Section C – Telephone Banking Conditions

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1. General

1.1 to use **our telephone banking service**, **you** will need access to a touch tone telephone and a **telephone banking PIN**.
1.2 **you** cannot access **our telephone banking service** by text phone.
1.3 when **you** telephone **us** on the **telephone banking service** number (or any number notified by **us** for this purpose), **your** call will automatically be put through to **our telephone banking service**.
1.4 **telephone banking service** is automatically provided when **you** open an **account** and by using **our telephone banking service**, **you** agree that these **conditions** apply to **your** use of **our telephone banking service** in relation to any **account(s)** which **we** provide or which **we** may provide to **you** now or in the future.
1.5 for training and security purposes, **we** may monitor and/or record **your** telephone calls with **us**. **Our** recordings shall be and remain **our** sole property.

2. Your telephone banking service

2.1 **You** can use the **telephone banking service** (where applicable to **your account**) to:
(a) check the balance on **your accounts**;
(b) obtain details of **your** most recent transactions;
(c) transfer money between **your accounts;**
(d) give **us** instructions to pay a bill or transfer money to another person's account;*
(e) set up or cancel standing orders and/or direct debits;*
(f) make BACS payments to **your** nominated account;**
(g) request a new online banking **password**;
(h) activate **your** new debit **card;**
(i) speak to a Customer Service Representative in relation to any other enquiry*.
* These services are not available out of working hours and prevailing maximum limits restrictions apply.
** Maximum day limits apply per personal customer's **account (for details contact customer services on 0845 6060 786**).
2.2 **You** cannot use **our telephone banking service** to inform **us** of **your** change of address, this must be notified in writing to **us** immediately unless we agree otherwise.
2.3 When **you** give **us** instructions to transfer money between **your accounts** held with **us** or to make a payment out of **your account** on a **working** day before the advised cut off times which **we** may change from time to time, **we** will normally start processing **your** instructions, via the relevant payment transfer scheme, on the same **working day** and the beneficiary's account will be credited with the transfer value as soon as practically possible (for sterling payments within the UK this may be within the same working day or in some cases by the end of the next working day). **We** will do this by immediately deducting the amount of the payment from **your account**, subject to cleared funds being available at that time. **Your** statement will show the payment as being made on the same **working day,** unless the payment has been requested for a future date. If the payment has been requested for a future date then **we** will endeavour to process **your** instructions on that date, if it is a **working day.** If the future date is not a **working day**, **your** instructions will normally be processed on the next **working day** following the date requested. Advised cut off times may vary for same day UK CHAPS payment and international payment (a fee will apply, please see our Tariff List), for international payment the transfer may take longer.

2.4 Instructions received after the advised payment cut off time referred to in clause 2.3 on a **working day** or on a non **working day** will normally be processed on the next **working day.**

2.5 **You** will not be able to make any funds transfer or other payment if the operation of **your account** has been restricted by **us** (in accordance with 5.5, Section A above). Where it is possible for **us** to do so, **we** will inform **you** as soon as reasonably practicable by written notice if **your account** is or is to become restricted by whatsoever means.

2.6 **You** will only be able to withdraw money from **your account(s)** in accordance with the **special conditions** set out for each **account**.

3. Using your telephone banking service safely

3.1 When **you** call the **telephone banking service**, **you** will be asked for **your** 8 digit **account** number, two digits from **your telephone banking PIN** and **your** date of birth**.**

3.2 Where **we** are unable to identify **you** based on the information provided to **us, you** will be transferred to one of **our** Customer Services Representatives who will ask **you** additional questions to identify **you** as **our** customer.

3.3 **We** will not be able to assist **you** with any specific query, if **we** decide that **we** are unable to identify **you** as **our** customer. **We** will, however, still be able to assist **you** in relation to general matters not specific to **your account(s)**.

3.4 When **we** call **you**, **we** will never ask **you** for **your** entire **telephone banking PIN**. **We** will ask **you** questions based on information known to **us** about **you** and the transactions on **your account** which will enable **us** to identify **you** as **our** customer.

3.5 Once **your** application to use **our telephone banking service** has been successful, **you** must never tell anyone **your telephone banking PIN** and **you** must also take all reasonable steps to:

(a) take every care to keep **your telephone banking PIN** secret and to stop anyone else using **your telephone banking PIN;**

(b) never write down **your telephone banking PIN**.

(c) never disclose more than two digits from **your telephone banking PIN** to **our** staff when **you** call **us**;

(d) never disclose any digits from **your telephone banking PIN** to any other member of **our** staff not working in the **telephone banking service**; and

(e) take care not to be overheard when making use of **our telephone banking service**.

