

Effective from 13 January 2018

## Special Terms and Conditions for 24 Hour Telephone Banking

### 24 HOUR TELEPHONE BANKING SERVICE

24 Hour Telephone Banking is a Service which may be available with Your Account. These Special Terms and Conditions are in addition to the General Terms and Conditions - Personal or Business Accounts (as applicable) and to any other Special Terms and Conditions that apply to Your Account or Service.

**References in these Special Terms and Conditions to the 'General Terms and Conditions' should be construed as references to the Bank's General Terms and Conditions - Personal Accounts or the Bank's General Terms and Conditions - Business Accounts as applicable to the Account which You hold.**

Unless otherwise stated where these Special Terms and Conditions for 24 Hour Telephone Banking are not consistent with any of the other aforementioned Terms and Conditions then the Special Terms and Conditions for 24 Hour Telephone Banking will apply to the extent of that inconsistency in relation to the operation of the 24 Hour Telephone Banking Service.

These Special Terms and Conditions may be obtained by selecting the "speak to an adviser" option on the menu when You access Our 24 Hour Telephone Banking Service or by phoning Your Branch.

A User will be able to use Our 24 Hour Telephone Banking Service to access his/her own Accounts and may be able to use Our 24 Hour Telephone Banking Service to access the Accounts of another Account Holder. Accordingly, a User can fall within the definition of both "You" (in respect of his/her own Accounts) and "Nominated User" (in respect of the Accounts of another Account Holder) and these Terms and Conditions should be read accordingly.

For details on how to first access Our 24 Hour Telephone Banking Service, call **0345 7 365 024**.

If You are phoning from abroad, call **0044 28 9004 9212**.

Enter Your **customer number**, followed by **# (the hash key)**.

Then enter Your **access code**, followed by **#**.

For further details of the functionality of Our 24 Hour Telephone Banking Service, please refer to the User Guide.

If You and/or a Nominated User believe that You or their Telephone Banking Security Information has (or may have) become known to someone else, please refer to Clause 16 of these Special Terms and Conditions which sets out the actions You and/or the Nominated User must take.

For queries concerning the 24 Hour Telephone Banking Service select the "speak to an adviser" option on the menu when You access Our 24 Hour Telephone Banking Service or contact Your Branch. Calls to Our 24 Hour Telephone Banking Service Helpdesk, **0345 7 365 024**, are charged at local rate. Customers calling from mobile telephones may be charged a different rate. Please refer to Your service provider.

Our 24 Hour Telephone Banking Service may be temporarily unavailable for periods of routine maintenance.

### Special Notes for Business Customers

If We have notified You that You are a Corporate Opt-out Customer, then some of these Terms and Conditions will apply differently as explained in the separate Corporate Opt-out notification provided to You. To enable You to identify the Conditions that apply differently to You and to allow You to compare Your terms with those that apply to retail and small business customers, the Conditions that apply to You which are different are shaded in grey, and the differences explained. The grey shading is for ease of reference only, and is not intended to form part of this Agreement. All Conditions that contain no shading apply to You as stated.

### If You are not a Corporate Opt-out Customer

If We have **not** notified You that You are a Corporate Opt-out Customer the sections contained in the grey shaded areas **do not** apply to You and do not form part of Your Agreement with Us.

If You have any queries in relation to the Corporate Opt-out, please contact Us.

### Definitions:

The Definitions in the Bank's General Terms and Conditions apply. In addition the following definitions apply to these Special Terms and Conditions;

**"Access Code Number" (or "ACN")** means the four digit PIN number which We have notified in writing in accordance with Our procedures to a prospective User and any replacement ACN chosen by a User. The ACN together with a User's Customer Number are used to access the 24 Hour Telephone Banking Service.

**"Agreement for 24 Hour Telephone Banking Service"** means either a Customer Agreement for a Package with Us which provides for Our 24 Hour Telephone Banking Service or the 24 Hour Telephone Banking Service Letter.

**"Bill Payee Details"** means the details of bill payees which are provided by You or a Nominated User so that Bill Payments can be effected through Our 24 Hour Telephone Banking Service.

**"Bill Payment"** means a transfer of funds into an account belonging to a third party using Our 24 Hour Telephone Banking Service.

**"Customer Number"** means the customer number which is advised to a User in the 24 Hour Telephone Banking Service Letter.

