# **Our Savings Terms and Conditions**



**Building Society** 

These terms and conditions are full of useful information, so please read them carefully. Once you've done this, it's a good idea to keep them in a safe, handy place just in case you need to refer to them later.

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# About our agreement with you

Our Savings Terms and Conditions make up part of the agreement we have with you.

This agreement is also made up of:

- your Product Terms and Conditions
- your interest rate
- our savings promises to you
- any other document we give you and tell you are additional terms and conditions.

When we talk about the 'agreement' or the 'terms and conditions' we mean all the information mentioned above. Our right to change the terms and conditions (see Sections 04 and 12) applies to any of this information.

As well as the terms and conditions, our Rules will apply to you because you're a member of this Society. You become a member by having a savings account with us. You'll find an up-to-date version of the Rules at **nationwide.co.uk**If you prefer paper, you can ask us for a copy of the Rules, or any other part of the agreement whenever you like.

## About your Product Terms and Conditions

These are specific to your savings product and they have priority over anything that's said differently in another part of the agreement. Your Product Terms and Conditions include:

- how and when we pay interest
- the ways you can pay money in and take money out
- any limits on the amount you can pay in
- any restrictions on taking money out. For example, if there are limits on how many times you can withdraw money, or if you have to pay charges or give us notice.

## About our savings promises to you

We make the following commitments to our members about the way we run our savings accounts and cash ISAs:

- 1. We won't offer 'brand new customer only' savings accounts.
- 2. We'll reward existing savers with exclusive savings accounts (product eligibility criteria will apply).
- 3. We guarantee our Fixed Rate ISA rates will match or beat our equivalent Bond rates.
- 4. Earn interest on your cash ISA as soon as we receive your transfer application, provided that your funds are free to move and not subject to any notice period.
- 5. We offer a Rate Guarantee when you take out another Fixed Rate Branch Bond or Fixed Rate ISA if our rate changes between the dates we notify you of your options and your existing product maturity date, we'll give you the better rate as long as you get back to us by your maturity date.
- 6. So long as you're registered for SavingsWatch‡, we'll email you a Savings Summary once a year showing your products' interest rates, and our range of savings accounts.
- 7. We'll give you a free Savings Review to help you find out if you can get more from your savings.
- ‡ There are conditions you'll need to meet first. Terms and conditions, and eligibility criteria will apply.

## **(£)** What your savings account is for

Your savings account is for your personal use to help you save money for when you need it. You must not use it for business purposes and it's not intended to be used like a current account for managing your day-to-day finances. If you're looking for an account for these things, just let us know and we'll try to help you find something that suits you better.

## ! Key terms you need to know

## 'Nationwide', 'the Society', 'we', 'us' or 'our'

When we say these things, we're talking about Nationwide Building Society. Our Head Office is: Nationwide House, Pipers Way, Swindon, Wiltshire, SN38 1NW.

## • 'You', 'your' or 'account holder'

And when we say these things, we're talking about the person(s) named as the account holder(s).

#### When there's more than one account holder

If there's more than one of you, 'you' or 'your' means any or all of you. The terms and conditions will apply to each account holder as an individual and to all account holders as a pair or group. And if one account holder asks us to do something, we'll assume all account holders are happy and have asked us to do it. For example, this will apply if one account holder asks to take out money or close the account.

It's also only the first named account holder who may be able to vote at our Annual General Meeting.

When we send letters, statements, notices or other information, they'll show the names of all the account holders. Although we may only send them to the address of the first named account holder if the account holders live at different addresses.

So please think carefully about whose name appears first on the account.

#### When you need someone else to run your account

It may be possible for someone else to run your account on your behalf. You can give permission for this by entering into an agreement with us, or by granting a valid power of attorney. A court may also order that someone else can run your account.

Someone acting on your behalf may not be able to do everything on your account that you can do. We'll explain any limitations when we're asked to allow another person to run the account.

