's name which you provided, then you may be entitled to recover any loss which this error may have caused. In those circumstances, please contact us.
- If a payment is made late due to our error, you can ask us to make sure the payee's bank adds the payment to the payee's account as if it had been made on time.

### When we're not responsible

46. We won't be responsible if we don't comply with any of these terms and conditions due to:
- a) abnormal or unforeseeable circumstances beyond our control e.g. an industrial dispute, the consequences of which would have been unavoidable despite all our efforts; or
  - b) us having to comply with **Law**.
47. We won't be responsible if you are unable to use a **card** that you have registered or stored in an e-wallet or on your device unless this is as a result of something we have done. This is because we don't have any control over the e-wallet or your device.
48. We won't be responsible if you ask us to make a payment to another person and the recipient's bank delays crediting the money to the recipient's account. This could happen if, for example, they need to carry out security checks.

## Changes to this agreement and charges

49. Our agreement with you could last a long time, so we'll need to make changes to it from time to time. For example, we may need to:
- introduce new charges or change existing charges, including charges for holding an **account** with us; or
  - change the terms of your agreement.
- When making any changes we'll always act proportionately and responsibly in the broader interest of our members.
50. We can predict some of the reasons why we might need to make changes to this agreement. These are:
- because of changes in costs for running our business or for providing new or existing services to you, including changes in costs of funding;  
These costs could include administrative costs, employment costs, building costs and technology costs, or changes in costs of a service or benefit provided by us or by anyone else. For example, if our operational costs increase we may allocate a proportion of these costs to our personal current account customers.
  - due to changes in benchmark interest rates or other relevant market rates;  
For example, the Bank of England base rate could increase or decrease, which would have an impact on the interest rates we pay you and you pay us for an overdraft. This could lead to us increasing or decreasing our interest rates.
  - because of developments in technology or in the way the banking industry generally delivers services;  
For example, to reflect advances in digital banking.
  - to respond to changes, or reasonably anticipated changes, in the **Law** or codes of practice which apply to us or because of a decision by a court or ombudsman;  
For example, the Financial Ombudsman could make a ruling in relation to a particular customer which has a knock-on impact on our other customers, which may mean we need to change our terms and conditions.
  - to meet regulatory requirements;  
For example, to reflect any changes in requirements or guidance from a **Regulator** or to make sure we can continue to meet existing requirements or guidance. This includes requirements affecting the reserves we have to hold.
51. However, because you might hold an **account** with us for a long time, we can't anticipate everything that might happen over this period. This means we may also need to make other changes. If we do, when we tell you about the change, we'll explain how it will affect you.
52. We can also adjust interest rates, our account charges, overdraft rates, or the way we structure what you pay for your everyday banking services with us, for any other valid reason which isn't outlined above.
53. If we want to make a change that's beneficial to you, we don't need a reason to make that change.

### When will we tell you about a change?

54. If we make a change for one of the reasons listed above we'll tell you about it no less than 2 **months** in advance, except for changes to our **exchange rates**: we can make changes to our published **exchange rates** at any time and do not need to tell you about them in advance. Details of our current **exchange rates** that apply to outbound SWIFT and SEPA payments in a foreign currency can be found at [nationwide.co.uk](http://nationwide.co.uk)

### How we will tell you about a change

55. We will normally tell you about any changes to your **account** by writing to your address or by telling you personally in an electronic format that is equivalent to writing, such as by email. If we are able to make a change without giving you personal notice, we will tell you in one of the ways set out in the '**Communication**' section of this agreement.

### What you can do if we make a change

56. If you're not happy with a change we tell you about in advance and you decide you don't want to keep the **account**, you can take all your money out and close or switch the **account** without charge. If you choose to close the **account** you will have to pay back any money you have borrowed before the **account** is closed.
57. If we do not hear from you within 2 **months** of us telling you about the change, we'll take that to mean you've accepted the change on the date it came into effect.

## Closing the account

58. You or we can close your **account** by ending this current account agreement. You can end this agreement at any time by sending us a secure message in the **Internet Bank** or in any **branch** and you must repay all the amounts you are responsible for under this agreement.
59. We may close your **account** immediately if:
- you have knowingly used, or attempted to use, your **account** for illegal purposes; or
  - you provided us with incorrect information at application stage, and, if you'd provided the correct information, your application would have been refused; or



- c) we reasonably consider that your conduct towards our staff constitutes abuse or harassment or a public order offence.

You will be given notification of closure in writing, and closure will take immediate effect.

60. We may close your **account** by telling you in writing at least **2 months** before we close it where:
- there have been no transactions on your **account** for at least 24 consecutive **months**; or
  - you are no longer legally resident in the **EEA**; or
  - you have access to another UK account, (with us or with another UK provider and which has the same basic features as a FlexBasic account) which was opened after you opened your **account** with us.
61. Unless it is unlawful for us to do so, notification of closure of your **account** under these conditions will include details of the reason why.
62. Where allowing you to hold the **account** causes us to breach the **Law in the UK**, we will take the action that is needed to ensure that we comply with the **Law in the UK** which may include suspending or terminating your **account**. We will tell you before we do this unless we are not permitted to do so under the **Law in the UK** or it is not reasonably practical or possible to do so.
63. If you ask us to close your **account**, we will treat this as a withdrawal of your consent to any payment transaction (including a series of payment transactions), unless it is too late to withdraw your consent.
64. You must destroy your **card**.
65. If you close your **account**, any money you owe us will continue to apply until you have repaid all of that money to us.

### Changing your account to a new current account

66. We will review how you are managing your **account** to see whether the **account** is still suitable for you. The factors we will take into account in any review are:
- your eligibility for the **account**;
  - what we know about your financial circumstances at the time of our review; and
  - the way you have been using the **account**.
67. If you have been managing your **account** well, you do not appear to us to be in financial difficulties and we have reasonable grounds to believe you would benefit from access to a wider range of services and features then we may move you to one of our other current accounts. We will give you at least **2 month's** written notice before we move you, including an explanation about why we are moving you, full account information and the terms of the new account. You can tell us if you do not want to be moved to the new account and, if you do this, you can keep this **account**.
68. Along with this written notice, we'll give you all the information you need about the new current account, including the terms and conditions that apply to that account. We'll also tell you about the key differences between the new account and the FlexBasic account, such as the charges that will start to apply if you become overdrawn or if there isn't enough money in your account to cover the payments you make. We'll provide you with details of how to contact us so you can talk to us about the move to the new account or ask any questions you have – in this way you can think about whether or not the new account is right for you.
69. If you tell us you do not want to move to the new **account**, you can keep this account and we will continue to review it on a regular basis. If you don't get in touch with us to tell us you do not want to move to the new account, we'll move you at the end of the **2 months'** notice period and you will be subject to the terms of the new account. We'll ensure you have access to your new account straightaway before we close your FlexBasic account.
70. If you tell us that you would like to move to the new account before the end of the **2 months'** notice period, we will do this for you. You'll have access to your new account straightaway, before we close your FlexBasic account, and you will then be subject to the terms of the new account.