**"Nominated User(s)"** means a person who has:  
(a) been authorised by the Account Holder (or in the case of a joint Account the Account Holders) under Clause 5 and in accordance with these Special Terms and Conditions;

- (b) complied with the requirements which We specify shall apply from time to time in respect of Nominated Users (including, for example, providing Us with such documentation as We may require);
- (c) been accepted by Us; and
- (d) accepted these Special Terms and Conditions to operate an Account (as specified in the Mandate(s) relating to the Nominated User) through the 24 Hour Telephone Banking Service all in accordance with the provisions of these Special Terms and Conditions.

“**Telephone Banking Security Information**” means a User’s ACN and Customer Number used in connection with the 24 Hour Telephone Banking Service.

“**24 Hour Telephone Banking Service**” means the 24 Hour Telephone Banking Service We make available through the public telecommunication network to enable the receipt and transmission of information by telephone (including in relation to an Account) as well as the making of payments from Your Account.

“**24 Hour Telephone Banking Service Letter**” means the letter from Us to You or a Nominated User offering access to Our 24 Hour Telephone Banking Service.

“**User**” means You (where You are registered as a User pursuant to Clause 3) and a Nominated User.

“**User Guide**” means the user guide which We issue to each User in connection with the use of Our 24 Hour Telephone Banking Service which explains how the service operates and how to perform various functions associated with the service, as updated from time to time.

**Offer**

1. We, offer to make available to You and any Nominated User on these Special Terms and Conditions the 24 Hour Telephone Banking Service.

2. You, and in the case of a Nominated User, the Nominated User, should read these Special Terms and Conditions carefully before taking any of the steps set out in this Clause 2. If there is any point You do not understand You should contact Us before proceeding. We will rely on these Special Terms and Conditions as soon as You take any of the following steps:

- (a) when You, or in the case of a Nominated User, the Nominated User, sign and return to Us the Agreement for 24 Hour Telephone Banking Service;
- (b) when You complete Our Mandate(s) referred to in Clause 5 below;
- (c) when You, or in the case of a Nominated User, the Nominated User, first access the 24 Hour Telephone Banking Service using the User’s Telephone Banking Security Information.

3. 1 Once You, or in the case of a Nominated User, the Nominated User:

- (a) has taken any of the steps set out in Clause 2 of these Special Terms and Conditions; and
- (b) accessed the 24 Hour Telephone Banking Service using the User’s Telephone Banking Security Information;

We will register You, or in the case of a Nominated User, the Nominated User, as a User of the 24 Hour Telephone Banking Service in accordance with these Terms and Conditions.

Once a User is registered, the User may use the 24 Hour Telephone Banking Service in accordance with these Special Terms and Conditions.

3.2 The User agrees to follow the instructions given in the User Guide.

4. You agree and acknowledge that an instruction from a User to Us using correct Telephone Banking Security Information via the 24 Hour Telephone Banking Service will be treated by Us as Your consent to comply with that instruction and We will treat it as a valid and irrevocable authority for Us to follow that instruction. Accordingly, We may (subject to any legal or regulatory requirements, without enquiring into the purpose or circumstances of the instructions or transaction) honour such instruction even if such instruction causes an Account to become overdrawn. This consent to make a payment out of Your Account cannot be withdrawn once We have received an instruction.

We are liable only for the execution of a payment transaction in accordance with the Sort Code and Account Number (or, where applicable, the BIC and IBAN) for the Payee’s Account that You have given to Us. This is the case even if You have given Us additional

information about the Payee. However, if the instruction relates to a payment by Direct Debit or Standing Order or other future dated payment, please refer to Clause 5.5 of the General Terms and Condition – Business or Clause 5.5 of the General Terms and Conditions – Personal (whichever is applicable).

**Nominated User**

5. We may allow You to nominate a person as a Nominated User to access and/or operate an Account. We will ask You to complete a Mandate. You may notify Us in writing that You wish to amend or revoke the Mandate(s) which You have executed in respect of a Nominated User. A Nominated User’s right to use the 24 Hour Telephone Banking Service to access and/or operate an Account will be withdrawn when You have notified Us when You want that to happen.

