

# Member Credit Card

Summary of Changes and Credit Card Agreement  
Everything you need to know about the upcoming  
changes to your account



Building Society

# Your Member Credit Card agreement is changing

To reflect new payment regulations **we're making some changes to your credit card agreement that will take effect from 1 December 2020**. Plus, while we're at it, we're taking the opportunity to update your agreement and also make it easier to read.

**You'll find a new copy of your agreement at the end of the summary of changes, which appears below.**

The copy of your agreement is simply to show you the new wording – this means it won't have any financial information in it, such as interest rates, fees and charges. Just to reassure you though, we haven't changed any of the interest rates or usage charges that you pay. However, if you'd like a copy of your agreement with this information, we can provide this, starting from 1 December 2020 – so feel free to call us then to ask for one to be sent to you. We'll also be happy to answer any questions about these changes that you might have.

## Do I have to do anything?

At the moment, all you need to do is read this summary and the copy of the agreement. If you're happy with the changes we're making, you don't need to do anything else and the changes will automatically apply from 1 December 2020.

However, if, for whatever reason, you're not happy with any of the changes, you have the right to close your account without charge by calling us on **0800 055 66 11**. Just so you know, your card will be cancelled straightaway, but if you have an outstanding balance, you'll need to repay it before we can close your account.

## Here's a summary of the changes

### → Balance transfers

We've added a more detailed explanation of how long it takes to make a balance transfer, along with a reminder that you can only use 95% of your available credit limit for a balance transfer.

**You can find details in conditions 5 (a) (iv), (v) and (vi) of your agreement**

### → We're making it easier to see what your interest rates are

We haven't changed any of the interest rates or usage charges that you pay, but we've made it easier to read these and have given you more information about them.

Previously we included all the rates in one section with a rates table. We've now split the standard rates section from the introductory promotional rates section (which are the introductory rates you get when you take out a new card).

We've also renamed 'ongoing rates' as 'standard rates'. These are the rates that apply to purchases, balance transfers and cash advances if you don't have a promotional rate.

If you have any existing promotional rates, such as an introductory purchase rate or balance transfer rate, these will still apply to your account.

We've also given more detail on the rates we charge and how we calculate and charge these to your account.

**You can see the details in section C of your agreement**

### → How we make changes to your agreement

Because this agreement could last a long time, our Terms and Conditions currently allow us to make changes where we have a reason to do it, and we explain that to you at the time.

Our Terms and Conditions also give examples of some of the reasons we might use to make changes, and we've now added another example, which **you'll find in section E (i) (b) of your agreement**. This explains that we might need to make a change in order to:

*"maintain our financial strength for the benefit of all our customers".*

**We've also added a new section E (vii)** to clarify that:

*"When making any changes, we'll always act proportionately and reasonably in the broader interests of our customers."*

### → **An amendment to your Tariff of Charges**

We've amended this to make it clear that if we have to enforce our agreement and try to get you to pay us back, we can recover any reasonable costs that happen as a result – for example, court costs.

**You'll find your Tariff of Charges after section F of your agreement**

### → **Cross Border Payment Regulations**

If you use your card in the European Economic Area (either to make a purchase or a cash withdrawal in Euros or the currency of another EU Member State), we'll now show currency conversion charges in relation to the latest exchange rates issued by the European Central Bank.

We've also included a reminder that if you want Visa (our card scheme provider) to convert the payment into pounds sterling, you have to select the option to pay the retailer in the foreign currency – doing that means that Visa will then charge you in pounds sterling. If you take the option to pay in pounds sterling, the conversion will be done by the retailer or ATM (cash machine) owner.

**You can find this in condition 5 (a) (vii) and (viii) of your agreement**

If you'd like to easily compare the costs of using different currency conversion providers, you can check out currency conversion charges at [nationwide.co.uk/currency-conversion](http://nationwide.co.uk/currency-conversion)

### → **Card updater service**

If we issue a new card to you or change your card details, we'll let Visa know. Doing this makes life more convenient for you, as it allows the person or company you're paying to locate your new card details – especially useful if you regularly use your card to make payments.

**You can see this in section 5 (a) (xi) of your agreement**

### → **Refused transactions**

From time to time, we have to refuse transactions with retailers that we're unable to deal with. For example, gambling companies that shouldn't accept card transactions, or retailers that a lot of our customers have complained about. If this happens and we can't process your transactions, the person or organisation you're trying to pay will let you know.