### Transferring rights

71. You can't transfer any of your rights and obligations in relation to your **account**, or your **account** itself, to another person.
72. We can transfer all of our rights in relation to your **account** to someone else. We can transfer all of our obligations in relation to your **account**, but only to someone we reasonably consider capable of performing them equally as well as us and who is authorised or recognised by our **Regulator** as being able to accept deposits. This won't reduce any of your rights in relation to your **account**.

### Unclaimed Assets Scheme

73. We take part in the unclaimed assets scheme under the Dormant Bank and Building Society Accounts Act. If there has been no activity on your **account** for 15 years (or other period specified by **Law in the UK**), we may transfer any money in your **account** to the unclaimed assets scheme. You'll still have the right to your money and you can contact us at any time for information about how to get your money back.

## Holding your account

74. Your **account** can be operated using a valid Power of Attorney or Court of Protection Order or Curator Bonis (Scotland) but your **account** facilities will be limited in these circumstances.
75. No one else apart from you and us will have any rights under this agreement.

## Applicable Law

76. This agreement, the operation of the **account**, and any discussions we've had with you about entering into this agreement, are governed by English law and the language we'll use in this agreement and our communications will be English. If you want to bring a claim against us in the courts, the courts of England and Wales will be able to deal with any questions relating to this agreement but if you live in another country, you can bring a claim in the courts which are local to you.

## If you're not happy

77. We hope that we always live up to your expectations. If we don't, we want to know so that we can put things right and improve the service we provide to our members. If you aren't satisfied with our service, you can contact us in a way that suits you:
- a) visit our website and click on the option 'Contact us' at **[nationwide.co.uk](http://nationwide.co.uk)**;
  - b) phone **03457 30 20 11** (or **+44 1793 65 67 89** if you are calling from outside the UK);
  - c) write to us at The Complaints Team, Nationwide Building Society, NW 2020, Swindon, SN38 1NW including your name, address, **account** details and details of your complaint;
  - d) talk to us in **branch**; or
  - e) (if you've registered) through the **Internet Bank**.
- We will provide a full response to your complaint by post or by email or any other format we agree with you. We will try and do this within 3 **working days** if at all possible.
78. If you are not satisfied with the way we've dealt with your complaint you can refer it to the **Financial Ombudsman Service** within 6 **months** of receiving our final response. You can also refer your complaint to them first without giving us the opportunity to resolve it, but if you do this, they will only consider your complaint with our consent. The **Financial Ombudsman Service** provides a free, independent, complaint resolution service. Details about their service and how to refer a complaint to them can be found on their website at **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**. If you opened your **account** online, you may also have the option to refer your complaint to the **Financial Ombudsman Service** using the Online Dispute Resolution platform. The platform has been established by the European Commission to provide an online tool for consumers to resolve disputes about goods and services purchased online. The platform can be found at **[www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr)**.

# How to use your account

## Use of your personal information for providing payment services to you

You explicitly consent to us accessing, processing and retaining any information you provide to us for the purposes of providing payment services to you. You may withdraw this consent by closing your **account**. If you do this, we will stop using your information for this purpose, but may continue to process information about you for other purposes where we are required or allowed to by **Law**.

## I've got a question about payments into my account

This section covers:

- how money can be paid into your **account** (including receiving money from inside the UK and receiving money from outside the UK) e.g. from your family, friends and organisations such as your employer;
- what information they need to make the payment;
- when the money paid into your **account** will be available to you;
- whether you can keep money paid into your **account** by mistake.

Our Current Account Interest Rates and Charges Leaflet has details about whether we pay you **interest** on the money paid into your **account**, once it is available to you.

### How payments can be made into your account in pounds sterling within the UK

Payment Type	What information is needed to make the payment to your account	When will it be available?
<b>Cash</b> (this can be paid in over the counter in <b>branch</b> or at one of our self-service machines)	Your full name, sort code and <b>account</b> number.	<b>Branch</b> – it will show in your <b>account</b> and be available for you to withdraw immediately. <b>Self-Service Machine</b> <ul style="list-style-type: none"><li>• Our 'Fast Cash' self-service machines automatically count your cash and the cash will show in your <b>account</b> and be available for you to withdraw immediately.</li><li>• If our self-service machine does not automatically count your cash, we will receive it when we empty the machine (this depends on the machine but won't be later than the next <b>working day</b>) and the cash will be applied to your <b>account</b> and be available for you to withdraw as soon as we have counted it.</li></ul>
<b>Electronic payments (Standing orders, regular payments, bill payments, CHAPS)</b>	Your full name, sort code, <b>account</b> number and any other information required by <b>Law</b> or by the payer's bank or building society.	Once we receive it, it will show in your <b>account</b> and will be available for you to withdraw immediately.

## How payments can be made into your account in pounds sterling within the UK (continued)

Payment Type	What information is needed to make the payment to your account	When will it be available?
Payments made by mobile phone e.g. <b>Paym</b>	The mobile phone number registered to be able to receive payments via the mobile phone service.	Once we receive it, it will show in your <b>account</b> and will be available for you to withdraw immediately.
<b>Cheques</b>	<p>Your name on your <b>account</b> – they will write that on the <b>cheque</b> which they will give to you for you to pay in:</p> <p>a) in <b>Branch</b>;</p> <p>b) at some of our <b>Nationwide cash machines</b>; or</p> <p>c) by posting the <b>cheque</b> to us at PO Box 8888, Swindon, SN38 1NW (together with the paying in form that is available via <b>nationwide.co.uk</b>).</p> <p>You must pay a <b>cheque</b> into your <b>account</b> within <b>6 months</b> of the date on it, as we may not be able to collect funds after then. After that, you may need to ask the person or organisation that gave you the cheque to give you a new one.</p> <p>The date on the <b>cheque</b> you're paying in must not be a date in the future.</p>	<p>All <b>cheques</b> go through a process called 'clearing'. <b>Cheques</b> posted in to us, paid in at our <b>branches</b> and our <b>Nationwide cash machines</b> will clear through an image clearing system.</p> <p>The clearing system affects when you can withdraw the money, and when it will be 'cleared for certainty' which means it's definitely staying in your <b>account</b> unless you are, or we have reasonable grounds to suspect you are, a knowing party to fraud.</p> <p>If we find out that the person or organisation who gave you the cheque doesn't have enough money to pay the amount of the <b>cheque</b> then we'll have to take the amount of the <b>cheque</b> out of your <b>account</b>. If you have already taken the money out of your <b>account</b> and this happens, you will be overdrawn, so it is advisable to wait until the money is 'cleared for certainty'.</p> <p>More details about the image clearing system are set out in our Current Account Interest Rates and Charges leaflet.</p>

### We do not accept:

- 1) Cash in a currency other than pounds sterling;
- 2) Cheques in pounds sterling drawn on a non UK bank; or
- 3) Cheques in a Foreign currency.

