

Nationwide Paym

Terms and Conditions

How will Nationwide use your personal information?

In signing up and agreeing to these terms and conditions, you give your express consent to the use and disclosure of your mobile phone number and associated personal information, including your account number, sort code and your name, to the extent that it is necessary to provide the Service to:

- **The Mobile Payments Service Company Limited** and its third party suppliers;
- Vocalink and its third party suppliers;
- any of the other banks and building societies and registered users who are participating in **Paym** including by submitting information to the Database; and
- employees and contractors of the above parties.

For a full explanation of how we use the information you provide us please refer to our guide about how we use your personal information. You can find this in our **How Nationwide uses your personal information** leaflet available on our website or you can ask for a copy in branch.

Terms and Conditions

These are the terms and conditions applicable to Nationwide Building Society ('Nationwide') account holders who sign up to **Paym** with Nationwide. If **you** are a Nationwide joint account holder, these conditions apply to **you** individually and jointly with the other account holder(s).

The terms and conditions for **Internet Banking** and **Mobile Banking** will also continue to apply when using either of those services in connection with this Nationwide **Paym** service.

Glossary

"Database" means the **Paym** database operated on behalf of all participating banks and building societies by **Vocalink Limited**;

"Eligible current account" means any current account **you** hold with **us** in **your** own name or jointly with someone else, which **we** allow **you** to make payments from using the **Service**, including **your Registered Account**;

"Faster Payments Service" means the service which allows **you** to make free payments within the UK 24 hours a day, seven days a week in near real time;

"Internet Banking" means the Nationwide Internet Banking service;

"Mobile Banking" means the Nationwide Mobile Banking service, accessible via an application which is downloaded to mobile devices;

"Mobile Payments Service Company Limited" is the company that own the **Paym** database and own the **Paym** service;

"Our/us/we" means Nationwide of Nationwide House, Pipers Way, Swindon, SN38 1NW;

"Paym" is a UK mobile payments system which allows customers of participating banks and building societies to make and receive payments securely using a mobile phone number;

"Recipient Account Name" means the name on the account identified as being the recipient of a payment which **you** have requested is sent via the **Service**;

"Registered Account" means the Nationwide current account which **you** register as the account into which payments will be received when

using the **Service**. This must be held either in **your** own name or held jointly with somebody else;

“**Service**” means the **Paym** service **we** offer to **our** customers which will allow **you** to send money to anyone with a **Paym** registered account via **Faster Payments** using their mobile phone number (as opposed to their sort code and account number) to identify them. The **Service** will also allow **you** to receive money from other individuals who are able to use **Paym** using only **your** mobile phone number to identify **you**;

“**Vocalink Limited**” is a major international payments company appointed by the **Mobile Payments Service Company Limited** to run the **Database**;

“**Working Day**” means any day other than a Saturday, Sunday or a bank holiday; and

“**You/your**” means the person(s) who is registering for the **Service** by accepting these terms and conditions.

1. Getting started

1.1 To access the **Service**, **you** must:

- be 16 or over;
- have a Nationwide **Eligible current account**;
- be registered for **Internet Banking**;
- have a UK mobile phone number; and
- have **Mobile Banking** (if **you** want to send any payments).

1.2 **You** must keep **your** mobile device and access to it secure and **your** security details for **Mobile Banking** safe.

1.3 It's **your** responsibility to make sure information either shown or stored on **your** mobile phone is kept safe and secure.

2. The sign up process

2.1 **You** have to sign up for the **Service** to be able to send and/or receive payments using **Paym**.

2.2 **You** can only sign up for the **Service** by logging on to **Internet Banking** and following the relevant instructions. **You'll** be asked to select the **Eligible current account** that **you** want to be **your Registered Account**. **We'll** send **your Registered Account** details and the mobile telephone number **you** choose to register to be able to receive payments via the **Service** to the **Database**.

2.3 **You** can only link **your** mobile phone number to one account on the **Database**. If **you've** already signed up for **Paym** and linked **your** mobile phone number to an account held with another bank or building society, **you'll** need to contact them and cancel that registration first.

2.4 **You** can link **your** mobile phone number to a **Registered Account you** hold jointly with another person and the other person can also sign up for the **Service** with that **Registered Account** using a different mobile phone number.