## What we mean by 'working days'

A working day is any day except a Saturday, Sunday or bank holiday.

## Getting in touch with each other

## How to contact us

You can contact us in a way that suits you:

- through the Internet Bank (if you're registered)
- visit one of our branches
- phone us.

We've included a list of useful phone numbers at the end of these terms and conditions. They don't form part of our agreement with you, and we may change them without telling you first. Our latest phone numbers can be found on **nationwide.co.uk** or you can ask in branch.

# What to do if your cash card is lost or stolen, or you think someone else is trying to use your account

If you're worried someone else knows your security information or that money's been taken from your account without your permission, you should tell us in branch or by phoning us. We have a specific phone number you can use to call us 24 hours a day, seven days a week. This is one of the numbers listed at the end of these terms and conditions and is also on **nationwide.co.uk** 

## ! How you can make a complaint

We hope we always live up to your expectations, but if we don't, we want to know so we can put things right. If our service isn't what you expected, or we make a mistake, you can contact us in any of the ways set out above. We'll investigate and try to put things right as soon as possible.

## What to do if you're still not happy

If you're unhappy with our response and want to take your complaint further, you can ask the Financial Ombudsman Service to look at it. This is a free, independent service and you can find out more at **financial-ombudsman.org.uk** 

If you refer your complaint to the Financial Ombudsman Service, you must do this within six months of receiving our final response. You can ask the Financial Ombudsman Service to consider your complaint without giving us a chance to resolve it first, but they will only do this if we agree.

## How we'll contact you

When we say we'll tell you about something personally, we'll contact you in one of these ways:

- by writing to you (by email, letter or text)
- by sending you a notice or push notification through the Internet Bank or our Banking app

If we don't say we'll tell you personally, we may contact you:

- by displaying the information in branch
- by displaying the information on our website

And at any other time, we may also contact you:

- by phone
- by talking to you face-to-face (in branch)
- in any other way that's appropriate.

## (4) Keeping us up to date with your contact details

If you change any of your personal details, such as your name, postal address, phone number or email address, please let us know straight away. If you don't, you might not receive important information about your account. You also risk confidential information being sent to your old address, where it might end up falling into the wrong hands. Sometimes, if any letters we post to you are returned to us, or you're living outside the UK, we may stop money being paid into or taken out of your account, or stop you from using it (see Section 10).



## How we work out interest on your money

We'll give you details of your annual interest rate when you open your account, including whether we're free to change the rate.

We work out your daily interest rate by dividing the annual interest rate by 365. We then work out your interest based on the amount of money you have in your account at the end of each day.

So, if you pay money into your account, it'll usually start earning interest on the day we receive it, but it won't earn interest on the day you take it out.

If you pay money in by cheque, it's a bit different. Your money will usually start earning interest from the next working day after we receive it.



## If you use a paying-in machine

For most types of paying-in machine, we'll receive your cash or cheque on the day you put it in the machine.

Sometimes though, you'll need to place your cash or cheque into an envelope before putting it into the paying-in machine. We call this a 'drop paying-in machine'. With this type of machine, we won't receive the cash or cheque until it's emptied, which will be no later than the next working day.



The interest may be subject to income tax or other taxes and costs which are not charged by us. You can find out more by contacting your local tax office or by visiting hmrc.gov.uk



## Changes to your interest rate or related product features

In this Section, we set out when we can change your interest rate or make any of the following types of change:

- introducing or changing an account fee for holding your account with us
- introducing, removing or changing interest rate tiering on your account (where you'll get a different interest rate depending on how much money you have in your account)
- changing the amount of any interest you lose or any charges you need to pay if you close your account early
- changing any period of notice you must give us before you take money out.

And just so you know, when we make any changes, we'll always act proportionately and responsibly in the broader interests of our members.



## **Changes which benefit you**

We may increase your interest rate, or make other changes which benefit you, at any time. We don't need a reason to make a change that benefits you.



