

# Our Cash ISA

## Terms and Conditions

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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## Our Cash ISA Terms and Conditions

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# 01

## About our agreement with you

Our Cash ISA 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 cash ISA 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 cash ISA 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 early access charges or give us notice.

### How we've set up our cash ISA

If you have more than one of our cash ISA products, each product will usually be part of a single cash ISA. We call this single cash ISA a 'portfolio cash ISA'.

With a portfolio cash ISA, you can pay money into your different products, but you'll only be paying into one cash ISA. You'll have a separate account for each of your cash ISA products.

Some of our cash ISA products cannot be set up like this and are treated as stand-alone cash ISAs. Your Product Terms and Conditions will say if this applies to your cash ISA product.

If you have a portfolio cash ISA with us, when we talk about your cash ISA, we mean your portfolio cash ISA.

## About the ‘ISA Regulations’

When we talk about the ISA Regulations, we mean the Individual Savings Account Regulations 1998. This includes any changes made to those regulations, or any new law or regulations which add to or replace them.

The ISA Regulations apply to your cash ISA. If these terms and conditions don't comply with the ISA Regulations, then they must be read in a way which means they do.

### 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 Cash 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.

## What your cash ISA is for

Your cash ISA is for your personal use to help you save money without paying tax on any interest you earn on it. You must not use your cash ISA 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 named as the account holder.

### **Can there be more than one account holder?**

No. A cash ISA can only be opened in your own name, joint accounts are not allowed.

### **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.

## 02

# 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](https://www.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.

## Keeping us up to date with your contact details

If you change any of your personal details, such as your name, permanent residential 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).

# 03

## 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.

## Tax

As long as you comply with the ISA Regulations, your interest is paid free of any income tax. There may be other taxes, and costs which are not charged by us.

Any tax treatment depends on your individual circumstances and could change in the future. You can find out more by visiting [hmrc.gov.uk](https://www.hmrc.gov.uk) or contacting HM Revenue & Customs.

# 04

## 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. This includes any changes to the tax treatment of cash ISAs. 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 and your Product Terms and Conditions allow it, 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](https://www.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.

# 05

## **Paying money into your account**

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

- in cash
- by cheque
- by electronic transfer.

### **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.

### **Limits on paying into an ISA**

There are four different types of ISA: a cash ISA, a stocks and shares ISA, an innovative finance ISA and a Lifetime ISA. In any tax year, you may pay money into:

- only one Lifetime ISA
- any number of cash ISAs, stocks and shares ISAs and innovative finance ISAs. However, we may limit you to paying into only one type of each ISA that you hold with us in any tax year.

A tax year runs from 6 April one year to 5 April in the following year.

The Government sets a maximum amount that can be paid into or 'subscribed to' ISAs in each tax year. We refer to this amount as your 'annual ISA allowance' and it can be split between each of the four types of ISA. The Government also sets a maximum amount you can pay into a Lifetime ISA in each tax year, which forms part of your annual ISA allowance. You can find your annual ISA allowance for the current tax year:

- on **nationwide.co.uk**
- on **hmrc.gov.uk**
- by visiting us in branch.

You can find the Lifetime ISA allowance for the current tax year on **hmrc.gov.uk**

Your cash ISA 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 when you open them.

## **Paying money into a portfolio cash ISA**

If you have two or more of our cash ISA products in a portfolio cash ISA, you can pay money into your different products, but you'll only be paying into one cash ISA. This means you can split your annual ISA allowance between different products. For example, you could pay some of your allowance into a fixed rate cash ISA product and some into a variable rate cash ISA product.

## **ISA flexibility**

Our cash ISA is usually 'flexible'. This means you can take money out of your cash ISA and pay the same or a lower amount back in without it counting towards your annual ISA allowance. For this to apply, the money must be taken out and paid back in during the same tax year.

The Product Terms and Conditions for your cash ISA product may not allow you to pay some or all of the money back in. However, you may still be able to pay the money back into another cash ISA product you already have with us, or into a new cash ISA product you open with us.

Sometimes we, or someone else, may take money out of your cash ISA to pay a charge or other amount you owe, for example under a court order. If this happens, you won't be able to pay that amount back in without it counting towards your annual ISA allowance.

## **Transferring money from an ISA you have with another ISA manager**

If your Product Terms and Conditions allow it, you'll usually be able to transfer money you hold in an ISA with another ISA manager into your cash ISA. This can include money you hold in a cash ISA, a stocks and shares ISA, an innovative finance ISA or a Lifetime ISA.