3. Sending and receiving payments

3.1 Payments can only be sent via the **Service** through **Mobile Banking**.

3.2 **You** can make a payment from any **Eligible current account** (subject to cleared funds being available in the **Eligible current account you** wish to make the payment from).

3.3 In order to send a payment, **you** will need to give **us** the correct mobile phone number of the intended recipient, the amount **you** want to pay them, and an optional reference.

3.4 **We'll** then look up the recipient's mobile phone number on the **Database** to find their registered details. **We'll** display the **Recipient Account Name** which is associated with that mobile phone number on the **Database**. You'll need to check that the details displayed are correct. If **you** confirm this and press “confirm payment”, **you'll** have instructed **us** to send the payment to the recipient's account.

3.5 Once **you** have pressed the “confirm payment” button, **you** are confirming that all of the information **you** have inputted is correct and that the **Recipient Account Name** that **we** have presented to **you** is correct. If **you** are in any doubt that **you** are paying the correct person, don't press “confirm payment”.

3.6 **We'll** set a daily limit for each **Eligible current account** on the amount **you** can send via the **Service** (subject to cleared funds being available in the **Eligible current account you** wish to make the payment from). **You** can find details of this limit at nationwide.co.uk. If **you** attempt to send a payment using the **Service** that will take you over this limit, **you** will not be able to do so. This limit will apply per account not per customer so if **you** have a joint account **you'll** be sharing **your** limit for that account.

3.7 The minimum payment **you** can send in any one payment via the **Service** is £1.

3.8 Any payments **we** send via the **Service** will be sent through the **Faster Payments Service** as follows:

Payment type	When you can tell us what you want to do	When the money will arrive in the bank account of the person you are sending the money to	How to stop us from sending the money if you change your mind
Immediate bill payments (a payment to someone else's bank account through the Faster Payments Service)	24 hours a day	Within one Working Day	You can't normally stop a payment after we've accepted your instructions (i.e. after you have confirmed the recipient and pressed “confirm payment”)

- 3.9 For **you** to be able to receive a payment via the **Service**, the payer's bank or building society will find **your Registered Account** details by looking up **your** mobile phone number on the **Database**.
- 3.10 When **we** receive a payment into **your Registered Account**, **we** will send **you** a text message to the mobile number **you** registered on signing up for the **Service**.
- 3.11 Details of the payments **you** have sent or received via the **Service** will be shown on the monthly statement **we** send or make available to **you** for **your Registered Account** and/or **your Eligible current account** (if appropriate). **You** will also be able to see details of **your** full statement on **Internet Banking** or **Mobile Banking**. **You** can also print a mini-statement at one of **our** in-branch cash machines.

4. Charges

- 4.1 **We** will not charge **you** for using the **Service** but third parties may impose taxes or other costs in connection with the **Service**.

5. When will we refuse to send a payment?

- 5.1 **We** can refuse to send a payment if:

- **we** reasonably think that it wasn't **you** who asked **us** to do so or **we** reasonably suspect fraudulent activity;
- **you** haven't given **us** the right information or some of the information is missing;
- **you** are asking **us** to do something which is against the law or a regulation, code or other duty which **we** have to comply with; or
- it would mean that **you** go over a limit or are not keeping to the terms and conditions which apply to **your Eligible current account(s)** (for example, if it will create an unarranged overdraft or exceed an arranged overdraft).

- 5.2 If **we** decide not to carry out a transaction **we'll** not be responsible for any loss or damage **you** suffer as a result. Unless it is unlawful for **us** to do so, **we'll** tell **you** why **we're** not prepared to carry out a transaction when **you** use the **Service**.

- 5.3 **We'll** show any transaction which **we** haven't executed (i.e. any payment from **your Eligible current account(s)** which would have been made via the **Service**) on **your Eligible current account(s)** on the next **Working Day** as a debit and credit on that **Eligible current account**. **You** can view transactions on **Internet Banking** or **Mobile Banking** and they will be shown on **your** monthly statement. **You** can also request mini-statements from one of **our** in-branch cash machines. **We** won't show any transactions that haven't been executed if **we** think that by doing so, **your Eligible current account** might no longer be secure or it would be against the law for **us** to tell **you**.