## Changes which don't benefit you

We may reduce your interest rate, or make other changes which don't benefit you, for the following reasons:

## To manage the cost of raising money we lend

This is because we use your savings and money raised from other sources to help members borrow money, for example in the form of mortgages. So, we need to balance the interest rate we pay (and/or account fee we charge) with the rates we charge borrowing members and the cost of raising money from other sources.

For example, we may make a change if:

- there's a change to the Bank of England Base Rate or another relevant market rate
- we need to reduce our rates to attract and retain members who borrow from us.

## If there are changes to rates or account fees on other savings accounts

We may reduce the interest rate and/or increase any account fee to reflect rate or fee changes that others are making on similar savings products. We may also make changes to make sure interest rates and/or account fees are consistent with those for new members.

## If there are changes in the law

We may make a change to reflect any changes, or changes we reasonably expect to happen, in the law or any code of practice, which apply to us. We may also make a change to respond to the decisions of any court or ombudsman.

## To meet regulatory requirements

For example, we may make a change to reflect any changes in regulatory requirements or guidance, or to make sure we can continue to meet existing requirements or guidance. This includes any requirements affecting the amount of money we have to hold in our reserves.

## If our running costs change

If these costs change, we can make a change to reflect them. Our running costs could include administrative costs, employment costs, building costs and technology costs or the costs of a service or benefit provided by someone else.

If your product doesn't have a fixed end date, you could hold your account with us for a long time. We can't be aware of everything that might happen during this time, which 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.

Where your product has a fixed end date, we can still reduce the interest rate, or increase any account fee or charge for any other valid reason which isn't listed above.



## % Telling you about interest rate changes

## Increasing the rate

We may not tell you before we increase your interest rate, but we'll let you know within 30 days after the change. We may not tell you personally.

## Reducing the rate where you have £100 or more in your account

We'll tell you personally at least 14 days before we reduce your interest rate. If you don't want to accept the reduced rate, you can close your account. Sometimes, your Product Terms and Conditions say you must pay a charge, lose interest or give notice if you want to close your account or switch to another product. This won't apply for 30 days after we tell you about the change.

## Reducing the rate where you have less than £100 in your account

We won't tell you personally, but you can find out your new rate at **nationwide.co.uk** or in branch.



## Telling you about the other types of change, and what happens if you don't want to accept the change

Section 12 includes details of how we'll tell you about these changes, and what happens if you don't want to accept them.

## Paying money into your account

Depending on the savings product you have, you may be able to pay money into your account:

- in cash
- by cheque
- · by electronic transfer.

Your savings product may also have limits on when and how much you can pay in. For example, on some products you can only pay money in for a short period after you open them.



## Paying money in from overseas or in a foreign currency

Any payment into your account must be in UK pounds sterling and any cheques must be from a UK building society or bank. You can't make overseas electronic transfers into your account except for CHAPS transfers, BACS transfers or Faster Payments from an account in the Channel Islands or the Isle of Man.



## Paying money in by cheque

You can pay in a cheque as long as it doesn't have a date in the future and it's less than six months from the date on the cheque.



## What happens if money is paid into your account by mistake?

If someone pays money into your account by mistake, we may be asked to pay it back. If this happens, we'll look into it and if we reasonably think the request is valid, we'll stop you from taking the money out and try to contact you.

We'll then aim to give you time to tell us if you disagree that the money was paid in by mistake. If we don't hear from you, or we're reasonably sure the money was paid in by mistake, we'll take the money from your account and return it.

If we don't return the money, we must give information about you, your account and the payment to the building society or bank that made the payment. It's legally entitled to this information so that it can take steps to get the money back.

If we pay money into your account by mistake, we can take it back out again.

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## Taking money out of your account



## When your money will be available to take out

If you pay money in by electronic transfer or in cash, it will be available for you to take out on the same day we receive it. This means that when you pay cash in using a 'drop box paying-in machine' (see Section 03), the money will be available to withdraw no later than the next working day.