Cheques are the only form of payment that can be sent to us in the post – we do not accept other forms of payment sent to us in the post.

## How you can receive money from outside the UK in pounds sterling or in a Foreign currency by an Electronic Payment

### What information is needed to make the payment to your account

- Nationwide's Bank Identifier Code (BIC) – shown on your **statement**
- **SWIFT** Intermediary Bank – shown on your **statement**
- your International Bank Account Number (IBAN) – shown on your **statement**
- your full name.

However if the payment type used is a SEPA Credit Transfer, you only need to provide the person sending the money with your International Bank Account Number (IBAN) and your full name.

### When will it be available?

If the payment is in a **Foreign currency**, we will convert the payment into pounds sterling using our standard inbound **exchange rate**. Our standard inbound **exchange rate** may vary, depending on the payment type.

Once the funds have been converted to pounds sterling, or if the payment is in pounds sterling, the funds will be added to your **account** and will be available to you to withdraw immediately.

If the details set out in the first column of this row are used, we can usually put your money into your **account** on the day we receive it.

If you'd like more information on payments in a **Foreign currency** into your **account**, please ask in branch or call us on **03457 30 20 11** (or **+44 1793 65 67 89** if you are calling from outside the UK) or see our 'Overseas payments' leaflet available at [nationwide.co.uk](http://nationwide.co.uk)

### Do I keep any money that's paid into my account by mistake?

If another bank tells us that money has been paid into your **account** by mistake, we can take an amount up to the amount of the mistaken payment from your **account**. We generally do not have to tell you first but if we do try to check with you, we can stop you from withdrawing those funds while we try to contact you. We will deduct the funds when we are reasonably satisfied that there was a mistake.

If we do not return money which the payer's bank believes has been paid into your **account** by mistake, we are required to provide information to the payer's bank about you, your **account** and the payment in order that the payer can seek to recover the money.

### I've got a question about payments out of my account

This section covers:

- how payments and withdrawals can be made from your **account** (both from inside the UK and from outside the UK);
- what information you need to give to make the payment or withdrawal;
- when the payment arrives with the person or organisation you are paying; and
- how to cancel payments.

We will assume we are dealing with you and will make **Electronic payments** from your **account** (without making further checks) if we have checked your identity and you have given us your consent in one of the following ways:

## Payments out of your account within the UK made in pounds sterling

Type of payment	How you give your instruction	How you agree to us making the payment	Additional Information
Cash withdrawal in pounds in the UK	In a <b>branch</b> (in person).	By signing a paper form which includes the payment details or, by inserting your debit <b>card</b> and <b>PIN</b> into a card terminal on the <b>branch</b> counter and confirming the payment details are correct (in <b>branches</b> that offer this service).	We may set limits on how you can use a <b>card</b> or other device, for example, limiting the amount of cash you can withdraw in a day. We will tell you what these limits are when we give you the <b>card</b> or device.
	By using the cash machine (either a <b>Nationwide cash machine</b> or LINK cash machines).	By inserting your debit <b>card</b> and <b>PIN</b> and confirming the payment details are correct.	Occasionally when you use a cash machine the machine provider may make cash withdrawal charges over which we have no control. Make sure you read all the on-screen instructions carefully when using non <b>Nationwide cash machines</b> . If you are using a card to make a payment or withdrawal from a cash machine, the retailer or organisation which owns the cash machine will tell you if the payment has been refused.  If you use our self-service machines to pay money to a charity this will be included in your daily cash withdrawal limit.  If you use your <b>card</b> to take money out of a cash machine and put your <b>PIN</b> in incorrectly a number of times or there is a technical failure, the cash machine might keep your <b>card</b> . Unfortunately, we can't be held responsible for any loss if this happens.
	Over the counter at the Post Office ® in the UK.	By using your <b>card</b> .	
Card payment using your <b>card</b> or device	At retailers that display the Visa sign.	By entering your <b>PIN</b> into the card keypad or providing a signature.	

## Payments out of your account within the UK made in pounds sterling (continued)



Type of payment	How you give your instruction	How you agree to us making the payment	Additional Information
<p>Contactless payments</p> <p>It's just another way of making payments using your <b>card</b> or device. If you have a <b>card</b> with this symbol on it, you  can make payments in seconds. Contactless makes it quicker to make low value purchases up to a limit we set.</p>	<p>If your <b>card</b> displays the contactless symbol  it can be used at retailers who accept contactless payments.</p> <p>If you have a Contactless <b>card</b> you can change to one without the Contactless feature and vice versa.</p>	<p>By tapping your <b>card</b> or device on the retailer's card terminal – occasionally you may also be asked to enter your <b>PIN</b> or provide a signature.</p>	<p>You should make sure that you've enough money in your <b>account</b> before using your Contactless <b>card</b> as some shops and other organisations won't automatically ask us to check the amount of money in your <b>account</b> before you make a payment and this could lead to your account going into an unarranged overdraft.</p>
<p>Card payment using your <b>card</b> or device online or over the phone</p>	<p><b>Online or over the phone</b> – with retailers who accept cards displaying the VISA symbol.</p>	<p>By providing details from your <b>card</b></p>	<p>We need to check the payment request has come from you. We do this by using a combination of your personal and <b>card</b> details, the 3 digit security number on the back of your <b>card</b>, the card reader, your mobile device, your log in / security details, biometric information (such as fingerprint recognition), and any security codes.</p> <p>Only shop at websites which have secure payment pages, and always use a computer or device that you know is protected.</p>
<p>Recurring <b>card</b> payments</p>	<p><b>Online or over the phone</b> – with providers who accept recurring <b>card</b> payments.</p>	<p>By providing details from your <b>card</b></p>	<p>Normally these are regular, ongoing payments e.g. for a magazine subscription.</p> <p>We need to check the payment request has come from you. We do this by using a combination of your personal and <b>card</b> details, the 3 digit security number on the back of your <b>card</b>, the card reader, your mobile device, your log in / security details, biometric information (such as fingerprint recognition), and any security codes.</p>