The other ISA manager will tell you whether you can transfer just some of the money in your other ISA, or whether you must transfer all of it. If your transfer includes money paid in during the current tax year, we, or the other ISA manager, may require you to transfer all of the money paid into that other ISA during the current tax year.

To transfer money in, you'll first need to give us a completed transfer instruction. Within five working days, we'll send this instruction, together with our agreement to accept the transfer, to the other ISA manager.

Once we receive the money and any information we need from the other ISA manager, we'll pay the money into your account within three working days.

You'll usually earn interest on the money as if it was paid into your account on the day we received your transfer instruction. This won't happen where the transfer is delayed because a notice period or other restriction applies to the ISA you're transferring money from. In that situation, you'll earn interest as set out in Section 03 (How we work out interest on your money).

For transfers from a stocks and shares ISA, an innovative finance ISA or a Lifetime ISA, if we don't receive the money within 30 days, you'll stop earning interest on it until we receive it.

If your transfer from another ISA includes money paid in during a previous tax year, that money won't count towards your annual ISA allowance for the current tax year. If it includes money paid in during the current tax year, it will count towards your annual ISA allowance for the current tax year.

## **What if you don't pay any money into your cash ISA for a whole tax year?**

We may stop you from paying any more money into your cash ISA until you've completed a new application for a cash ISA with us. Where this applies, it doesn't mean you need to open a new account, it just allows you to start paying money into your existing account(s) again.

If you take money out of your cash ISA and then pay only the same or a lower amount back in during the same tax year, you won't be treated as having paid into your cash ISA in that tax year.

If you have two or more of our cash ISA products in a portfolio cash ISA, you won't need to complete a new application as long as you've paid money into at least one of those products in a tax year.

## **What if you no longer live in the UK?**

When you opened your cash ISA, you declared that:

- You were resident in the UK for tax purposes, or
- If you weren't resident in the UK for tax purposes:
  - you either performed duties which, under section 28 of the Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), were treated as being performed in the UK, or
  - you were married to, or in a civil partnership with a person who performed such duties.

If your circumstances change so that you no longer meet one of these residence requirements, you must tell us straight away. When this happens, you may be able to keep your account open, but you won't normally be able to pay any more money into it. Any money paid into your account during the tax year in which you ceased to meet the residence requirements, and any interest earned on that money, may also need to be removed from your account.

An exception applies where your cash ISA is flexible. You can still pay money back in that was taken out in the same tax year (see 'ISA flexibility' above).

There are other exceptions, please check your Product Terms and Conditions or any other additional terms and conditions or ask us for details.

If your circumstances change again, so that you then meet one of the residence requirements, you will be able to start paying money into your account again. Before you can do this, you will need to give us a declaration confirming your new residence status and permanent UK residential address.

# What if the ISA Regulations don't allow you to pay money into your cash ISA?

We may reject the payment and return the money.

## 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.

# 06 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 ....using a paying-in machine (other than a 'drop box paying-in machine') before 7pm on a working day	....at the end (11.59pm) of the next working day
....on a Saturday, Sunday or bank holiday, or ....using a 'drop box paying-in machine', or any other paying-in machine after 7pm on a working day	....at the end (11.59pm) of the second 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 cash ISA 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*

\* When you put money into a new cash ISA or withdraw money at the end of a Fixed Rate Cash ISA'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 cash ISA 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.

If your cash ISA product comes with a cash card, we'll replace it with a new one from time to time. The cash card belongs to us, so you must return it to us if we ask you to.

If you try to take money out of a cash machine, but keep entering the wrong PIN, the cash machine will retain your cash card.

## 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.

## **Transferring money to an ISA you have with another ISA manager**

You can usually transfer the money in your cash ISA to an ISA you have with another ISA manager. However, any early access charges or other terms and conditions that limit withdrawals from your account will still apply.

The Product Terms and Conditions for your cash ISA product will tell you whether you can transfer just some of the money in your account, or whether you must transfer all of it. Separately, we, or the new ISA manager, may require you to transfer all of the money paid into your cash ISA during the current tax year.

You'll first need to arrange for the new ISA manager to send us a transfer instruction.

If you're transferring your money to a new cash ISA, we'll send the money and necessary information to the new ISA manager within five working days of us receiving the transfer instruction.