If you're paying money in by cheque, it needs to go through a process called 'clearing' first. The clearing times are as follows:

If a cheque is paid in	The cheque will be cleared for withdrawal and certainty
at a branch counter or received by post on a working day, or	at the end (11.59pm) of the next working day
using a paying-in machine (other than a 'drop box paying-in machine') before 7pm on a working day	
on a Saturday, Sunday or bank holiday, or	at the end (11.59pm) of the second working day
using a 'drop box paying-in machine', or any other paying-in machine after 7pm on a working day	

When we say a cheque's cleared for 'certainty', we mean that the money belongs to you and we won't be required to pay it back to the paying building society or bank. This won't apply if you've knowingly been involved in fraud, or we reasonably suspect you have.

Please note that, even if the money in your account is available for you to take out, your agreement may limit or restrict you from doing this.



## How can you take money out?

Depending on the savings product you have, you may be able to take money out of your account:

- in cash
- by Building Society cheque
- by electronic transfer.

## Taking money out by electronic transfer

Type of electronic transfer	When we accept your request to take money out	When the money normally arrives at the account you're paying it to	Can you cancel your request?
Faster Payment	When you ask us to make the transfer using the Internet Bank or Banking app, or at a branch counter.  If you send us a written request in the post, on the working day we receive it.	Before the end of the next working day (but usually within two hours) or, if you send us a written request in the post, within two working days.	No
Internal transfer to another account you have with Nationwide	When you ask us to make the transfer using the Internet Bank or Banking app, or at a branch counter.  If you send us a written request in the post, on the working day we receive it.	Before the end of the next working day (but usually immediately) or, if you send us a written request in the post, within two working days	Not usually*

<sup>\*</sup> When you put money into a new savings account or withdraw money at the end of a Bond's term, you may ask for the transfer to be made on a future date. You can cancel a future dated transfer any time up to 4pm on the day before it's due to be made. You can do this by getting in touch with us in one of the ways set out in Section 02.

Our savings products don't allow you to make withdrawals by setting up a direct debit or standing order. And the only overseas electronic transfers allowed are Faster Payments to an account in the Channel Islands or the Isle of Man.



## How to ask to take money out

We need to make sure we have your consent before we can go ahead with your request to take money out. You give your consent by following these steps:

## Through the Internet Bank and Banking app

Logging on using a combination of:

- your log-in or other security details
- biometric information (such as your fingerprint)
- your card reader
- · your mobile device
- · a security code,

and confirming details of the withdrawal you want to make.

#### At a branch counter

Handing a signed written request to one of our branch staff. You'll need to hand over your cash card, if you have one, and we may also ask you for additional information or documents to confirm your identity.

#### Using a cash machine

Putting your cash card into a cash machine, entering your PIN and confirming the amount you want to take out.

## Through the post

Sending us a signed written request to take money out.

If you've followed the correct steps for making a withdrawal, we may assume you've made the request and won't have to make further checks.

To help prevent financial crime, we may need to make extra checks to make sure it's really you who's asking to take money out of your account. This might delay it, or we might not allow the money to be taken out at all. We won't be responsible for any loss because of this.

## How to take money out by electronic transfer

If you want to transfer money to another account, you'll need to give us the following information:

- If you're moving money outside of Nationwide, the name and address of the building society or bank you're making the payment to.
- The sort code and account number. Please make sure these are correct as we'll use them to make the transfer.
- The name of the person or organisation you're transferring money to.
- The amount.
- A reference so you can keep track of the transfer.

If you give us the wrong account details, we'll try to get your money back if you ask us to, although we may charge you for doing this. We'll agree any charge with you before taking any action.

Sometimes, you might ask us to transfer money or pay interest to another account, but we've been told the account has been moved to a different building society or bank. When this happens, we'll transfer the money to the new account and make sure that future transfers or interest are also paid to the new account.