3.6 **You** will be liable for any losses incurred as a result of failure to adhere to 3.5.

3.7 **You** must inform **us** immediately by telephone on 0845 6060 786 if **you** know or suspect that an unauthorised call has been made to **our telephone banking service** or that anyone else knows or has asked **you** for **your telephone banking PIN.**

3.8 **You** must comply with all instructions **we** issue regarding using **your telephone banking service** safely.

3.9 If **you** use a cordless or mobile telephone operating on an analogue network to telephone **us**, **we** accept no responsibility if any one else intercepts or overhears any telephone conversation between **you** and **us**.

3.10 **You** must check **your** statements as soon as **you** get them and notify **us** urgently if **you** think there has been a mistake.

4. Your instructions

4.1 Once **we** have checked **your** identity in accordance with clause 3 in this Section C, **we** can act on any instructions given to **us** including payments of money from **your account**, even if these instructions **were** not given by **you** or with **your** authority.

4.2 Unless **you** are liable to **us** under clause 4.3, **we** will be liable for any losses where instructions are not actually given by **you** or with **your** authority and **we** will credit **your**

account with the amount of the unauthorised payment. **We** accept no further liability towards **you**.

4.3 **You** will be liable for all losses (including the amount of any transaction carried out without **your** authority) if **we** can show that **you** have acted fraudulently or without reasonable care, which includes, but is not limited to, not taking the steps set out in clause 3.5, to allow an unauthorised transaction to take place.

4.4 Except where **we** can prove that **you** have acted fraudulently, **you** will not be responsible for any unauthorised instructions carried out after **we** have had a reasonable time to put into place additional security measures, once **you** have told **us** that **you** know or suspect that an unauthorised call has been made to **our telephone banking service** or that somebody else knows **your telephone banking PIN** in accordance with 3.7 in this Section C**.**

4.5 When **we** are trying to recover losses which **you** have suffered as a result of **us** acting on instructions which **you** later tell **us** were not given by **you** or which were given without **your** authority, we ask that **you** co-operate with **us** and the police. **We** may disclose information about **you** or **your account** to the police, or anybody else, if **we** believe that it will help prevent or recover losses suffered by **you**.

4.6 **We** may refuse to carry out any of **your** instructions if;

(a) they involve a transaction exceeding a particular volume or other limits, which **we** may impose from time to time, and these may be without notice if **we** determine security measures warrant immediate change, unless **we** agree otherwise**;**

(b) **we** feel there is any reason to do so, such as a suspected breach of security;

(c) **we** are unable to verify **your** identity, or

(d) **we** are of the view that there is any doubt whatsoever regarding **your** identity.

We will contact **you** and tell you why, where **we** are able to.

5. Joint accounts

5.1 If **your account** is a **joint account,** the actions taken and/or instructions given to **us** by any one of **you** using **telephone banking** will be binding on the other **account** holder or holders without **us** having to make any further enquiries.

5.2 All of these **conditions** will apply to all of **you,** jointly and severally**.** This means that all of **you** will be responsible for the **account** individually as well as together**.**

6. Cancelling the Service

6.1 **We** will give **you** at least 30 days prior notice if **we** wish to end **our** agreement with **you** or cancel the **telephone banking service**. However, **we** may give **you** a shorter period of notice or terminate this agreement and **your** use of the **telephone banking service** without giving **you** notice:

(a) where it is reasonably necessary to do so for reasons of security; or

(b) in circumstances beyond **our** control; or

(c) in the event of fraud; or

(d) in the event of **your** failure to observe and comply with these **conditions**.

In such circumstances, **we** will endeavour to give **you** such notice as we are reasonably able to give in the circumstances.

6.2 **We** may suspend any service provided to **you** under the **telephone banking service** without notice where **we** consider it necessary or advisable to do so, for example to protect **you** when there is a suspected breach of security. **We** will use reasonable efforts to inform **you** without undue delay through **our** website and/or **our** branches if a service is not available.

6.3 **You** also have the right to cancel **your** usage of **our telephone banking service** at any time by informing **us** in writing by giving 7 **working days** notice.

6.4 **We** may change, amend or supplement **our telephone banking service**, for a valid reason, at any time, by giving **you** notice in **our** branches (or other offices) and/or online or by post (which includes in **your** statements) or through **our telephone banking**

service. Any such changes, amendments or supplements will apply from the date stated in the notice. If the change is for **your** advantage **we** will make the change and notify **you** as soon as practicable afterwards. For all other changes **we** will give **you** 30 days prior personal notice which may include inserts in **your** statements.

7. Governing law

7.1 The laws of England govern these **conditions.**