

**Nationwide  
UK (Ireland)  
Terms and  
Conditions**



# Nationwide UK (Ireland) Terms and Conditions

## 1 General Account Conditions

1.1 These general account conditions apply to all accounts issued by us.

The contract that you are entering into with us comprises the following: these general account conditions; the specific conditions set out below that relate to your particular kind of account; the Account Application Form; the Terms of Business; the Easy Access Savings and / or the Fixed rate Savings Account details; the Interest Rates and Charges leaflet; the leaflet How Nationwide UK (Ireland) uses your personal information.

1.2 In these terms and conditions the following expressions have the corresponding meanings:

### “you” / “your”

The account holder(s);

### “we” / “us” / “our”

Nationwide Building Society, trading as **Nationwide UK (Ireland)**. Nationwide Building Society is regulated by the Financial Services Authority in the United Kingdom under registration number 106078.

### “Account”

Your account, which is either in your name or held jointly with others.

1.3 This account is a deposit account and does not confer on you any rights of membership of Nationwide Building Society.

1.4 The account is only available to those aged 18 or over.

1.5 The account can have a maximum of four account holders, each of whom must be a resident of the Republic of Ireland. If you cease to be a resident of the Republic of Ireland, you agree to notify us. In this event, the account will be closed and the balance returned to you. If we do not receive instructions of where to transfer your balance, the balance of your account, together with any interest payable will automatically be reinvested into a Nationwide UK (Ireland) Easy Access Savings Account (annual interest version), with the interest rate set at 0%. The terms and conditions applicable to the Easy Access Savings Account (other than those relating to the interest rate) will apply from that date.

1.6 If after opening an account with a new deposit you are not happy with your choice of account, you may transfer the balance to another account with us or have your money returned without loss of interest, provided that you tell us of your intention within two weeks from the date the account was opened and this agreement entered into. If your original deposit was by cheque, you cannot transfer or close down the account until your cheque has cleared through the banking system, which might take up to seven working days.

1.7 The maximum deposit and balance on the account is €2,000,000.

1.8 We may stop offering the account to new customers without telling you.

1.9 In the event of your death, the balance in the account together with interest and any bonus will be paid to your personal representatives without notice or loss of interest. On the death of a joint account holder, the balance together with interest and any bonus will be payable to the surviving account holder(s) without notice or loss of interest or the surviving account holder(s) can choose to keep the account in their name(s).

1.10 In normal circumstances, we will not close your account without giving you at least 2 months notice.

1.11 If you breach any terms of this agreement we may close your account by giving you not less than 30 days personal notification.

1.12 We may close your account immediately in exceptional circumstances. These may include a legal obligation to close the account or for threatening or abusive behaviour to our staff.

1.13 In the event of any failure, interruption or delay in the performance of any service we provide you resulting from acts, events or circumstances not reasonably within the our control, including but not limited to industrial disputes, acts or regulations of any governmental or supranational bodies or authorities, flood, storm or other natural event, any war, hostilities or revolution, riot or civil disorder, and breakdown, failure or malfunction of any telecommunication or computer service or systems, we shall not be liable to you or any other party or have any responsibility of any kind for any loss or damage thereby incurred or suffered.

1.14 The account must not be used for business purposes.

1.15 You must tell us straightaway:

- a) If you think your account is being misused.
- b) If you change your name, address, telephone number or e-mail address (if we communicate with you in this way).

1.16 We shall have no liability whatsoever in respect of any loss or damage suffered by any person as a result of your breach of any of these terms and conditions.

1.17 We may at any time, without notice to you, set-off and apply the credit balance in the account toward payment of the debit balance on any other account held by you with us.

1.18 You will not be entitled to draw on one account in reliance on the balance in another account.

1.19 Any demand or notice sent by us to you by post to the last address notified by you, shall be deemed to have been received twenty four hours after dispatch by ordinary post, or immediately upon delivery by hand.

1.20 For your protection we may require proof of identity before allowing withdrawals from your account.

1.21 We will debit your account with all payments and (where permitted by the specific conditions of your account) withdrawals authorised by you together with any charges in accordance with our published charges.

1.22 Electronic credits will be available for withdrawal (where permitted by the specific conditions of your account) from the date of receipt into the account.