**We've updated section 5 (b) (vi) of your agreement**

### → **Payment Errors**

If you give us the wrong payment details and your payment goes to another bank in the European Economic Area, we will try to help you get your money back. If we can't, we can ask the payee's bank for their details so you can recover your money.

**You'll find the details in condition 5 (e) of your agreement**

### → **We're also changing our contact number**

One of the changes we've made to help keep our Society cost-effective is to change our general enquiries telephone number into a local-rate number. This means our customer service number will be changing to **03456 00 66 11**.

Calls to an 0345 number are charged at a local rate. Calls from a mobile will be free of charge if you are using your inclusive minutes.

# Important information

## Member, Select and Nationwide Credit Card Agreement

**Credit Card Agreement regulated by the Consumer Credit Act 1974**

**Your agreement with us is made up of the Credit Card Agreement and the Credit Card Conditions. You should read both parts carefully and ask us if there is anything you don't understand**

### Credit Card Agreement

This agreement is between Nationwide Building Society, Nationwide House, Pipers Way, Swindon, Wiltshire SN38 1NW (we/us) and you:

#### A Credit limit

- (i) When we open your account we will set your credit limit and tell you what it is. Your limit will be based on your current financial circumstances, information we get from credit reference agencies and other information we think is relevant. We can change your credit limit from time to time. If we reduce the limit, we will give you 14 days' notice, unless we don't think it's appropriate; if for example we reduce your limit based on an assessment of risk or your ability to repay. We won't increase your limit unless you want us to.
- (ii) You can tell us at any time if you want to reduce your credit limit or to opt out of any future offers of limit increases. Our contact details are in condition 15.

#### B Annual percentage rate and total amount payable

- (i) The annual percentage rate (APR) for your account is XX% and the total amount payable is £XXXX.
- (ii) The total amount payable shows you how much you would repay in total if your credit limit was £1200, you made a £1200 purchase as soon as your account was opened, there were no other transactions on your account, and you repaid it in 12 equal monthly instalments. This includes all interest and charges and assumes that the Standard Rate for Purchases applies for the whole of the 12 month period. We have also assumed that your interest rate does not change and both you and we keep to the terms of this agreement. The APR is also calculated on this basis.
- (iii) We are required to work out the APR and the total amount payable using a standard set of assumptions which are used by other credit card lenders so you can compare the cost.

#### C Interest rates, fees and special offers

- (i) The interest rates that apply to your agreement are shown in the tables below:

##### Standard Rates

These are the annual rates that apply to balances on your account unless a promotional rate applies.

	Purchases	Balance Transfers	Cash Advances
<b>Simple Standard Rate</b>	XX.X%	XX.X%	XX.X%
<b>Effective Rates</b>	XX.X%	XX.X%	XX.X%

All ongoing rates are variable and can be changed at any time in accordance with section E.

Please also note the fees that may also apply to certain transactions as shown in the Tariff of Charges.

Purchases are any purchases of goods or services made using your card or card details.

Balance transfers are where you have an outstanding balance on a credit or store card with another lender and we allow you to transfer it or some of it to this account.

Cash advances are transactions which we regard as cash withdrawals or a cash-like payment such as foreign currency, crypto currency, travellers cheques, gift cards or for gambling. This may also include transactions that are made in establishments where gambling is carried out, for example meals purchased in a casino.

## Promotional rates

These are the rates that apply to balances added to your account during an offer period and which the offer applies to. These may be either introductory promotional rates which apply when we open your account or other promotional rates we may make available to you from time to time. These rates will apply instead of the standard rate stated above for the time we tell you it applies. When we let you know an offer is available to you, we will tell you about the other terms and conditions which apply to it. If you don't make your minimum payments on time, we may withdraw any promotional rate (other than an introductory promotional rate) and apply the standard rate to your account. We won't change a promotional rate for any other reason.

When you open an account with us, the following promotional rates will apply

	Purchases	Balance Transfers
<b>Introductory rate</b>	XX.X%	XX.X%
<b>Introductory period</b>	X months	X months

The introductory rates shown above are fixed and cannot be varied.

The introductory balance transfer rate applies only to balance transfers made within 90 days of your account being opened. The introductory balance transfer period begins from the date the balance transfer is applied to your account.

The introductory period for purchases begins on the date your account is opened and applies until the end of the introductory period to all purchases made during that period.

The introductory rates will not apply if you have closed another credit card account with us within the 12 month period before applying for this account.

Please also note the fees that may also apply to certain transactions as shown in the Tariff of Charges.