## Payments out of your account within the UK made in pounds sterling (continued)

Type of payment	How you give your instruction	How you agree to us making the payment	Additional Information
<p>You can make <b>Electronic payments</b> to other people's accounts in the UK</p> <p>You can set up regular payments in pounds sterling to pay another person or organisation by setting up a <b>standing order</b> or a <b>direct debit</b></p> <p>You can transfer money to other Nationwide accounts you have with us (if any). For example, you can transfer money you have in your account to a savings <b>account</b> with us, if you have one</p>	<p><b>Telephone Banking</b> (certain payments only – please see “Important Information about your payments”), <b>Internet Banking, Banking app</b> or using a device (like a <b>card</b>). In exceptional circumstances you can telephone your <b>account</b> holding <b>branch</b>.</p>	<p>Providing us with the details of the payment you want us to make and confirming those details are correct.</p>	<p>You'll need to register to use services like <b>Internet Banking</b> or the <b>Banking app</b> and you'll have to provide us with information about where the payment is going to. <b>You must give us the correct details. If you don't, we can refuse to make the payment, or if the payment is made it may be delayed or not even received by the right person and we may not be able to get it back for you.</b></p> <p>If you know you've made a mistake please contact us immediately on <b>03457 30 20 11</b> (or <b>+44 1793 65 67 89</b> if you are calling from outside the UK).</p> <p>We need to check the payment request has come from you. We do this using a combination of your login/ security details, biometric information (such as fingerprint recognition), the card reader, your mobile device and any security codes, and confirming the details of the payment you wish to make.</p>
<p><b>Paym</b> (if you're registered with us for the <b>Paym</b> service)</p>	<p>You'll need to give us the mobile number of the person you want to pay. The person you're sending money to must be signed up to <b>Paym</b> and if they're not we'll let you know. They'll also receive a text letting them know you tried to pay them.</p>	<p>Select <b>Paym</b> within the <b>Banking app</b> and follow the instructions.</p>	



**Payments out of your account made or sent outside of the UK made in pounds sterling or a Foreign currency**

Type of payment	How you give your instruction	How you agree to us making the payment	Additional Information
Getting cash using your <b>card</b>	At cash machines that display the Visa sign abroad.	By inserting your debit <b>card</b> and <b>PIN</b> and confirming the payment details are correct.	<p>We may set limits on how you can use a <b>card</b> or other device, for example, limiting the amount of cash you can withdraw in a day. We will tell you what these limits are when we give you the <b>card</b> or device.</p> <p>Occasionally when you use a cash machine the machine provider may make cash withdrawal charges over which we have no control. Make sure you read all the on-screen instructions carefully when using non <b>Nationwide cash machines</b>. If you are using a <b>card</b> to make a payment or withdrawal from a cash machine, the retailer or organisation which owns the cash machine will tell you if the payment has been refused.</p>
Card payment using your <b>card</b> or device abroad	At retailers that display the Visa sign abroad.	By entering your <b>PIN</b> into the card keypad or providing a signature.	
Contactless payments It's just another way of making payments using your <b>card</b> or device. If you have a <b>card</b> with this symbol on it, you  can make payments in seconds. Contactless makes it quicker to make low value purchases up to a limit we set.	<p>If your <b>card</b> displays the contactless symbol  it can be used at retailers who accept contactless payments.</p> <p>If you have a Contactless <b>card</b> you can change to one without the Contactless feature and vice versa.</p>	By tapping your <b>card</b> or device on the retailer's card terminal – occasionally you may also be asked to enter your <b>PIN</b> or provide a signature.	You should make sure that you've enough money in your <b>account</b> before using your Contactless <b>card</b> as some shops and other organisations won't automatically ask us to check the amount of money in your <b>account</b> before you make a payment and this could lead to your <b>account</b> going into an unarranged overdraft.

## Payments out of your account made or sent outside of the UK made in pounds sterling or a Foreign currency (continued)

Type of payment	How you give your instruction	How you agree to us making the payment	Additional Information
Card payment using your <b>card</b> or device online or over the phone	<b>Online or over the phone</b> – with retailers who accept cards displaying the Visa symbol.	By providing details from your <b>card</b>	<p>Only shop at websites which have secure payment pages, and always use a computer or device that you know is protected.</p> <p>We need to check the payment request has come from you. We do this by using a combination of your personal and <b>card</b> details, the 3 digit security number on the back of your <b>card</b>, the card reader, your mobile device, your log in / security details, biometric information (such as fingerprint recognition), and any security codes.</p>

When using your **card** or device to get cash or to make a card purchase, if you want the card scheme e.g. Visa to convert the payment or cash withdrawal to pounds sterling you must select to pay in the **Foreign currency**. Visa will carry out the conversion using their standard **exchange rate** and we'll deduct the amount in pounds sterling from your **account**. If you select to pay in pounds sterling, the conversion will be done by the retailer or self-service machine owner. For more details about the **exchange rate** that will apply and our fees see our Current Account Interest Rates and Charges leaflet.

For cash withdrawals/**card** purchases you make using your **card** in the **EEA** or within the UK in euro or the currency of another EU Member State, the Law requires providers to show total currency conversion charges as a percentage mark-up over the latest euro foreign **exchange rates** issued by the European Central Bank (ECB). This is so you can compare the currency conversion costs of different providers. For cash withdrawals/**card** purchases made in euro or another EU Member State currency you can view details of the percentage mark-up which applies that day at [nationwide.co.uk/currency-conversion](http://nationwide.co.uk/currency-conversion).

VISA will actually convert your cash withdrawal/**card** purchase into pounds sterling using their **exchange rate** which applies on the day they receive details from the retailer/cash machine owner. This may be after the day on which you made the cash withdrawal/**card** purchase so the VISA **exchange rate** and the percentage mark-up may be different to those on the day you made the cash withdrawal/**card** purchase.

If you use your **card** or device to buy things or to make a cash withdrawal in a **Foreign currency** outside the UK, there is usually a delay between the time when you make your purchase/cash withdrawal and when the money is taken out of your **account**. We will take the money from your account on the **working day** we receive details of the transaction from Visa. During this time, your **account** balance will include the amount of money you've spent but usually it won't be available to you.

If you'd like more information on making debit card payments in a **Foreign currency** out of your **account** please ask in branch, contact us on **03457 30 20 11** (or **+44 1793 65 67 89** if you are calling from outside the UK) or see our '**Overseas payments**' leaflet at [nationwide.co.uk](http://nationwide.co.uk).