- 5.4 **You** can also find out information about the transaction **we** haven't allowed and, if possible, the reasons why **we** haven't allowed it by calling **us** using **our** contact details at the end of these terms and conditions. If **you** call **us**, **we'll** also tell **you** what **you** need to do so that **we** can allow you to send payments from **your Eligible current account(s)** using the **Service**.

6. What happens if something goes wrong?

- 6.1 If something goes wrong because of **our** error

If **you've** asked **us** to send a payment via the **Service**, **we're** responsible for making sure that it reaches the recipient's bank. If it doesn't and it's **our** fault, **we'll** refund the money to **you** and put **your Eligible current account** back into the position it would have been in if **you** hadn't asked **us** to make the payment. **We** won't refund the money if:

- **we** can prove that it has been received by the bank or building society holding the recipient's account, or
- the failure was due to very unusual and unforeseeable circumstances beyond **our** control, and the consequences of those circumstances were unavoidable despite **us** doing everything **we** could to prevent them.

- 6.2 If something goes wrong because of **your** error

If **you** make a mistake and give **us** the wrong information (e.g. the wrong mobile phone number for the recipient) or if **you** verify and approve a **Recipient Account Name** who is not the intended recipient:

- the payment may be delayed or not received by the correct recipient;
- **we'll** try to get the money back for **you** if **you** ask **us** to. The bank or building society of the person who received the money by mistake may charge **us** for this. If there's a charge, **you'll** be liable and **we'll** tell **you** how much **you'll** need to pay when **you** ask **us** to get the money back for you; and
- **we** may not be able to get the payment back for **you**.

7. Unauthorised transactions and payments made incorrectly

- 7.1 **You** should check **your** statements regularly and carefully. Tell **us** immediately using **our** contact details at the end of these terms and conditions if there is a transaction **you** do not recognise or didn't send or if **you** think **we** have sent a payment via the **Service** incorrectly.

- 7.2 If **you** don't tell **us** within 13 months of the date of the payment, **you** may not be entitled to a refund or to have any errors corrected.

8. Responsibility for things that go wrong

- 8.1 If **we're** responsible for anything that happens when sending or receiving a payment via the **Service** because of a delay or error by **us**, or for any payments which **you** didn't authorise, **our** responsibility to **you** won't be more than the following:

- the amount of the payment; and
- any interest that **you** don't receive or any interest or charges **you** have to pay because of **our** delay or error.

- 8.2 If **you** have the right to a refund, **we'll** refund the amounts listed above straight away.

- 8.3 **We're** not responsible for any failure to provide all or part of the **Service**:

- for any reason that is beyond **our** reasonable control such as the failure of any machine, data processing system or transmission link or while maintenance or upgrades are carried out to any system used to provide the **Service** and/or **Paym** or for outages or lack of coverage or signal on any phone network; or
- due to **our** obligations under European or National law.

9. Liability for unauthorised transactions

- 9.1 **You'll** be responsible for all losses arising from unauthorised transactions made via the **Service** as a result of:

- **you** acting fraudulently;

- **you** intentionally or with gross negligence fail to comply with these terms and conditions (including keeping **your** mobile device and security details for **Mobile Banking** safe); or
- **you** intentionally or with gross negligence fail to notify **us** if **you** know or suspect someone else knows how to access **your** mobile device and has **your Mobile Banking** security details or has attempted to use the **Service** without **your** consent.

9.2 If **you** dispute that **you've** carried out a transaction, **we** will expect **you** to co-operate with **us** and the police in any investigations. **We** may give the police and **our** insurers any information **we** consider relevant, to enable them to carry out investigations.

10. Keeping the information on the Database up to date

10.1 **You** can change the mobile phone number and the **Registered Account** that is recorded on the **Database** at any time via **Internet Banking**. Once **you** have done so **we** will update the **Database** within one **Working Day**. **We'll** use the number registered on the **Database** to send **you** SMS messages in relation to the **Service** so it is important that **you** keep it up to date. If **you** change the mobile phone number used to receive payments into **your Registered Account** via the **Service** and registered on the **Database**, **we** will not automatically change the mobile phone number **we** hold in relation to any Nationwide account(s) and other services as part of **your** contact details. **You** must do this using **Internet Banking** or by visiting **us** in branch or by telephone using the contact details at the end of these terms and conditions.