- (ii) The effective rate is an interest rate which takes into account the interest you will pay on interest. This is called compounding. This happens if you do not pay the full outstanding balance each month. In calculating the effective interest rates, your standard interest rates have been used. We work out interest on the average daily balance during each statement period, which is then charged to your account on each statement date. This means we charge interest on any unpaid interest that has been added to your account.
- (iii) Interest will not be charged on new purchases if you pay the total balance (excluding any transactions that are on a 0% promotional rate) shown on your statement by the payment due date. The payment due date will be shown on that statement. Interest is charged on all other transactions from the date they are applied to your account until the total statement balance is paid in full. However, in this case, there may be a small amount of interest which will have been incurred after your statement date, but before you made payment. That interest also needs to be paid to stop interest accruing after you have cleared your statement balance.

- (iv) The fees we charge are set out in the Tariff of Charges. We charge interest on usage fees at the same rate that we charge on the transactions that led to you paying the usage fee. For example, if you have a promotional rate on balance transfers, this rate will be charged on the balance transfer fee you have to pay for so long as that promotional rate is applicable to the balance transfer you made. Once the promotional rate has ended, the standard balance transfer rate will apply. We do not charge interest on default fees.

## **D Minimum payment and statements**

- (i) Where there is a balance on your account, each month you must pay us a minimum payment equal to either (a) any late payment fees and interest due on your statement plus 1% of the remaining statement balance, or (b) £25, whichever is higher. If the balance on your account is less than £25 you must pay the whole amount.
- (ii) We will provide you with a monthly statement, if there are transactions or an outstanding balance on your account. You must tell us immediately if anything on your statement is incorrect. You must let us know if you do not receive it when you expect to as you will still be required to make payments by the payment due date.
- (iii) Your statements will show the recent activity on your account as well as the total balance outstanding, the minimum payment and the payment due date. Your payment must arrive with us as cleared funds by the payment due date. This will be shown on your statement and will be 25 days from the date of your statement.

You can pay us more than the minimum payment or repay the whole balance at any time

If you only ever make the minimum payment, it will take longer and cost you more to repay the total balance outstanding.

- (iv) If we believe that you are in persistent debt, we will take action to help you repay the outstanding balance on your account. You are in “persistent debt” when the repayments you make are paying more interest, fees and charges than paying off your balance and this continues for a long period.
- (v) If you are in persistent debt for a long period, we may suspend your account and vary your minimum repayment so that you repay your balance within a reasonable period set by us.
- (vi) If you do not make the minimum payment by the payment due date you will have broken the terms of your agreement and one or more of the following consequences may apply:
  - (a) you may pay more overall;
  - (b) you will incur a late payment fee;
  - (c) we may report this to credit reference agencies;
  - (d) you may find it more difficult to obtain credit in the future;
  - (e) we may cancel or suspend the use of your card or refuse to authorise a transaction;
  - (f) we may withdraw any promotional rate (other than an introductory rate);
  - (g) we may use any credit balance on any other account you hold with us, solely or jointly, to reduce or repay the balance on your card account. We will write to you before we do this and give you a reasonable opportunity to pay the outstanding balance; and/or
  - (h) legal proceedings could be taken against you which could result in any outstanding balance being secured against any property you own.
- (vii) If you have difficulties making payments you should contact us. You can find our contact details on your statement.

## **E Changes to your agreement**

- (i) We can make changes to the terms of your agreement, including changes to the minimum repayment, charges or interest rates and introducing new charges:
  - (a) to respond in a reasonable manner to changes or anticipated changes:
    - (i) to law, regulations, guidance issued by a regulator or trade body, codes of practice or to respond to a decision by a court, ombudsman or regulator;
    - (ii) in our costs, including administrative costs, costs involved in providing services or facilities or changes in the costs to us of borrowing funds;
    - (iii) in technology; or
    - (iv) to the functionality of your account, including the removal of any out of date functionality.
  - (b) to maintain our financial strength for the benefit of all our customers.
  - (c) to correct any mistakes in the way your agreement is drafted or to change the drafting to make your agreement fairer or clearer (such a change would never be to your detriment);
  - (d) to reflect our assessment of your ability to meet your financial commitments (including considering your credit history and information held about you by credit reference agencies and how you conduct your account from time to time) but we will not increase the interest rate if we know you are at risk of financial difficulties; and/or
  - (e) if we believe that you are or are likely to be in persistent debt.
- (ii) However, because you may have this agreement with us for a long time, we can't anticipate everything that might happen. This means we may also need to make other changes. If we do, when we tell you about the change, we'll explain how it will affect you.
- (iii) We can also change our interest rates and charges for any other valid reason which isn't set out above.
- (iv) We will tell you about any changes to the terms of your agreement, in writing, at least 30 days before we make the change.
- (v) If we increase your interest rate, you can reject the change at any time up to 60 days from the date you receive notice of the increase. Should you do so, you will no longer be able to use your account and you will need to pay off the outstanding balance in accordance with the minimum payment requirements set out in section D. Your current interest rate and the terms of your agreement will continue to apply until your account balance has been repaid in full.
- (vi) For any other changes to the terms of your agreement, if you are not happy with the change and decide that you no longer want to keep your account, you can close it as set out in condition 10. If you don't close your account we will take it to mean that you do not wish to reject the change.
- (vii) When making any changes we'll always act proportionately and reasonably in the broader interests of our customers.