## Where to find out what limits apply

There may be limits on the amount you can take out of your account at any time. Examples include:

- A limit on the amount you can send by Faster Payment in one go. If you want to take out more, you'll need to make separate withdrawals for amounts below the limit.
- Daily limits on the amount you can take out by cheque or in cash at a branch counter.
- Daily limits on the amount of cash you can take out from a cash machine.

But we'll let you know of any limits when you ask to take money out. You'll also find details on **nationwide.co.uk** Sometimes, for security reasons, we'll also set other limits without letting you know.

## What happens if you don't have enough money in your account?

You can't take money out unless you've got enough money in your account to cover the withdrawal amount and any charge for making it. If you do have to pay a charge, we'll take it from your account along with the amount you're taking out.

If your account balance goes below zero, you must take steps straight away to return it to at least zero.

## Money returned to us

If any of the money you take out of your account is refunded or returned to us, we'll pay the money into your account when we receive it. This may happen, for example, if you've asked us to transfer money to an account that doesn't exist.



## When you'll remain responsible for making a payment

Sometimes we won't be able to go ahead with a withdrawal from your account. This may be because:

- your account has been closed; or
- something unusual or unexpected has happened which we couldn't control, and we couldn't have avoided despite our best efforts. For example, because of a failure in the systems processing the payment or due to an industrial dispute.

If this happens, you'll be responsible for finding another way to make the payment.

# Information about payments into and out of your account

You can find out about payments into and out of your account by viewing them in the Internet Bank (if you've registered) or by contacting us (see Section 02).

When you make a payment out of your account, we'll usually tell you about it personally within a few days. Sometimes, we may choose to group payments together - if we do this, we'll still tell you personally about payments from your account at least once a month.

If you make a payment using the Internet Bank or our Banking app, we'll always tell you personally about the payment using the Internet Bank. This means that other joint account holders who aren't registered for the Internet Bank may need to ask us for the information.

Withdrawals made by cheque or in cash are treated differently. Here, we may not tell you about the payment personally, but we'll always give you information about it if you ask.



## Looking after your account

We'll do all we can to keep your account safe but there are things you need to do too:

## Keep your security information safe

This can include:

- your personal identification number (PIN)
- your password
- a security code
- your log-in details
- any other security information.

Take care not to write them down in a place where they might easily be found or in a way that makes it obvious what they are.

Let us know as soon as possible if you think someone else knows any of your security information or is using it without your permission.

## Take care of your cash card

Please tell us as soon as possible if it's lost or stolen. If you find your cash card later on, you must destroy it.

If you need to sign your cash card, sign it as soon as you get it.

## Let us know if something doesn't arrive

If you're expecting to receive something from us, such as a cash card, PIN or statement and it doesn't arrive, let us know straight away.

#### Check your account regularly

Tell us immediately if you see anything unexpected or you don't recognise something on your statements or the Internet Bank.

## Please do the things we ask you to

Sometimes we may ask you to do other things to keep your account safe and it's important you do as we ask. But please make sure it's definitely us contacting you and not someone pretending to be from Nationwide. Our staff will never ask you to tell us your PIN or other security information in full.

You can find out more about how to keep your account safe on **nationwide.co.uk** 



## Asking you for extra information

We may sometimes ask you for extra information to prevent money laundering, financial crime and sanctions breaches and to meet other legal and regulatory requirements. If we ask, you must give us this information straight away - if you don't, we may delay or refuse to make your payment, stop you from paying money into your account, or stop you from using your account. We won't be responsible for any loss you suffer because of this.



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

If you think this has happened, tell us as soon as possible.

If you tell us that money has been taken out of your account without your permission, we'll look into it immediately. As long as you've told us within 13 months of the money leaving your account, we'll normally refund the money by the end of the next working day and put your account back to how it would've been if the money hadn't been taken out. However, we won't do this where we think you may not be due a full refund.

If we ask you to, you must help us with our investigation and with any action we take against whoever took out the money without your permission.