**Payments out of your account made or sent outside of the UK made in pounds sterling or a Foreign currency (continued)**

Type of payment	How you give your instruction	How you agree to us making the payment	Additional Information
<p><b>Electronic payment</b> – you can make <b>Electronic payments</b> to send money outside the UK</p>	<p><b>Internet Banking, Banking app</b> or using a device (like a <b>card</b>). In exceptional cases you can telephone your <b>account holding branch</b>.</p>	<p>Providing us with the details of the payment you want us to make and confirming these details are correct.</p>	<p>You'll need to register to use services like <b>Internet Banking</b> or the <b>Banking app</b> and you'll have to provide us with information about where the payment is going to. <b>You must give us the correct details. If you don't, the payment may be delayed or not even received by the right person and we may not be able to get it back for you.</b> If you know you've made a mistake please contact us immediately on <b>03457 30 20 11</b> (or <b>+44 1793 65 67 89</b> if you are calling from outside the UK).</p> <p>We need to check the payment request has come from you. We do this by using a combination of your login/security details, biometric information (such as fingerprint recognition), the card reader, your mobile device and any security codes, and confirming the details of the payment you wish to make.</p>

For **Electronic payment** transactions in a currency other than pounds sterling, we will convert the payment amount using our standard outbound **exchange rate** for that currency. Our standard outbound **exchange rate** may vary depending on payment type. These are variable rates that change frequently.

When you ask us to make a payment we will provide you with details of the actual **exchange rate**.

If you use **Internet Banking** to request a payment to an account in an **EEA** country or the UK in euros or another EU currency, we will also provide details of our estimated charges for carrying out the currency conversion expressed as a percentage mark-up over the latest euro foreign **exchange rates** issued by the European Central Bank (ECB).

You can find details of our current **exchange rates** that apply to outbound SWIFT and SEPA payments in a foreign currency at [nationwide.co.uk/exchange-rates](https://nationwide.co.uk/exchange-rates)

If you ask us to make a payment that is in a different currency to the account of the person you are paying, we cannot control the **exchange rate** applied by their bank.

**We do not accept and will not act on postal instructions to make a payment from your account.**

## What details do I need to give you if I want to make Electronic payments?

What information you need to give us depends on whether you are sending money within the UK or sending money outside the UK. The table below explains the information that you'll need to provide.

Information	Payment in the UK	Payment overseas or in a Foreign currency
Sort Code	Yes	No
Account Number	Yes	No
Reference/ roll number/ invoice number	Yes	Yes
Whether the account you are paying is a personal or business account	Yes	No
The first name and last name of the person you are paying or the name of the business (and reference, if applicable)*	Yes	Yes
Name of the recipient bank or building society	No (unless your payment is being sent as a CHAPS payment)	Yes
Address of the recipient bank or building society	No (unless your payment is being sent as a CHAPS payment)	Yes
Bank Identifier Code (BIC) or national bank code	No	Yes (unless your payment is being sent in euros as a SEPA Credit Transfer)
Recipient's bank account number or International Bank Account Number IBAN) (depending on the destination country)	No	Yes
*We may need to truncate the name you provide on the payment message we send to the recipient's bank as there is only a limited amount of space on the payment message.		

If we need anything else we will ask you at the time. If you need a cheque from your **account**, you can go into one of our **branches** and ask for a counter cheque to be issued – the charge for this service is in our Current Account Interest Rates and Charges Leaflet.

### Can I spend more money than is in my account?

Usually a payment cannot be made out of your **account** if you don't have enough money in your **account** to make that payment. However sometimes we have to allow a payment despite lack of funds, which may cause you to go into an unarranged overdraft. **If this does happen, there's nothing to worry about.** We won't charge you anything at all. But we might contact you to let you know it has happened and how you can avoid it in future. You won't be able to spend any more money or take money out of a cash machine until your balance is brought back above zero.

### I haven't got enough money in my account to make a payment, can I do it anyway?

No, you should try and avoid making payments out of your **account** if you don't have enough money to cover it. You are not allowed to take more money out of your **account** or spend more money on your **card** than you have in your **account** (although there may be some occasions when you pay for things and the purchase system used by a merchant does not send us a request for prior authorisation of the payment and so we cannot prevent the **account** going into an unarranged overdraft).

If your **account** does go into an unarranged overdraft, we expect you to take reasonable steps to repay that money as soon as you can – going into an unarranged overdraft is a breach of the **account** terms and conditions. If any money you owe us is overdue for payment, we may use any money you have in any of your accounts with us to reduce or repay what you owe. We can do this where you have accounts in your name only, as well as with accounts you hold jointly with another person. We'll tell you at least 14 days before the first time we exercise this right.

### When can I tell Nationwide I want to make payments, when will the money arrive, and how can I stop the payment?

The 'Important information about your payments' table tells you when you can give us instructions to make different types of payments, when the bank of the person you are sending the money to will get the money and how you can stop us sending the money if you change your mind.

Limits may apply to **Electronic payments** from your **account** – we make limits available to you when you ask us to make a payment and they can also be found on our website. We may also set internal limits for security purposes but won't make these available to you.

Payments in pounds sterling usually leave your **account** immediately – the position is slightly different for **card** and **Electronic payments** in a **Foreign currency**, which we've explained in the '**Payments out of your account made or sent outside of the UK made in pounds sterling or a Foreign currency**' table.

### Important information about your payments

Payments in pounds sterling within the UK			
Payment Type	When we receive your payment instructions	When payments normally arrive at the recipient's bank	Can you cancel your instruction?
<b>ELECTRONIC PAYMENTS</b>			
Internal transfer to another Nationwide account	At the time you ask us to make the payment using the <b>Internet Bank, Banking app, ATM and Telephone Banking.*</b>  During opening hours at a <b>branch</b> .	Immediately.	You cannot normally cancel a payment after we have accepted your instruction.
Future dated internal transfer to another Nationwide account	At the time you ask us to make the payment using the <b>Internet Bank, Banking app</b> or <b>Telephone Banking.*</b>  We must receive your payment instruction by 10.00pm on the <b>working day</b> before you want the payment to be sent. If we don't, your payment will be sent on the next <b>working day</b> .	Immediately.	You can cancel the payment up to 10.00pm on the <b>working day</b> before it is due to leave your <b>account</b> .
Immediate Bill Payment – Bill Payments are made through the Faster Payments Service	At the time you ask us to make the payment using the <b>Internet Bank, Banking app</b> , an ATM, during opening hours at a <b>branch</b> or, on an exceptional basis, by telephone or in writing.	Within 2 hours.  For payments by telephone, if we receive your payment instruction before 4pm Monday-Friday, it will arrive at the recipient's bank the same day. If we receive your payment instruction after 4pm Monday-Thursday, it will arrive at the recipient's bank the next working day. If we receive the payment instruction after 4pm on a Friday or over the weekend, it will arrive at the recipient's bank the next working day.	You cannot normally cancel a payment after we have accepted your instruction.