## **F Your right to withdraw from this agreement**

- (i) You may withdraw from this agreement without giving a reason at any time up to 14 days after the day you receive your first card.
- (ii) Once you've withdrawn you must repay the balance on your account and any interest on it within 30 days starting on the day after you tell us that you want to withdraw. If you don't repay us, we may take you to court to recover the money.
- (iii) You can withdraw by calling or writing to us and we will tell you the amount of daily interest that you need to pay us. Our contact details are in condition 15.

## Tariff of Charges

(a) We can make the following charges:

<b>Default Fees</b>	Late Payment fee	£12.00
<b>Usage Fees</b>	Cash Advance fee	2.5% of the amount advanced (minimum £3)
	Balance Transfer fee	2.4% of the amount transferred (minimum £5)

We may also charge you our reasonable costs for enforcing the agreement, for example court costs.

In accordance with section E, all charges are variable and we can change or add to the charges listed above at any time. If we do, we will tell you.

- (b) As part of an offer, we may charge you different fees from those shown above. If we do, we will tell you what fees will apply.
- (c) In the case of any balance transfers made within 90 days of the account being opened we will charge an Introductory Balance Transfer Fee of 1.5% (minimum £5) instead of the usage fee shown in the Tariff of Charges. The Introductory Balance Transfer Fee will not apply if you have closed another credit card account with us within the 12 month period before applying for this account.

## Member, Select & Nationwide Credit Card Conditions

### 1 How and when your credit will be provided

- (a) Once your agreement has been signed by you and us, we will open your account. You will normally be able to use the account when we have sent you a card but you may be able to use it earlier – for example if we allow you to make a balance transfer.
- (b) When you (or any additional cardholder that you've asked us to give a card to) use the account to make transactions, you will borrow the amounts of those transactions from us and we will add them to your account. The following types of transaction can be made:
- (i) Making a purchase.
  - (ii) Taking out cash or making a payment that we will treat as cash, such as buying foreign currency or gift cards. We may set limits on the number or amounts of these transactions that you can make in a day.
  - (iii) Making a balance transfer by asking us to send funds to reduce or repay an amount you owe on a credit or store card with another lender and add that amount to your account (not available to additional cardholders).

### 2 Additional cardholders

- (a) You can ask us to give an additional card to another person as an additional cardholder.
- (b) As the account holder you'll always be responsible for paying the balance on your account and any use of the card by the additional cardholder, even if you disapprove of it or if it's in breach of this agreement. You must ensure that all additional cardholders are aware of this agreement and keep to its terms.
- (c) Additional cardholders can only ask us for certain information such as the account balance, available balance and credit limit. We won't disclose any other details without your permission in writing.
- (d) If you want to cancel a card you must tell us and then destroy the card.



### **3 Looking after your card and security details**

(a) You (and any additional cardholder) must take all reasonable precautions to take care of your card and card number and your security details to help prevent fraud and protect your account. When we say security details we mean details or security procedures which you must follow or use to give an instruction or confirm who you are. For example a password, security codes including One Time Passcodes (OTPs), your mobile device, PIN or biometric data such as a fingerprint.

You should follow any instructions we give you in connection with your security details and in particular:

- (i) sign your card immediately when you get it;
  - (ii) don't allow anyone else to use your card;
  - (iii) destroy the written note of your PIN, don't keep your card and PIN together, don't tell anyone else your PIN or any of your security details, and don't write your PIN down in a way it can be understood by another person; and
  - (iv) tell us immediately about anything suspicious or any problem when using your card, including at a cash machine.
- (b) You must tell us immediately by using the contact details in condition 15 if your card is lost, stolen or could be misused. You won't be liable for any transactions which weren't made by you or an additional cardholder unless you or an additional cardholder gave permission for those transactions to be made by another person.
- (c) Once you've told us, we'll act to protect your account. This may include cancelling your card and sending you a new card and PIN, if necessary.
- (d) You will never be liable for use of a card before you receive it.
- (e) You must never use a card that you have reported lost or stolen. If you find a lost card please destroy it.