If you're transferring to a stocks and shares ISA, an innovative finance ISA or a Lifetime ISA, we'll transfer the money within the time you ask us to, or within 30 days of receiving the transfer instruction, whichever is longer.

If you've taken money out of your cash ISA, you can only pay some or all of that amount back into that cash ISA with us. You won't be able to pay it back into your ISA with the new ISA manager (see ISA flexibility in Section 05).

## **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.

# 07

## 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.

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.



# 08

## 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](https://www.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.

# 09

## 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.

# 10

## 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 cash ISA 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.

# 11

## **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.

# 12

## 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. This includes any changes to the tax treatment of cash ISAs. 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 that you have to pay an early access charge or other 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 cash ISA 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.

# 13

## 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.

We can use the money in your account to pay:

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

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

# 14

## Closing your account

If your cash ISA 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 either return the money you've paid in, or you may choose to move it to another account you have with us.
- We'll pay you any interest you've earned and, as long as you've complied with the ISA Regulations, it'll be free of any income tax.
- The money you paid in won't count towards your annual ISA allowance for that tax year.
- 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**

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 an early access charge or other charges, 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.

Some cash ISA products may not allow you to close your account, or only allow it in very limited circumstances. This includes closures during the 14-day period we talk about in 'If you change your mind after you open your account', above. Your Product Terms and Conditions tell you about any restrictions on closing your cash ISA product.

## **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 (or any changed period required by law or regulation) before we close it. If your cash ISA 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 any of the exceptional circumstances that are allowed by law and regulation. This applies even when your product has a fixed term.

Here are some examples of those exceptional circumstances:

- We're legally required to close your account.
- We reasonably believe the account has been used in connection with a serious crime.
- 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, who we owe a legal duty to protect.
- You didn't meet the terms and conditions to open the account or didn't qualify for your cash ISA product.
- You've committed a serious breach of your account's terms and conditions, or you've repeatedly breached them.
- You provided us with false or misleading information which we relied on, or you don't provide us with information we ask you for about your identity or your tax position or other information we must hold under the ISA Regulations.

## **What happens if you breach the ISA Regulations?**

Your account must be run in accordance with the ISA Regulations. If it isn't:

- Your cash ISA may be made void.
- You may not be able to pay more money into your account (see 'What if you no longer live in the UK?' in Section 05).
- You may have to pay income tax on some or all of the interest you earn.



If you don't comply with the ISA Regulations and your cash ISA is made void or you're no longer allowed to pay money into your account, we may:

- remove some or all of the money in your account and interest earned on that money and return it to you.
- move your account, or any money that should no longer be held in it, to one of our instant access savings products. The terms and conditions and the interest rate for that product will then apply.
- close your account.

We may not tell you before, but we'll tell you personally within 30 days of taking any of these actions.

If you have to pay an early access charge, or other charges, or lose interest before closing your account, you'll still have to do so if we close, or remove money from, your account because you've breached the ISA Regulations.

## **What if you die?**

If the account holder died on or before 5 April 2018 then, on death, no more money could be paid into the account and the cash ISA should have closed.

Income tax may be payable on any interest earned after the date of the account holder's death.

If you (the account holder) die on or after 6 April 2018 then, on your death, your cash ISA won't close, but no more money can be paid into your account. As long as it remains in the cash ISA, any interest earned after the date of your death will be free of income tax during the administration of your estate. This continues for the period set out in the ISA Regulations, up to a maximum period of three years from the date of your death.

At the end of the period set out in the ISA Regulations, your cash ISA will close.

Whatever your date of death, when your cash ISA is closed, 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 early access charge or other charges, won't lose any of the interest already earned and won't have to wait until the end of a fixed term.

## **Can you transfer your account to someone else?**

No. The cash ISA will be and must remain in your beneficial ownership only. You can't transfer your account or any of your rights or obligations under it to another person.

The only exception is if you die, and your cash ISA is transferred to your personal representatives.

## **Can your cash ISA be used as security for a loan?**

No.

## **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.

# 15

## **Law, language, delegation, 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.

### **If we delegate our responsibilities**

If we ask someone else to carry out any of our functions or responsibilities under this agreement, we'll make sure they are capable of carrying them out.

### **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 it, 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.

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](http://Signvideo.co.uk)

To find out about other ways we may be able to help, search 'accessibility tools' on [nationwide.co.uk](http://nationwide.co.uk)

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