## Payments in pounds sterling within the UK (continued)

Payment Type	When we receive your payment instructions	When payments normally arrive at the recipient's bank	Can you cancel your instruction?
<p>Future dated Bill Payment</p>	<p>At the time you ask us to make the payment using the <b>Internet Bank</b> or <b>Banking app</b>.</p> <p>We need to receive your payment instruction by 10.00pm on the <b>working day</b> before you want the payment to be sent. If we don't, your payment will be sent on the next <b>working day</b>.</p>	<p>Within 1 <b>working day</b>.</p>	<p>You can cancel the payment up to 10.00pm on the <b>working day</b> before it is due to leave your <b>account</b>.</p>
<p><b>Standing order</b> – a regular payment for a set amount</p>	<p>At the time you ask us to make the payment using the <b>Internet Bank</b> or during opening hours at a <b>branch</b>. We need to receive your instruction by 8:30pm on the <b>working day</b> before you want the payment to be sent. If we don't, your payment will be sent on the next <b>working day</b>.</p>	<p>Within 1 <b>working day</b>.</p>	<p>You can cancel the payment up to 8.30pm on the <b>working day</b> before it is due to leave your <b>account</b>.</p>
<p><b>Direct debits</b> – a regular payment, the person you pay a <b>direct debit</b> to can change the amount but should give you advance notice.</p>	<p>To set up a <b>direct debit</b> you must complete an instruction form with the UK organisation you are paying.</p> <p>We must receive the payment request from the person you are paying by 10.30pm 2 <b>working days</b> before the <b>direct debit</b> payment date. Payments are made on <b>working days</b> only. Payments due to be made on a weekend or bank holiday will be sent on the next <b>working day</b>.</p>	<p>On the date you have agreed with the organisation you are paying.</p>	<p>You can cancel the payment up to 6.00pm on the <b>working day</b> or Saturday before it is due to leave your <b>account</b>. We recommend you also contact the company or person you are paying.</p>

**Payments in pounds sterling within the UK (continued)**

Payment Type	When we receive your payment instructions	When payments normally arrive at the recipient's bank	Can you cancel your instruction?
<p>CHAPS – Sterling payments within the UK</p>	<p>At the time you ask us to make the payment using the <b>Internet Bank</b>, during opening hours at a <b>branch</b> or, on an exceptional basis, by telephone.</p> <p>For same day payments we must receive your instructions by 3.00pm on a <b>working day</b>. Payments are made on <b>working days</b> only. Payments due to be made on a weekend or bank holiday will be sent on the next <b>working day</b>.</p>	<p>On the same <b>working day</b>.</p>	<p>You cannot normally cancel a payment after we have accepted your instruction.</p>

\* **Telephone Banking** can only be used to make an internal transfer to another Nationwide current or savings account in your name (including a joint account).

**CARDS**

<p>Purchases</p>	<p>You can use your <b>card</b> to pay for goods and services at any time.</p>	<p>Payment will be deducted from your <b>account</b> on the <b>working day</b> we receive the request from the retailer's bank. For <b>card</b> payments made outside the UK, payment will be deducted from your <b>account</b> when we receive details of the payment from VISA.</p>	<p>You cannot cancel a <b>card</b> payment once you have authorised it, but a retailer or supplier may be able to make a refund.</p>
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## Payments in pounds sterling within the UK (continued)

Payment Type	When we receive your payment instructions	When payments normally arrive at the recipient's bank	Can you cancel your instruction?
<p>Recurring <b>card</b> payments (for example, where you give someone permission to regularly take cash from your <b>account</b> using your <b>card</b> details)</p>			<p>If you wish to cancel a recurring <b>card</b> payment, you must contact us by phone, in <b>branch</b>, or by using a secure message within the <b>Internet Bank</b> before 4:00pm on the <b>working day</b> before the next payment is due to leave your <b>account</b>. <b>We recommend that you also inform the person you are paying that you have cancelled the payment.</b></p> <p>Alternatively, you can cancel the recurring payment directly with the person or organisation you are paying. If you cancel a recurring <b>card</b> payment, all future payments will also be cancelled.</p> <p>Please note that if we change your <b>card</b> number and/ or expiry date and you have used your <b>card</b> number to set up regular payments on your <b>account</b> to a person or organisation your payment mandate will be updated and future payments you make to them may be paid using your new <b>card</b> number and/ or expiry date.</p>
<p>Cash withdrawals</p>		<p>The money will be deducted from your <b>account</b> on the same day for cash withdrawals in pounds in the UK.</p> <p>For cash withdrawals in foreign currency outside the UK payment will be deducted from your <b>account</b> when we receive details of the withdrawal from Visa.</p>	<p>You can't cancel a cash withdrawal after you've pressed the button on the keypad agreeing to it.</p>

**In this table, references to cut-off times are to local times in the UK.**



## Payments overseas or in a Foreign currency

Payment Type	When we receive your payment instructions	When payments normally arrive at the recipient's bank	Can you cancel your instruction?
<p><b>SWIFT</b> – an international payment or a <b>Foreign currency</b> payment to another account within the UK.</p>	<p>At the time you ask us to make the payment using the <b>Internet Bank</b>, during opening hours at a <b>branch</b>, or, on an exceptional basis, by telephone.</p> <p>Payments are made on <b>working days</b> only. Payments due to be made on a weekend or bank holiday will be sent on the next <b>working day</b>.</p>	<p>Within 1 <b>working day</b> if your payment is made in an <b>EEA</b> currency and to a country in the <b>EEA</b> or the UK.</p> <p>If you make a payment to a country within the <b>EEA</b> or the UK that is not in an <b>EEA</b> currency your payment will normally arrive within 4 <b>working days</b>.</p> <p>Payments outside the <b>EEA</b> will take longer – please ask us for details.</p>	<p>You cannot normally cancel a payment after we have accepted your instruction.</p>
<p>SEPA Credit Transfer – a payment in euro to an account in the Single Euro Payments Area. You can find out which countries are in the Single Euro Payments Area on our website.</p>	<p>At the time you ask us to make the payment using <b>Internet Banking</b>, during opening hours at a <b>branch</b>, or, on an exceptional basis, by telephone.</p> <p>Payments are made on <b>working days</b> only. Payments due to be made on a weekend or bank holiday will be sent on the next <b>working day</b>.</p>	<p>Within 1 <b>working day</b>.</p>	<p>You can ask us to cancel a payment and ask the recipient's bank to return the money if you've made duplicate payments by mistake, there has been a technical fault or someone else has fraudulently made the payment from your <b>account</b>. You must ask us to cancel the payment within 10 <b>working days</b> of the payment date but there is no guarantee that the recipient's bank will return the payment.</p> <p>You can ask us to contact the recipient's bank to see if they will return a payment up to 13 months after the date of the payment for any reason but the payment can only be returned if the recipient agrees.</p>

### In this table, references to cut-off times are to local times in the UK.

If you make an overseas payment it may pass through one or more banks on its way to the recipient's **account**. Banks who are based outside the **EEA** or the UK may deduct their fees from your payment before it reaches the recipient. This could mean that the money the recipient receives is less than the payment you sent them.