### **4 Using your card**

(a) The following applies to you (and any additional cardholder) when using your card:

- (i) you can only use your card up until the expiry date shown on the front of your card or until your card is cancelled;
- (ii) you must not use your card for anything illegal;
- (iii) your account is for personal use only and must not be used for any business purpose; and
- (iv) we try to make sure you can always use your card. However, we won't be responsible if something that we can't reasonably control prevents you from using your card. This could include the refusal or delay by anyone to accept your card or your PIN or a systems or communications failure.

(b) Your card belongs to us at all times and you must return it immediately if we ask for it. Anybody acting on our behalf also has the right to keep or ask you for your card.

### **5 Transactions**

(a) The following applies to you (and any additional cardholder) when making transactions:

- (i) you will need to authorise transactions by inserting your card into a terminal or cash machine and entering your PIN, by tapping your card on the terminal for contactless payments or by providing certain card details for online or phone payments. We also need to check the payment request has come from you by using a combination of your security details. The security details are the details or procedures which you must follow or use to give an instruction or confirm who you are. For example this might include a password, security codes (passcodes generated by your card reader and One Time Passcodes sent to you), your mobile device, PIN or biometric data such as a fingerprint.
- (ii) your account will be charged with the value of all transactions made using your card or card details;

- (iii) you must not make transactions which will take you over your credit limit. Any amount which takes you over this, as well as any arrears shown on your statement, must be repaid in full immediately.
  - (iv) the maximum amount of your credit limit that can be used for balance transfers is 95%;
  - (v) if you ask us directly or using a third party to make a balance transfer, we will action your request on the day we receive it (unless you have told us to action it on a future date) provided that the information you have given us is clear, we are legally able to make the payment, we do not suspect fraud and you have enough of your credit limit available. If you have asked us to make a balance transfer as part of your application for this agreement, we will treat that as a request to make that payment once we have carried out all checks we need to and your account is set up to make the transaction. The payment will reach the other card provider the following working day.
  - (vi) If we receive a balance transfer request towards the end of the day or on a non-working day, we will deal with your request on the next working day. A working day is any day that is not an official holiday in the UK or a weekend.
  - (vii) when using your card abroad to get cash or to make a purchase, if you want our card scheme provider, Visa, to convert the payment or cash withdrawal to pounds sterling you must select to pay in the foreign currency. Visa will carry out the conversion using their standard exchange rate and we'll charge your account in pounds sterling. If you select to pay in pounds sterling, the conversion will be done by the retailer or self-service machine owner. More details about the exchange rate that Visa will apply can be found at [visaeurope.com](https://www.visaeurope.com)
  - (viii) for cash withdrawals or purchases you make using your card in the European Economic Area (EEA) in euro or the currency of another EU Member State, we are required to show total currency conversion charges as a percentage increase over the latest euro foreign exchange rates issued by the European Central Bank. This is so you can compare the currency conversion costs of different providers. For payments or cash withdrawals made in the foreign currency you can view details of the percentage increase which applies that day at [nationwide.co.uk/currency-conversion](https://nationwide.co.uk/currency-conversion). For details of countries which are currently in the EEA please see [gov.uk/eu-eea](https://gov.uk/eu-eea)
  - (ix) for purchases of goods or services costing more than £100 and less than £30,000 paid for under your agreement, you may have the right to sue the supplier, us, or both, if the goods or services received are unsatisfactory;
  - (x) if a transaction is refunded to your card, we will pay the amount of the refund to your account when we receive it;
  - (xi) if we issue a new card to you or change your card details we will notify our card scheme provider. If you are making regular card transactions this allows the organisation you are paying to locate your new card details. This prevents the transaction failing because of incorrect card details and minimises inconvenience for you, however you should also give your new card details to the organisation you are paying; and
  - (xii) you can cancel payments which are due to be made on a future date (for example, a regular payment) if you tell us by the end of the business day before it's due to be taken. We recommend that you contact the supplier to tell them you have cancelled the payment so that they do not keep trying to take the payment.
- (b) We may, acting reasonably, refuse to allow a transaction if:
- (i) we have identified an unusual pattern of transactions with the supplier you are trying to pay;
  - (ii) you are already over your credit limit or the transaction will take you over your credit limit;
  - (iii) we suspect unauthorised, fraudulent or illegal use of your card or account;
  - (iv) our security controls require you to produce additional identification, or prevent us carrying out the transaction before we can make the payment;
  - (v) you have not made your minimum monthly payment by the payment due date; or