- 1.23 A paper statement will be sent to you in April each year if the balance on the account is greater than €20.
- 1.24 We may assign or transfer your account and the rights and obligations in connection therewith to any subsidiary, or member of the Nationwide group, provided that we will notify you of the identity of the proposed assignee or transferee prior to any such assignment or transfer.
- 1.25 If an amount is debited or credited to your account in error by us, we may make any necessary correcting entry to your account without the need for your approval or without the need to notify you.
- 1.26 These conditions and our contract with you regarding the account are governed by the laws of the Republic of Ireland, and you and we agree to submit to the exclusive jurisdiction of the Irish Courts.
- 1.27 If we do not enforce any condition of the agreement with you or if we delay in enforcing it, we do not waive that condition and we may still enforce it at a later date.
- 1.28 (a) We reserve the right to refuse to act on instructions received from you if they are not provided: in accordance with these conditions; in accordance with instructions that we issue regarding these services from time to time; if the message conveyed is unclear; or if a fraud or a security issue is reasonably suspected.
- (b) Where we have refused to carry out your transactions that occurred within the EEA, we will notify you within three working days.
- (c) We will not notify you if we believe that doing so would compromise security or would otherwise be unlawful. Information about the refusal and, if possible, our reasons for the refusal along with information on how to correct any factual errors that led to the refusal can be obtained by calling us.
- 1.29 If we decided not to carry out a transaction in accordance with Condition 1.28, we will not be responsible for any loss or damage you may suffer because of that decision.
- 1.30 If you dispute that you have carried out any transaction on your account we will expect you to co-operate with us and the Garda Síochána in any related investigation we undertake. You hereby agree that we may disclose to the Garda Síochána any information we consider relevant, to enable them to carry out such investigations.
- If we have to take action against another party as a result of a transaction on your account, you must assist us and provide all available information to enable us to pursue this action.
- 1.31 We will communicate with you in English.

## 2 Interest

- 2.1 Interest is paid to the account in accordance with the appropriate specific conditions for your account.
- 2.2 Electronic credits paid into the account will earn interest from the day of receipt.
- 2.3 We will deduct Deposit Income Retention Tax from any interest payable to you. Interest can be paid gross if you are eligible for exemption and have provided Nationwide with a completed DE1 Revenue Commissioners declaration form or we have been advised by the Revenue Commissioners of DE2 status. Interest will be paid gross from the first account capitalisation following it being made exempt. Joint accounts can be made exempt only where the holders are married. You must advise us immediately of any change to circumstances which would stop the account being eligible for exemption.
- 2.4 Unless your account has a fixed interest rate, we may vary interest rates. We will normally only vary interest rates and charges for one or more of the following reasons:
- a) To reflect general market conditions or changes in general interest rates, including the interest rates or terms on which similar accounts are offered by other providers of financial services;
- b) To reflect any changes or anticipated changes in the law, regulations or codes of practice or to respond to a decision by a court, ombudsman, regulator or central bank;
- c) To respond to changes in the rates applying to our mortgage business;
- d) To reflect changes to our costs, including administrative costs, costs involved in providing services or facilities or changes in the costs to us of borrowing funds;
- e) To maintain our financial strength for the benefit of our membership in general.
- 2.5 In all circumstances where we vary the interest rate we will tell you about it by putting a notice on our website or an advertisement in the press.
- 2.6 If we wish to do any of the following, we will notify you in advance in accordance with good industry practice at the time:
- a) Vary interest rates for any reason other than those set out in condition 2.4;
- b) Introduce or vary a charge for any reason other than those set out in condition 2.4; or
- c) Change any other of the terms and conditions of your account.
- 2.7 If your rate is expressed with reference to an index or other bank rate, we will ensure that the rate of interest payable on your account is in accordance with that expression for the applicable time period. If the reference is for a certain period of time then when that period has expired, the rate of interest will be fully variable and we will be entitled to vary the interest rate in accordance with these terms and conditions.

### 3 Joint Account Holders

- 3.1 The obligations of joint customers to us under these terms and conditions in respect of all operations on the account and in respect of any indebtedness on the account will be joint and several.
- 3.2 Joint account holders shall choose the order of names on the account and only the first named account holder will receive statements in respect of the account unless we are otherwise instructed by the account holders when opening the account.
- 3.3 If we become aware that there is a disagreement relating to the account or ownership of funds in the account (including a dispute between account holders), or that the account is being used for illegal purposes, we may freeze the account with or without notice being given to you. No withdrawals nor any other instructions may be carried out on the account, until we are satisfied that the account is not being used for illegal purposes or that the dispute has been settled. We are entitled to recover costs and make a reasonable charge for time and actions undertaken in relation to an account when funds have been frozen. We will not be liable for any losses, costs or expenses arising as a result of an account being frozen.
- 3.4 You acknowledge and agree that if you instruct us to make payments from a joint account on the signature of some but not all of the joint account holders then you agree that money in the joint account may be withdrawn without the knowledge of all joint account holders.

### 4 Electronic Payments

- 4.1 (a) Before we can act on your instructions to make payments or withdrawals, we will require your consent and may require proof of identification. How we obtain your consent may include the use of Telebanking Passwords, Memorable Data or Passnumbers.
- (b) When making payments as detailed in the table below, we will require the account number, sort code and if applicable reference for the person or organisation you are paying.
- (c) If you give us the wrong account details for a payment as detailed in (b) above, we will try to recover the funds for you if you ask us to, but we may charge you for doing so.
- 4.2 The following table details when payments can be made, when they are received and how they can be cancelled.