If you make payments from your **account** to an account for another person or organisation and they move their account to another provider, your payment mandate may be updated and future payments you make to them may be paid to the person or organisation's new account.

### If I get a refund on my card when will the money be back in my account?

We'll be able to pay the refund into your **account** when we receive it.

### Can I use a Third Party Provider?

Yes, if you are registered for **Internet Banking**, you can choose to use a **Third Party Provider**:

- to make payments from your **account** on your behalf,
- to provide **account** information services to you

provided the **Third Party Provider** is acting in accordance with the relevant regulatory requirements and is a participant in the **Open Banking initiative**. You can check whether the provider is authorised and part of the **Open Banking initiative** in the information they give to you about the services they will provide and by checking [www.openbanking.org.uk](http://www.openbanking.org.uk).

If you have a joint account, each of you is entitled to consent to a **Third Party Provider** accessing information in respect of your **account** and/ or making payments from your **account**, and either of you can revoke any ongoing consent granted to a **Third Party Provider** to access your **account**.

We will treat any instruction from a **Third Party Provider** as if it was from you. A **Third Party Provider** should not ask you for your **Internet Banking** security details in order to provide their service. If you give your login/security details to a third party that isn't authorised by the Financial Conduct Authority or a European **Regulator**, we'll have to assume it's you that's authorising us to give access to your **account**, will treat payments instructed by that third party as authorised by you and will not be responsible for any losses you suffer as a result of misuse or disclosure of information about your **account** by that third party.

If you consent to a **Third Party Provider** having access to information concerning your **account**, we will assume that you consent to access being granted as frequently as the **Third Party Provider** requests it.

If you ask a **Third Party Provider** to request a payment and they don't do this, we won't be responsible for your payment not being made.

We may stop a **Third Party Provider** from accessing your **account** for reasons related to unauthorised or fraudulent access to your accounts by that organisation. We'll tell you about this using any of the contact details we hold for you unless this would compromise our reasonable security measures or would be unlawful.

If you want to cancel the consent you have given to a **Third Party Provider** to access your **account** you should contact them directly. Once a **Third Party Provider** has initiated a payment, you cannot normally cancel it. You can cancel some payments to be made in the future. Please see the '**Important information about payments**' table.

We will not share your Internet Banking security details with any third party.

### My personal details have changed, should I tell you?

Yes, you must tell us straight away if you change your personal details, the table below explains how to do this:

	Branch	Internet Bank	Over the phone
Name	Yes	No	No
Address	Yes	Yes	No
Telephone Number	Yes	Yes	Yes
Email Address	Yes	Yes	Yes

### Will you ever ask me to provide information to you in order to keep my account safe?

If we've taken action against someone else because of something that has happened on your **account**, you must help us and provide us with all the information we reasonably ask for. However, we will never ask you (and you should never tell anyone, not even our representatives) for your **Internet Banking** security data (such as your customer number, your passnumber, one time passcodes and card reader codes) or your **PIN**.

# Communication

## How will you contact me?

When we contact you for service and operational reasons, such as telling you about changes to terms and conditions, sending you information, letters or notices, we'll use any contact details we have for you. This includes your postal address, your telephone numbers and your e-mail address. We may also send you messages within the **Internet Bank** or **Banking app**.

On joint accounts, we'll send this information to the address or contact details of the first person named on our records only, even if you live at different addresses, unless we are required by **Law** to contact you both.

If we need to contact you because of a suspected fraud or because of security concerns relating to your **account**, we will do this by a secure method of communication. As part of this we may have to ask you to provide parts of your security information/personal information so we can be sure we are talking to you but we will never ask you to disclose a password or other information in full.

If we say in these terms and conditions that we will send you a personal notification, we'll contact you in at least one of the following ways:

- By writing to you (email, letter or text);
- Sending you a secure message or notice in **Internet Banking** or via the **Banking app** (where you are a registered user).

If we do not specify that we will send you a personal notification, we may then tell you in at least one of the following ways:

- Displaying information in **branch**;
- Displaying information on our website;
- Advertising in the press.

We may also contact you by:

- Phoning you;
- Speaking to you in person (in **branch**); or
- Any other way that is reasonable and appropriate at the time.

We may use your mobile phone number, e-mail address, secure messages through **Internet Banking**, push notifications through the **Banking app** or any new methods that may become available in the future to notify you of certain activity on your **account**. We'll use the most recent contact details we hold for you and you will be able to opt out of these alerts by contacting us. If you choose to opt out of these alerts you will be able to opt back in at any time by contacting us.

If we communicate by a method that would only be effective for UK residents (e.g. in **branch**), we will also do so by another method (e.g. by email or on the website) for the benefit of members who live elsewhere in the **EEA**.

In order to receive and see messages using e-mail and on the **Internet Bank** you must make sure that your device is set up correctly and has the right hardware, operating system and browser.

## How to contact us

There are times when you will need to contact us, for example, to report suspicious or unauthorised activity on your **account**. Where you need to do that in a specific way, we have set out the information in the relevant section of the terms.

If you need to speak to us about anything else, or you want to close your **account**, please contact us in any **branch** or call us on **03457 30 20 11**.

## Can my account be changed to a new current account?

At any time you can ask us whether we can move you to a different Nationwide current account and, if you are eligible and we agree, we will do this for you, ensuring you have access to your new account straightaway before we close your FlexBasic. From time to time we will review how you use and manage your **account** to see whether the **account** is still suitable for you. Following a review, if you are eligible for one of our other current accounts which offers greater access to a wider range of benefits and we reasonably believe you would benefit from that account, we may move you to it. We will give you at least **2 months'** notice before we move you, explaining why we are moving you and give you the terms and conditions for the account we are moving you to. During this **2 month** period you can:

- tell us that you do not want to move to the new **account** and you can keep your FlexBasic account, or
- ask us to move you sooner, before the end of the **2 months**.