10.2 If **you** ask **us** to change the mobile phone number details that **we** hold in relation to any Nationwide account(s) and other services as part of a change of contact details, **we** will not automatically change the mobile phone number that is used to receive payments into **your Registered Account** via the **Service** and registered on the **Database**. **You** can only do this using **Internet Banking**.

10.3 If someone insists that they have the same mobile phone number that **you** have registered on the **Database**, **we** will contact **you** to confirm that it is still **your** number. If **we** are unable to make contact with **you** within fifteen **Working Days**, **we** will de-register **you** from the **Service**.

11. What if you lose your mobile device?

11.1 If **you** lose **your** mobile device, think it's been stolen, or an attempt has been made to use the **Service** without **your** consent, **you** must tell **us** as soon as **you** can using **our** contact details at the end of these terms and conditions.

11.2 If **you** tell **us** that **you** have lost **your** mobile device, at **your** request **we** can block use of **Mobile Banking** until **you** have found or replaced it. If **we** do block **Mobile Banking** **you'll** need to download the **Banking** app again. **You** will not be able to send payments via the **Service** until **you** have done this. **You** will still be able to receive payments into **your Registered Account**.

12. Cancellation and your right to de-register from the Service

12.1 This agreement has no fixed duration and will continue until **you** de-register from the **Service** using **Internet Banking** or it is terminated by **us**. **You** have the right to cancel this agreement free of charge at any time by de-registering from the **Service** on **Internet Banking**. We will normally de-register **your** details and remove them from the **Database** within one **Working Day**.

12.2 If **you** don't de-register from the **Service** then, unless we suspend or withdraw the **Service** and/or de-register **you** from the **Service** as provided in this agreement, this agreement will continue, **your** details will remain on the **Database** and **you** will continue to receive payments via the **Service** to **your Registered Account**.

13. Our right to suspend your use of the Service and our right to withdraw the Service

13.1 **We** may temporarily suspend **your** ability to send and receive payments using the **Service** if **you** repeatedly start but then fail to complete payment requests via the **Service** and **we** will tell **you** at the time when **we** suspend the **Service**.

13.2 **We** can also choose to withdraw the **Service** by terminating this agreement. If **we** choose to terminate this agreement **we** will give **you** at least two months' notice.

14. Our right to de-register you from the Service

14.1 **We** can de-register **you** from the **Service** (which will mean removing **your** details from the **Database**) if:

- **we've** reasonable grounds to suspect unauthorised or fraudulent use of **your** personal information or **your** mobile device;
- **we've** reasonable grounds to suspect compromise of **your** personal information on the **Database**;
- a joint account holder of an **Eligible current account** tells **us** that another joint account holder is no longer allowed to authorise transactions, or if **we** think transactions should be authorised by the joint account holders of an **Eligible current account** jointly;
- **your Registered Account** is closed or switched (i.e. transferred to another bank or building society). If **you** switch **your Registered Account**, (a) **you** will have to re-register for **Paym** with **your** new bank or building society; and (b) if **you** keep another **Eligible current account** open with **us** and do not update **your** details on the **Database**, **you** will no longer be able to receive **Paym** payments but **you** will still be able to send them from **your** other **Eligible current account(s)**;
- **you** seriously or persistently break these terms and conditions, or the terms and conditions applying to **your Registered Account** or other **Eligible current account(s)** or to **Internet Banking** or **Mobile Banking**;
- **you** are, or we reasonably suspect **you** may be, using or obtaining, or allowing someone else to use or obtain an account, service or money illegally;
- **your Registered Account** or other **Eligible current account(s)** is, or **we** reasonably suspect it is, being used for an illegal purpose;
- **you** are, or **we** reasonably suspect **you** may be, acting fraudulently;
- **you're** threatening or violent towards **our** staff;
- **you** weren't entitled to open **your Registered Account** or other **Eligible current account(s)** or were not eligible for **Internet Banking** or **Mobile Banking**;
- **you** have been de-registered from **Internet Banking**;
- **we** have demanded that **you** repay an overdraft on **your Registered Account** or other **Eligible current account(s)** and **you've** not done so;
- **we** have reasonable grounds to suspect that **your Internet Banking** or **Mobile Banking** security details have not been kept safe;