- (vi) the transaction is with a supplier with whom we do not carry out transactions.
- (c) The supplier will normally tell you if we refuse a transaction at point of sale and you can call us using the contact details in condition 15 to find out why. We will tell you if we refuse to make a balance transfer.
- (d) You can ask us to refund a purchase (and any interest we have charged on it) if all the following conditions are satisfied:
  - (i) the payment was made to a retailer in the European Economic Area;
  - (ii) you did not specify an exact amount to be paid when you authorised the transaction;
  - (iii) the amount taken was more than you could have reasonably expected in the circumstances (including your previous spending patterns); and
  - (iv) you request a refund within eight weeks of the payment date.

If these conditions are not satisfied, we do not have to refund you but we will tell you if we can help or suggest other steps you could take. We may ask you to provide information which is reasonably necessary to investigate whether you are entitled to the refund. You may also find it helpful to contact the person you paid.

- (e) We will not be liable where you give us incorrect account details in respect of a payment you wish to make. However, we will make reasonable efforts to help you get the money back. If we can't get the money back and the payment was to another bank in the European Economic Area, we can request details of the payee from their bank so that you can take court proceedings to recover the money. If you want us to do this please ask us in writing.
- (f) You will not be liable for any transactions authorised by us if we didn't apply procedures we were legally required to use to check the transaction was properly authorised.
- (g) If you ask us to make a balance transfer and we send it late, you can ask us to contact the recipient lender and ask them to credit it as if it had been received on the correct date.
- (h) If we are told, for example by another bank, that money has been paid into your account by mistake, we can debit your account with an amount up to the mistaken payment amount. We do not have to ask you to agree to this, but we will let you know if it happens. We will act reasonably and try to minimise any inconvenience to you. If we are unable to return funds paid into your account by mistake from an account in the European Economic Area, we can disclose details about you and your account to the payer so the funds can be recovered.

## **6 Payments to your account**

- (a) You must allow enough time for your payment to reach your account by the payment due date and for it to clear. Please see your statement for details.
- (b) You must not deliberately make payments that put your account in credit.
- (c) Refunds will not count towards your minimum payment unless they reduce your account balance to less than the minimum payment shown on your statement. If this happens, you will only have to pay any remaining outstanding balance shown on your statement.
- (d) We allocate payments to balances which show on your current statement in a high to low interest rate order, then, to balances in a high to low interest rate order which do not yet appear on your statement. If you have any arrears we will pay these off (oldest first) before we pay off amounts due under your current statement.
- (e) If you receive any payments in error and you're not entitled to them, we will remove them from your account.

## 7 Third party providers

A third party provider is someone who is authorised by law or regulation to access information and/or give instructions to make payments from online payment accounts operated by other providers (such as us and other building societies, banks and credit card issuers).

- (a) If you are registered for Internet Banking, you can choose to use a third party provider:
- (i) to make balance transfers from your account on your behalf; and/or
  - (ii) to provide account information services to you
- provided, in both cases, that the third party provider is acting in accordance with the relevant regulatory requirements and is a participant in the UK's Open Banking initiative. You can check whether a provider is authorised and a part of the Open Banking initiative by checking the information they give to you and by checking [openbanking.org.uk](https://openbanking.org.uk)
- (b) We will treat any instruction from a third party provider as if it was from you. We may stop a third party provider from accessing your account where we have concerns relating to unauthorised or fraudulent access to your account by that organisation. Before we do this, we will tell you and explain our reasons for doing so, unless it is not reasonably practicable, in which case we will tell you immediately afterwards. In either case, we will tell you in the way we consider most appropriate. But we won't tell you if doing so would compromise our reasonable security measures or would be unlawful.
- (c) A third party provider that is authorised and part of the Open Banking initiative should not ask you for your internet banking security details. If you give any security details to a third party that isn't authorised by the Financial Conduct Authority or a European Regulator, we'll have to assume it's you that's authorising us to give access to your account, we'll treat payments instructed by that third party as authorised by you and we won't be responsible for any losses you suffer as a result of misuse or disclosure of account information by that third party.
- (d) If you agree to a third party provider having access to information concerning your account, we will assume that you agree to access being granted as often as they request it.
- (e) If you ask a third party provider to request a payment and they don't do this, we won't be responsible for your payment not being made.
- (f) If you think a transaction may have been made incorrectly or is unauthorised, you must tell us as soon as possible even where you use a third party provider.
- (g) If you want to cancel the agreement you have given to a third party provider to access your account you should contact them directly. Once a third party provider has initiated a payment, you cannot normally cancel it.