Payment Type	When we can accept your payment instructions	When payments usually arrive	How to cancel your instruction
Internal transfers to Nationwide UK (Ireland) accounts	At any time using Internet Banking and Telebanking. During opening hours	Immediately.	You cannot normally cancel a payment after we have accepted your instruction.
Electronic Funds Transfer – Payments within Ireland	During opening hours. For same day payments we must receive your instruction by 1.00pm on a working day.	Payment normally arrives on the next working day.	You cannot normally cancel a payment after we have accepted your instruction.

- 4.3 If you receive a refund on a transaction we will pay the amount of the refund into your account when we receive it.
- 4.4 Payments from your account will only be made if there are enough cleared funds available in your account.
- 4.5 Electronic Funds Transfer can only be made to designated Irish accounts.
- 4.6 Changes to the 'Electronic Payments' section of the terms and conditions will be notified 2 months in advance of taking affect.

### 5 Cheques

- 5.1 Banking of cheques for payment will at all times be subject to the rules, and clearing processes, of any cheque clearing system used by us. The central clearing cycle is normally six working days after the cheque is received (not including Saturdays, Sundays and Bank Holidays in the Republic of Ireland). There are three elements to the cheque clearing cycle:
- a) Clearing for interest (when we start paying interest on any cheque you deposit with us).
- b) Clearing for withdrawal (when we will allow you to withdraw against any cheque deposit with us).
- c) Clearing for certainty (when you can be certain that we will not debit any cheque you deposit with us which is returned unpaid, without your permission – unless you are a knowing party to a fraud).
- 5.2 Cheques drawn from or paid into the account will be treated as valid for six months from the date of the cheque. Cheques must not be post dated.

## 6 Specific conditions for the Easy Access Savings and Easy Access Call Accounts

- 6.1 The minimum initial deposit and balance is €2,000.
- 6.2 Interest will be capitalised to the account on:
  - a) 31 March each year for accounts on which interest is paid annually; or
  - b) The last working day of the calendar month for accounts on which interest is paid monthly depending on the option chosen by you on the application form.
- 6.3 The Interest Rate is variable on the Easy Access Savings Account and the Easy Access Call Account.
- 6.4 In each case, the interest can be paid directly into the account or the payment can be made to another Nationwide UK (Ireland) account or to a current account with another Irish Bank / Building Society. You agree that our obligation to you in respect of such interest payment is discharged on the payment by us to any such account nominated by you.
- 6.5 If you have an Easy Access Savings Account and if you make more than six withdrawals from the account in the period from 1 April one year to 31 March the next year then thirty days' interest on the amount withdrawn (the "interest charge") will be deducted from the account on the seventh, and each further, withdrawal. If, when the account is closed, there is insufficient accrued interest to cover the interest charge payable, the difference will be taken from the account balance. This means that your closing balance may be less than the amount that you initially deposited.
- 6.6 If you have an Easy Access Call Account there is no restriction on the number of withdrawals you may make.
- 6.7 The Easy Access Call Account is only available to existing customers with fixed rate accounts as the default option for their maturing funds.

## 7 Specific conditions for the Fixed Rate Savings Accounts

- 7.1 The account is for a fixed term. The start date of the term is determined by the way the initial deposit is made into the account. For an initial deposit by electronic funds transfer the term starts on the day the funds are received into the account. If the initial deposit is made by cheque, the term starts one day after the cheque has been credited to the account. The fixed term ends on the expiry of the period set out in the information you were given when you opened the account.
- 7.2 The minimum deposit is €3,000.
- 7.3 We will notify you of the options available to you for when your account matures. If we do not receive any instructions from you the balance of your account, together with any interest payable will automatically be reinvested into a Nationwide UK (Ireland) Easy Access Call Account and interest will be paid either monthly or annually as selected on the original fixed rate account. The terms and conditions applicable to the Nationwide UK (Ireland) Easy Access Call Account will apply from that date in place of these specific conditions.
- 7.4 Part withdrawals are not permitted during the term of the account.
- 7.5 Additional deposits into the account after the initial deposit are not permitted.
- 7.6 We may from time to time issue other fixed rate or fixed term accounts at different interest rates or terms without offering you the opportunity to transfer your deposit to the new accounts free of these conditions.
- 7.7 For accounts with a term of 1 year or less, interest will be capitalised to the account on
  - a) maturity of the account; or
  - b) the last working day of the calendar month for accounts where interest is paid monthly.
- 7.8 For accounts with a term greater than 1 year, interest will be capitalised to the account on
  - a) the annual anniversary of the launch of the account chosen; or
  - b) the last working day of the calendar month for accounts where interest is paid monthly; and
  - c) maturity of the account.
- 7.9 For accounts on which the interest is paid monthly, that interest must be paid directly into another account nominated by you to us.
- 7.10 For accounts on which the interest is paid at maturity, the interest will be added to the account
- 7.11 The account may be closed at any time before maturity but this will incur the loss of ninety days' interest (the 'early closure charge'). If, when the account is closed, there is insufficient accrued interest to cover the early closure charge, the difference will be taken from the account balance. This means that your closing balance may be less than the amount that you initially deposited.