- **we** reasonably consider that by **your** registration continuing, **we** may break a law, regulation, code, court order or other duty, or **we** may be exposed to action or censure from any government, regulator or law enforcement agency;
 - **we** consider it appropriate for **your** protection; or
 - **we** have the right to do so under the section headed “**Keeping the information on the Database up to date**”.
- 14.2 Wherever possible, **we’ll** notify **you** personally before de-registering **you** from the **Service** and provide **our** reasons for doing so. If **we’re** unable to contact **you** beforehand, **we** suspect that **you** have undertaken fraudulent activity or there is a legal reason or other circumstances beyond **our** control preventing **us** from doing so, where possible **we’ll** contact **you** and give **our** reasons afterwards.
- 14.3 Following de-registration **you** will only be able to re-register for the **Service** using **Internet Banking**.
- 14.4 This agreement will automatically terminate if **we** de-register **you** from the **Service**.

15. Changing these terms and conditions

- 15.1 **We** may make changes to these terms and conditions at any time by giving **you** at least two months’ personal notification before the changes take effect. **You** have the right to de-register from the **Service** without charge at any time before the changes come into effect. If **you** don’t de-register from the **Service** **you** will be treated as having accepted the changes.

16. General

- 16.1 If any one of these terms and conditions is invalid or **we** are not able to enforce one of these terms and conditions, this does not mean that any other term or condition is invalid or that **we** will not be able to enforce it.
- 16.2 **We** can transfer all or some of **our** rights under these terms and conditions to someone else. **We** can transfer all of **our** obligations under these terms and conditions but only to someone **we** consider capable of performing them. If **we** do transfer any or all of **our** rights and obligations under these terms and conditions **we** will tell you about the transfer where we are required to do so under any applicable law, regulation or code.
- 16.3 **You** cannot transfer any of **your** rights or obligations under these terms and conditions.
- 16.4 Nothing in these terms and conditions will reduce **your** statutory rights.
- 16.5 **Paym** is a registered trademark of the **Mobile Payments Service Company Limited** (or its successors in title) and it is used under licence.
- 16.6 **We** may choose not to enforce or rely on one or more of these terms and conditions at any time, but **we** reserve the right to start applying them again at any time.
- 16.7 **You** have a right to receive a copy of these terms and conditions at any time by contacting **us** using **our** contact details at the end of these terms and conditions. Alternatively **you** can download a copy at any time through **Internet Banking**.
- 16.8 When **we** communicate with **you**, **we** will do so in one of the following ways:
- by writing to **you**;
 - by display in **our** branches;
 - by display on **our** website;
 - by advertising in the press;
 - by telephone or in person;
 - by secure message or notice within **Internet Banking**;
 - by SMS text message; or
 - any other way that is reasonable and appropriate at the time.

17. Law

- 17.1 This agreement is governed by English Law and the language **we’ll** use in **our** communications will be English. If **you** want to bring a claim against **us** in the courts, the courts of England and Wales will be able to deal with any questions relating to this agreement but if **you** live in another country, **you** can bring a claim in the courts which are local to **you**.

18. Complaints

- 18.1 **We** have a complaints procedure to help with **your** complaint. For more information, or to make a complaint, please:
- visit **our** website and click on the option ‘Contact us’;
 - call 0800 30 20 15 or 03457 30 20 15 from **your** mobile; or
 - talk to **us** in branch.
- 18.2 If **you** are not happy with the way **we’ve** dealt with **your** complaint, **you** may refer it to the Financial Ombudsman Service. **You** can also refer **your** complaint to them first, without giving **us** the opportunity of resolving it for **you**, but if **you** do this the Financial Ombudsman will only consider **your** complaint if **we** consent to this. The Financial Ombudsman Service provides a free, independent, complaint resolution service. **You** can contact them at Exchange Tower, London E14 9SR. Tel: 0300 123 9123 or 0800 023 4567. E-mail: complaint.info@financial-ombudsman.org.uk. Details about their service and how to refer a complaint to them can be found on their website at www.financial-ombudsman.org.uk.

Nationwide Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 106078. You can confirm our registration on the FCA’s website www.fca.org.uk or by contacting the FCA on 0800 111 6768.

Our Contact Details

You can contact us 24 hours a day at customer.services@nationwide.co.uk
by telephoning our Customer Service Centre on **0800 30 20 10**
by writing to us at **Nationwide Building Society, Nationwide House, Pipers Way, Swindon, SN38 1NW**.