## When you won't get a full refund

If we find out that the money was taken out with your permission, you've been fraudulent, or we reasonably suspect you've been fraudulent.

We also won't refund money taken from your account if you've not done something you have to do under these terms and conditions, either on purpose or with 'gross negligence'. This will only apply to money that's taken before you tell us there is a problem with the security of your account (see Section 02).

When we say, 'gross negligence', we mean you've done or not done something that was very obviously wrong or careless. For example, you may not have kept your cash card safe or your PIN secret.

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# When we may stop money being paid into or taken out of your account, or stop you from using it

If we reasonably think there's fraud or other unlawful things happening on your account, we can stop money being paid into it or taken out. We can stop just one payment or all payments, or stop you from using your account. If we stop you from using your account, this may also mean that we no longer send you any statements or other communications.

We can also stop you from making a withdrawal from your account if:

- there's not enough money to cover it
- the terms of your savings product don't allow you to take the money out
- we reasonably believe you didn't ask to take the money out
- your request to take the money out is unclear, incomplete or the details of the account you want to pay money to are wrong
- it might cause us to act unlawfully or in breach of a regulation, code of practice, court order or other duty
- we've told you that we're going to use our right of set-off (see Section 13).

## (!)

## When we can stop other services

We can stop you from using your cash card, PIN, password or log-in details for the Internet Bank or our Banking app where:

- we think your security information is being used without your permission or fraudulently
- we think that the device or the security information you're using to request a payment may not be secure.



## If you've changed address, we've lost touch with you or you're living outside the UK

We may stop money being paid into or taken out of your account, or stop you from using it, if:

- you've not paid any money in or taken any money out of your account for at least 36 months and we've been unable to get in touch with you.
- any letters we post to you are returned to us. We'll only do this until you give us your new postal address.
- we reasonably think you're living outside the UK and we reasonably believe this increases the risk of fraud or other unlawful things happening on your account. For example, we may do this where the Government says there's a high risk of money laundering or terrorism in the country you live in.

## (!)

## When we'll tell you about any steps we take

Where we need to act urgently, we'll do so straight away and tell you about it afterwards. If it's not urgent, we'll try to tell you before we take any action and explain our reasons.

Sometimes, we won't tell you at all because it would be unlawful if we did.



## What happens if there's a dispute between account holders?

If an account is held by more than one person and there's a dispute between you, you must tell us straight away. We can stop any request to take money out or to close the account, or we may ask all account holders to make a request in writing.



# What happens if we make a mistake with a payment?

We always try our best to get things right, but sometimes we may do something that means a payment into or out of your account goes wrong. If this happens, we'll make any refund immediately and put your account back to how it would have been if the mistake hadn't been made.

If we later find out that it was your mistake and not ours, we'll deduct the amount of any refund from your account.

Sometimes, our mistake may mean that a payment to an account with another building society or bank is made late. If this happens, you can ask us to make sure the other building society or bank, applies it to the account as if it had been made on time.



#### When we won't be liable

We won't be liable for things that go wrong if they happen because of something outside our control. For example:

- Something unusual or unexpected happens and we can't avoid it despite our best efforts, such as a technical failure with our cash machines.
- We have to comply with the law.

## Changes to your terms and conditions

In Section 04, we let you know when we can make changes to your interest rate or related product features. This section sets out when we can make changes to any of the other terms and conditions for your account, including changing administration fees.

When we make any changes, we'll always act proportionately and responsibly in the broader interests of our members.

## Reasons we can make a change to the terms and conditions

## If there are changes in the law

We may make a change to reflect any changes, or changes we reasonably expect to happen, in the law or any code of practice, which apply to us. We may also make a change to respond to the decisions of any court or ombudsman.

## • To meet regulatory requirements

For example, we can make a change to reflect any changes in regulatory requirements or guidance, or to make sure we can continue to meet existing requirements or guidance.

## If our running costs change

If these costs change, we can make a change to reflect them. Our running costs could include administrative costs. employment costs, building costs and technology costs, or the costs of a service or benefit provided by someone else.