## 8 Replacement cards and PINs

We will send you a replacement card and PIN when it is necessary, unless you have broken your agreement or it has been ended by you or us. This agreement will apply to any replacement card or PIN issued to you (including any additional cardholders).

## 9 Credit checks

- (a) We may make periodic searches at credit reference agencies and fraud prevention agencies as part of managing your account.
- (b) We will use information from these searches when making decisions about any changes to your credit limit or the issuing of a replacement card. The searches will not be seen or used by other lenders in their lending decisions.

## 10 Restricting your account and ending your agreement

- (a) Your agreement has no fixed or minimum time period and you can close your account at any time. We can also close your account at any time and will provide you with at least 2 months' notice before we do this. An example of when we may decide to close your account is if you have not made any transactions for 12 months or more.

If either we or you close your account, we will cancel your card but the terms of your agreement will continue to apply until you've paid us everything you owe.

- (b) We may also, acting reasonably and after giving you any notices and notice periods required by law, immediately bring your agreement to an end and require you to repay the full outstanding account balance if:
- (i) we find out that any information we relied upon in allowing you to open your account was untrue;
  - (ii) you seriously or repeatedly break the terms of this agreement, including failing to make the minimum payment by the payment due date;
  - (iii) we believe that there is an increased risk that you will not be able to continue to make payments under your agreement, for example, because you have been declared bankrupt, you have entered into a voluntary arrangement with other people that you owe money to or adverse information has been registered against you with credit reference agencies;
  - (iv) we reasonably consider that by continuing with this agreement we may break a law, regulation, code, court order or other duty or we may be exposed to action from any government, regulator or law enforcement agency;
  - (v) we reasonably believe it is necessary to prevent fraud or unauthorised access;
  - (vi) we are told or reasonably suspect that you have used your account in connection with illegal or fraudulent activity;
  - (vii) you haven't provided us with information we have reasonably requested to confirm your identity or liability for tax, or which any legal or regulatory requirement says we must hold about you; or
  - (viii) you display threatening or abusive behaviour towards our staff.
- (c) If we plan to end your agreement for one of these reasons, we will give you a reasonable opportunity to fix the problem before we do (unless the problem cannot be fixed).
- (d) We may also restrict or suspend the use of your account for any of the reasons set out above. We will give you advance notice unless we are prevented from doing so by law or if it would not be practicable to do so.
- (e) We may also restrict or suspend the use of your account if we believe that you are or are likely to be in persistent debt and we will require you to repay the balance within a reasonable period set by us. Before we do this, we will send you reminders about making increased repayments and what may happen.
- (f) If your account is closed you must securely destroy all the cards on your account.
- (g) If there is a credit balance on your account when it is closed or we receive a payment to your account after it is closed, we will return it to you by paying it into another account you hold with us or by sending you a cheque. If it is not practical to do this, the balance will be placed into a holding account. You can retrieve the balance within 1 year from the date of closure, otherwise it will be donated to a charity of our choice.

## 11 Changing personal details

- (a) You must tell us immediately if you change your name or contact details, if any additional cardholder changes their name, or if you become aware of any inaccuracies in the details we hold.
- (b) You must tell us immediately if your financial circumstances change. For example, if you lose your job, your income significantly reduces for any reason or if you are off work due to long term sickness.
- (c) We may ask you to tell us about any changes in writing.