If you don't do either of these things, we will move you to your new account at the end of the **2 months** and ensure you have access to your new account straightaway before we close your FlexBasic. After you have been moved to the new current account, you will still have 30 days to change your mind and we will move you back to your FlexBasic account.

## Can I have more than one FlexBasic account?

No, you can only have one FlexBasic account at any one time, which can be held in your sole name or jointly by you and another person.

## How will Nationwide use my personal information?

We will share information about you and your **account** within Nationwide so that we can better look after you and your **account**. We may also share information with other organisations in certain circumstances. Holding a FlexBasic will be noted on your credit file with a credit reference agency in the UK as holding a 'basic bank account' rather than just a 'current account'.

It is important you understand how the personal information you give us will be used so we strongly advise that you read our guide about how we use your personal information. You can find this by visiting [nationwide.co.uk/privacy](https://nationwide.co.uk/privacy) where you'll find a 'How Nationwide uses your Information' section.

From time to time we'll look at the way you use your **account** so that we can see how you look after your money. There may also be other services and products we can offer you in the future depending on if you are eligible and how you have looked after your money.

## Words we use

**Account** This means your Nationwide account which is either in your name or held jointly with somebody else.

**Banking app** This is a service you can register for if you are already registered for **Internet Banking** – it's an app that allows you to have access to your **account** via a mobile device.

**Branch** This means one of our branches in the UK, and you can find details of the locations of our branches at [nationwide.co.uk/support/contact-us/branch-finder](https://nationwide.co.uk/support/contact-us/branch-finder).

**Card** This means the debit **card** we issue on your **account**. We will make it clear whether the context means use of your actual card, or use of the details you store in an e-wallet.

**Cheques** You may receive payments in pounds sterling from other people in the form of a **cheque** drawn on a UK bank or building society, instructing payment of a specified sum in pounds sterling to you, which you can pay into your **account**.

**Direct debit** When you ask another person or organisation to take money in pounds sterling out of your **account** with us. You may also see this referred to in our current account literature as -The customer permits someone else (recipient) to instruct the account provider to transfer money from the customer's account to that recipient. The account provider then transfers money to the recipient on a date or dates agreed by the customer and the recipient. The amount may vary.

**Direct debits** are often used to pay for things like magazine subscriptions or gym or club membership. We do not offer members the ability to set up direct debits in Euros and you can only set up a **direct debit** with the organisation you are paying. If you've set up any **direct debits** on your **account** to pay another person or UK organisation and that person or UK organisation's bank doesn't take any money from your **account** for a long time (usually 13 **months** or more), we can delete the record from your **account** unless the person or the UK organisation you are paying tells us that it shouldn't be deleted.

**EEA** The European Economic Area and the countries currently in the **EEA** are Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden.

**Electronic payment** Payments made into or out of your **account** via electronic banking systems. This includes **direct debits**, **standing orders**, bill payments, **Paym** payments, CHAPS and overseas payments.

**Exchange rate** The rate used to convert a payment in a **Foreign currency** to or from pounds sterling (e.g. to calculate how many euros is equal to one pound).

**Financial Ombudsman Service (FOS)** The Financial Ombudsman Service was established in 2001 and helps settle disputes between consumers and UK-based businesses providing financial services, such as banks, building societies and insurance companies.

**Foreign currency** Means a currency other than pounds sterling.

**Interest** The extra money we may pay into your **account** if you have money in your **account**.

**Internet Bank/Internet Banking** This is a service you can register for with us that allows you to have access to your **account** via a secure site you can log in to via [nationwide.co.uk](https://nationwide.co.uk)

**Law** Means any law, regulation, code or other duty that applies to us or which we have agreed to follow.

**Law in the UK** Means the law of England and Wales.

**Month** Means a calendar month.

**Nationwide cash machine** Means one of our cash machines, which we refer to in this agreement as 'our self-service machine(s)', a 'Nationwide cash machine' or a 'Fast Cash' self-service machine'.

**Open Banking initiative** means the UK's Open Banking initiative, which Nationwide is a participant in. You can find out more information about Open Banking at [www.openbanking.org.uk](http://www.openbanking.org.uk)

**Paym** This is a service you can register for with us. It's a UK payment service which will allow you to make and receive payments securely using a UK mobile phone number.

**PIN** Personal Identification Number. It's a 4 digit number that you need to remember to use when you use your **card** at cash machines or to buy things in shops.

**Regulator** An organisation that supervises financial institutions to ensure certain requirements, restrictions and guidelines are followed, aiming to maintain the integrity of the financial system and provide the best outcome for customers. We're subject to the requirements of a number of **Regulators** such as the Prudential Regulation Authority (PRA), the Financial Conduct Authority (FCA), the Payment Systems Regulator (PSR) and the Information Commissioner's Office.

**Standing order** When you ask us to pay a set amount of money at regular intervals (e.g. weekly or **monthly**) to someone else's bank account or when someone else pays a set amount of money at regular intervals into your **account**. You may also see this referred to in our current account literature as – The account provider makes regular transfers, on the instruction of the customer, of a fixed amount of money from the customer's account to another account.

**Statement** A record of what has been paid into and out of your **account**.

**SWIFT** A way of making a pounds sterling payment from the UK to another country or a payment in a currency other than pounds sterling. **SWIFT** cannot be used to make payments in euros to an account within the Single Euro Payments Area.

**Telephone Banking** Means our telephone banking service.

**Third Party Provider** Means a third party payment service provider which is authorised by **Law** to access information and/or give instructions to make payments from online payment accounts operated by other providers (such as us and other building societies, banks and credit card issuers).

**Working day** Any day which is not a Saturday or Sunday, or a Bank Holiday in England and Wales. Where, due to time difference, it is a different day in England and Wales than in your jurisdiction (e.g. it is Tuesday in your jurisdiction and Monday in England and Wales), references should be read as referring to the day in England and Wales (Monday, in this example).

In this document, references to cut-off times are to local times in the UK.





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**Just ask in branch**

Call **03457 30 20 11**

Visit **nationwide.co.uk**



Nationwide cares about the environment - this literature is printed in the UK with biodegradable vegetable inks on paper from FSC® certified and other controlled material.

You can order all our publications in large print, Braille or audio format. Your local branch will arrange this for you or you can contact us on **03457 30 20 11** (or **+44 1793 65 67 89** if you are calling from outside the UK). 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.

Nationwide Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 106078. You can confirm our registration on the FCA's website [www.fca.org.uk](http://www.fca.org.uk)

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

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