## Due to developments in technology, or to the way we want to provide our services, or the way the banking industry generally delivers services

For example, to reflect advances in digital banking.

If your product doesn't have a fixed end date, you might hold your account with us for a long time. We can't be aware of everything that might happen during this time, which means that 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.

Where your product has a fixed end date, we can still increase or introduce an administration charge for any other valid reason which isn't listed above.

If we want to make a change that benefits you, we don't need a reason to make that change.



## (!) Telling you about changes to your terms and conditions

How and when we'll tell you about a change depends on the type of change we're making.

## Where the law requires us to give you two months' notice

For some terms and conditions, we'll tell you personally about the change at least two months before we make it.

This is a legal requirement and mainly applies to terms and conditions dealing with the way we manage some payments into and out of your account. It includes changes to Sections 05 to 11 and Sections 14 to 15. It also includes changes to other information such as how we can contact each other about a payment and when we can make changes to this paragraph.

### Where the law doesn't require us to give you two months' notice

If we make a change to the terms and conditions that disadvantages you, we'll tell you personally at least 30 days before we make it.

If we're making a change that doesn't disadvantage you, we may make it without telling you first. We'll always tell you about it within 30 days after the change, although we may not tell you personally.



## What happens if you don't want to accept the change

If you don't want to accept a change and your Product Terms and Conditions allow it, you can close your account. If you don't close your account, we'll treat you as having accepted the change on the day we made it.

If your Product Terms and Conditions say you can't close your account before the end of the fixed term, or that you have to pay charges, lose interest or give notice when you close your account or switch to another product, this won't apply:

- from the date you're given notice up until the date the change is made (if the law requires us to give you at least two months' notice)
- for 60 days from the date we give you notice (if we must give you at least 30 days' notice of a change that disadvantages you).



## Moving your account to a different product

Sometimes, we may move your account to a different savings product, for example, where we're closing the type of product you have.

Where we do this, it'll be for one of the reasons for changing the terms and conditions listed above. We'll also compare the terms and conditions of the old and new products and treat you in the same way as if we were just changing the terms and conditions. This applies to how we tell you about the move and what you can do if you're not happy for this to happen.

Just so you know, the above will not apply if your account moves automatically to a different product, for example, when a fixed term ends.



# Using money in your account to pay money you owe us ('set-off')

If you don't pay us money you owe us when it's due, for example on a mortgage or credit card, we can pay it using money you have in your account. This applies to all money you owe us, or any other company in our group (including The Mortgage Works (UK) plc and UCB Home Loans Ltd).

We can do this unless the law or other restrictions prevent it. For example, we won't use any money we think you need for essential living expenses or important debts, and we won't use money you're holding for someone else.

Where the account's in your sole name, we can use money in it to pay:

- a debt only you owe us
- a debt that you owe us together with another person, or other people.

Where the account's a joint account, we can use money in it to pay:

- a debt owed to us by one or more of the account holders
- a debt owed to us by one or more of the account holders and another person, or other people, together.

We'll tell you at least 14 days before we use any money in this way.

## Closing your account

If your savings product has no fixed end date, your account will continue until it's either closed by you or we close it. Where your product has a fixed end date, your account will continue until that end date and we'll then close it or move it to a new product.



## If you change your mind after you open your account

You normally have 14 days from the date you opened your account to ask us to close it. If you didn't receive your terms and conditions until after you opened your account, you'll have 14 days from the date you received them.

If you ask us to close your account within those 14 days, we'll return the money you've paid in and pay you any interest you've earned. You won't lose any interest or pay any charges for closing your account.

If you need to pay us any money under this agreement, you must pay it within 14 days of telling us to close the account.

If you don't close your account within the 14-day period, your account will continue as described above.

## Closing your account at any other time

If your Product Terms and Conditions allow, you can close your account any time you want by getting in touch with us. You'll find out how to contact us in Section 02.