## 8 Telebanking

- 8.1 We provide telebanking services each working day during our normal opening hours as set out on our website. The website will also set out which services are available to telebanking.
- 8.2 If you wish to apply for these services you must complete the relevant section of the application form or complete an additional authorisation form for this service. We retain the right, at our sole discretion, to decline any application for telebanking services.
- 8.3 For any party to an account to use telebanking services all parties to an account must:
  - a) Authorise and accept these specific conditions that apply to these services by signing an application form to that effect; and
  - b) Sign an account mandate that provides that any party to that account may individually issue instructions to us to authorise and effect transactions on that account.
- 8.4 You must keep any password, code or other security information ("Telebanking Password") that we provide to you relating to your account and/or the telebanking services strictly confidential and secure at all time. You agree that you shall not disclose your Telebanking Password to anyone except other joint holders of the relevant account (if any) and, for the purposes of providing an instruction in respect of your account to a member of our staff.

- 8.5 You agree to inform us as soon as possible if you know or suspect that somebody other than other joint holders of your account has been provided with your Telebanking Password.
- 8.6 You authorise us to act on any instruction given via our telebanking services from any agent or attorney who you have appointed in any third party authorisation or Power of Attorney lodged with us and agree that such third party authorisation or Power of Attorney is varied and extended to act on such instructions received via our telebanking services.
- 8.7 You will not be liable for a transaction carried out via our telebanking services on any of your accounts which was not carried out by you and on your instruction except if you have acted fraudulently or without reasonable care, which shall be deemed to include failing to comply with your agreement with us, including these conditions specifically relating to telebanking services.
- 8.8 Instructions to withdraw or transfer funds given by you via our telebanking services can only be made to a nominated account and payee (a "Payee") specified by you, or alternatively by our issuing a cheque to you at an address that you nominate in writing.
- 8.9 There is no limit to the number of bank accounts held by you which you can designate as accounts for the purposes of our telebanking services. There is no limit to the number of Payees which you can designate in respect of such accounts. Additional forms to designate Payees are available from us upon request. However, for security reasons, there can be no deviation from the list of Payees when you request a withdrawal from, or closure of, an account via our telebanking services, and the provisions of condition 8.8 shall at all times apply. Any subsequent amendments to your list of Payees must be given to us in writing and signed by you in accordance with your signing mandate on that particular account.
- 8.10 If a withdrawal instruction is received for a transfer of funds from an account to a bank account that is not designated as a Payee, written confirmation from you must be received by post before the transaction can be acted on and the provisions of condition 8.8 shall at all times apply.
- 8.11 You cannot instruct us to change your address using the telebanking service. A signed request to change your address must be given by you to us in writing by hard copy through the post, including proof of your new address.
- 8.12 The maximum amount that can be withdrawn by you from an account via our telebanking services is €200,000. An instruction by you to close an account by telephone or internet banking cannot be processed if your balance exceeds €200,000 and the provisions of condition 8.8 shall at all times apply, any such instruction must be made in writing by post.
- 8.13 Subject to these terms and conditions, withdrawals or closures of an account can be made by electronic transfer or by cheque, as specified by you in the relevant instruction.
- 8.14 We may record all telephone calls. Please refer to the leaflet 'How Nationwide UK (Ireland) uses your personal information' for information regarding such recordings.
- 8.15 When authorising a transaction on your account using our telebanking services we will ask you to provide a random sample of characters from your Telebanking Password followed by the full details of the transaction(s) you require. These instructions will be read back to you for your confirmation. If you are unable to quote the correct characters from your Telebanking Password we will not carry out your instruction. We reserve the right to request you to provide further information regarding your account in order to verify your identity prior to processing a transaction.
- 8.16 You must pay your own telephone charges resulting from using the telebanking services.

## **9 Internet Banking**

- 9.1 Additional terms and conditions apply to our Internet Banking service. These can be viewed on our website and will also be made available to customers registering for, or authorising use of, these services.

Write to us at Nationwide UK (Ireland), PO Box 11552, 3 Spencer Dock, North Wall Quay, Dublin 1

Nationwide Building Society, trading as Nationwide UK (Ireland), is authorised by the Financial Services Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules.

Nationwide Building Society, Head Office, Nationwide House, Pipers Way, Swindon, SN38 1NW, UK.



**Ireland**