## 12 General

- (a) We may, with 30 days' written notice beforehand, transfer our rights or obligations under your agreement to someone else. Your agreement will then apply to them in the same way as it applied to us. You cannot transfer your rights or obligations under your agreement to anybody else.
- (b) If any part of your agreement is found to be unfair or unenforceable all other parts of your agreement will remain valid.
- (c) Your agreement and the operation of your account will be governed by English Law and the language we will use in our communications with you will be English.
- (d) If we decide to temporarily relax the conditions of your agreement, we will not be prevented from enforcing our rights against you under your agreement in full at any time.
- (e) You can ask us for another copy of your agreement at any time by contacting us on the details in condition 15.
- (f) We may ask you to provide us with information to help us meet our anti-money laundering, financial crime, sanctions and other legal and regulatory requirements. If you don't give us this information promptly, this may result in us delaying or not processing your payments or blocking access to your account. We will not be responsible for any losses which may result.
- (g) The information you give to us or answers to any questions about your account must be truthful, accurate and complete to the best of your knowledge.
- (h) You agree that we may access, process and retain any information you give us for the purposes of providing payment services to you. You may withdraw this consent by closing your account. If you do this, we will stop using your information for this purpose, but may continue to process information about you for other purposes where we need to or are allowed to by law.
- (i) If we need to contact you because of suspected fraud or because of security concerns, we will do this by a secure method of communication. As part of this we may have to ask you to provide parts of your security details or personal information so we can be sure we are talking to you but we will never ask you to disclose a password or other information in full.
- (j) We may use your mobile phone number, e-mail address, secure messages through Internet Banking, push notifications through the banking app or any new methods that may become available in the future to notify you of certain activity on your account. We'll use the most recent contact details we hold for you. Some of these notifications are mandatory and you are not able to opt out of receiving them. For other notifications you will be able to opt out by contacting us. If you choose to opt out you will be able to opt back in at any time by contacting us.
- (k) The supervisory authority of consumer credit agreements under the Consumer Credit Act 1974 is the Financial Conduct Authority, 12 Endeavour Square, London E20 1JN.
- (l) We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (authorised registration number 106078).

## 13 If you're not happy

- (a) We have a complaints procedure and for more information, or to make a complaint, please contact us on **03456 00 66 11**, on our website using the "Contact us" option or visiting one of our branches. If you do make a complaint we will provide a full response to your complaint by post or by email or any other format we agree with you. We will try to do this within 3 working days if it's possible.
- (b) If you are not satisfied with the way we've dealt with your complaint you can refer it to the Financial Ombudsman Service within 6 months of receiving our final response. You can also refer your complaint to them first without giving us the opportunity to resolve it, but if you do this, they will only consider your complaint if we agree. The Financial Ombudsman Service provides a free, independent, complaint resolution service. Details about their service and how to refer a complaint to them can be found on their

website at [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk). If you opened your account online you may also have the option to refer your complaint to the Financial Ombudsman Service using the Online Dispute Resolution platform for so long as it applies to the UK. The platform has been established by the European Commission to provide an online tool for consumers in the EU to resolve disputes about goods and services purchased online. The platform can be found at [ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/)

#### 14 Credit intermediary

If you applied for your agreement online and were referred to our website by someone else, you may have dealt with a credit intermediary. If so, the credit intermediary involved will have been one of the following:

- (a) Moneysupermarket.com or Moneysavingexpert.com, both are wholly owned subsidiaries of Moneysupermarket.com Financial Group Limited of Moneysupermarket House, St Davids Park, Ewloe, Flintshire CH5 3UZ;
- (b) Confused.com operated by Inspop.com Limited of 3rd Floor, Greyfriars House, Greyfriars Road, Cardiff CF10 3AL;
- (c) Experian Limited of Landmark House, Experian Way, NG2 Business Park, Nottingham NG80 1ZZ;
- (d) Totally Money operated by Media Ingenuity Limited of Churchill House, 142-146 Old Street, London EC1V 9BW; or
- (e) Money.co.uk operated by Dot Zinc Limited of The Castle, Cecily Hill, Cirencester, Gloucestershire GL7 2EF.

#### 15 How to contact us

<p><b>If you have a General Enquiry</b></p>	<p>By phoning us on UK number <b>03456 00 66 11</b> International number <b>(+44) 2476 43 89 97</b></p> <p>By writing to us at Nationwide Building Society, Nationwide House, Pipers Way, Swindon, Wiltshire SN38 1NW.</p>
<p><b>If your card is lost or stolen</b></p>	<p>UK number <b>0800 055 66 22</b> International number <b>(+44) 2476 43 89 96</b></p> <p>Available 24 hours a day, 7 days a week.</p>
<p><b>How to withdraw from or end your agreement</b></p>	<p>By telephoning us on <b>03456 00 66 11</b> or writing to us at Nationwide Credit Card Services, PO Box 8738, Wigston, LE18 9BG.</p> <p>You can make a payment over the telephone or send a cheque to us at Nationwide Credit Card Services, PO Box 2884, Swindon SN38 1NW.</p>

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**Just ask in branch**  
Visit **nationwide.co.uk**



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Nationwide are able to provide this document in Braille, large print or audio format upon request. Your local branch will arrange this for you or you can contact Nationwide on **0800 11 88 55**.

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

Calls may be recorded.

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

**P3930** (October 2020)