You may have to pay a charge, lose interest, or give notice before closing your account unless other terms and conditions say you don't. For example, you won't have to do this if we make a change to the terms and conditions that's to your disadvantage (see Section 12).

You can't close your account until any money paid in has been cleared.

## (×) When we can close your account

We can close your account at any time as long as we tell you personally at least two months' before we close it. If your savings product has a fixed term, we'll make sure the notice period doesn't end before the end of the fixed term.

We can, however close your account straight away in exceptional circumstances, even when your product has a fixed term.

Here are some examples of exceptional circumstances:

- We're legally required to close your account.
- You have, or we reasonably believe you have, used the account for illegal or fraudulent purposes.
- By keeping your account open, we reasonably believe we may:
  - break a law, regulation, code, court order or other duty
  - be exposed to action from a regulator, government or law enforcement agency.
- You've been threatening or abusive towards our staff.
- You didn't meet the terms and conditions to open the account or didn't qualify for your savings product.
- You've committed a serious breach of your account's terms and conditions or you've repeatedly breached them.
- You don't provide us with information we ask you for about your identity or your tax position.



## If an account holder dies

If you're the sole account holder, we'll pay the money in your account along with any interest to your personal representatives. These are the people who, on your death, are responsible for administering your estate.

Your personal representatives don't need to give us notice to close the account or take money out. They also won't have to pay any charges, won't lose any of the interest already earned and won't have to wait until the end of a fixed term.

And, where there is more than one account holder, the surviving account holder(s) can keep the account open in their name(s) or ask us to close it.

Different arrangements may apply if the money in the account is being held on behalf of someone else, for example if the account is held in trust.



## (11) Can you transfer your account to someone else?

No. You can't transfer your account or any of your rights or obligations under it to another person.



## (!) When nothing happens on your account for a long time

We take part in the dormant account scheme under the Dormant Bank and Building Society Accounts Act 2008. If nothing happens on your account for 15 years (or another period specified by law) - for example, you don't pay money in or take money out - we can transfer the money in your account to a reclaim fund. The reclaim fund uses the money for good causes.

You'll still be able to get your money back though and you can ask us how to do this at any time.

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## Law, language, personal information and our regulators



## The law applying to the agreement between us

The agreement, the operation of your account and any discussions we've had with you about entering into the agreement is governed by English law.

If you want to bring a court claim about this agreement, the courts of England and Wales can deal with it. This does not stop you from bringing a claim in a local court if you live in another country.



## The language we use

This agreement is in English and we'll always use English when we communicate with you.



## Using your personal information for payment services

You consent to us accessing, processing and keeping any information you give us, so we can provide payment services to you. If your Product Terms and Conditions allow, you can withdraw this consent by closing your account (see Section 14). If you do this, we'll stop using your information for this purpose, but we may continue to process information about you for other purposes where we're required to or allowed to by law.



## **Our regulators**

The Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority under registration number 106078. You can confirm our registration on the FCA's website fca.org.uk

Our VAT Registration Number is: GB 485 9633 89.

## **Useful phone numbers**

Please note that for various legal, regulatory, and customer service requirements, your calls may be recorded.

## Savings general enquiries

03457 30 20 11

If your cash card is lost or stolen, or you think someone else is trying to use your account 0800 055 6622

**Complaints** 

0800 30 20 15

### If you're calling from outside the UK

+44 1793 65 67 89

This number can be used for any of the enquiries shown above.





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You can receive this document and others like it, in Braille, large print or on audio CD. Just call **03457 30 20 11** or visit your local branch if you'd like us to arrange this for you.

## If you have hearing or speech difficulties:

- You can use Text Relay if you have a textphone. Dial **18001**, followed by the phone number you want to ring
- SignVideo is also available if you're deaf and use British Sign Language.
   Just visit Signvideo.co.uk

To find out about other ways we may be able to help, search 'accessibility tools' on nationwide.co.uk

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