6. Subject to Clause 5, You are liable for any use or operation of an Account by a Nominated User as if the Account had been used or operated by You. You should ensure that any Nominated User has read and understood these Special Terms and Conditions. You must also ensure that the Nominated User complies with all Your obligations under these Special Terms and Conditions.

7. A User may continue to use the 24 Hour Telephone Banking Service unless:

- (a) Our 24 Hour Telephone Banking Service is cancelled or terminated under these Special Terms and Conditions; or
- (b) access for that User to the 24 Hour Telephone Banking Service is denied under these Special Terms and Conditions; or
- (c) where that User is a Nominated User, the Mandate provided by You in relation to that Nominated User is revoked by You.

**Use of Our 24 Hour Telephone Banking Service**

8. You and any Nominated User agree and acknowledge that:

- (a) (subject to Clause 24) a payment instruction which is received before the Cut-off Time as set out in the Payment Table will be processed on the same day but if it is received after the Cut-off Time it will be processed on the next Business Day after the instruction is received;

(b) the balance information for an Account will include items that are not cleared; and  
 (c) a User will not have access to Bill Payee Details set up by another User on the 24 Hour Telephone Banking Service even where such Users have access to the same Accounts on the 24 Hour Telephone Banking Service. Details of Cut-off Times and other information relating to timing of payment transactions are set out in the Payment Table provided in the General Terms and Conditions.

9. You and any Nominated User agree that You and any Nominated User shall not make use of all or any part of Our 24 Hour Telephone Banking Service or any information available on Our 24 Hour Telephone Banking Service on behalf of any third party (other than as permitted by these Special Terms and Conditions), or resell or otherwise make all or any part of Our 24 Hour Telephone Banking Service available to a third party (other than as permitted by these Special Terms and Conditions).

10. You and/or the Nominated User shall advise Us without delay if You and/or the Nominated User encounters any interruption or failure of Our 24 Hour Telephone Banking Service. It is Your and/or the Nominated User's responsibility to use other means of effecting transactions and giving and obtaining information if for any reason Our 24 Hour Telephone Banking Service is unavailable for use or malfunctioning. We will advise You and/or the Nominated User of the alternative means to be used to communicate information and operating instructions during the period Our 24 Hour Telephone Banking Service is interrupted.

**Fees**

11. When using the 24 Hour Telephone Banking Service, transactions instructed by You and any Nominated User for payment of bills from any of Your or the Nominated User's credit card or corporate card Accounts with Us will be treated as cash advances and charged in accordance with the terms and conditions (and current tariff where applicable) relating to Your or the Nominated User's credit card or corporate card agreement which have been provided to You or the Nominated User.

12. Any fees and service charges will be calculated and applied in accordance with Our 'Fees and service charges explained' leaflets.

**Your Responsibilities**

13. You and any Nominated User are responsible for the acquisition, operation and maintenance of communications equipment which can communicate with the equipment and software used by Us from time to time in connection with Our 24 Hour Telephone Banking Service.

14. You must take all reasonable steps to keep Your Telephone Banking Security Information safe. You must:

- change Your ACN allocated to You by Us when You first access Our 24 Hour Telephone Banking Service and thereafter at least once every three months;
- Never permit any other person to use Your Telephone Banking Security Information. If You wish to permit any other person to use Your Account then You should ask Us to give You the relevant application form to appoint that person as a Nominated User;
- Never disclose Your Telephone Banking Security Information to any other person (not even the police or Bank staff);
- Never respond to an email, SMS (text message) or telephone request, even where this appears to be from Us, which asks You to disclose Your Telephone Banking Security Information or any part of it. The Bank will never send You an email, SMS (text message) or telephone You to seek this information. If you receive an email, SMS (text message) or a telephone call of this nature then it is likely to be fraudulent;
- Never record or store Your Telephone Banking Security Information anywhere (including, for example, the memory of any telecommunications equipment used to access Our 24 Hour Telephone Banking Service) without at first taking reasonable steps to disguise it; and
- Immediately report to Us if Your Telephone Banking Security Information is lost or stolen or You think someone else knows it You should comply with Clause 16.

15. You must ensure that a Nominated User complies with the provisions of Clause 14 in relation to their Telephone Banking Security Information.

16.1 If:

(a) a User's Telephone Banking Security Information becomes known (or You or the Nominated User suspects it has become known) to anyone other than the User;  
 (b) any correspondence from Us containing a User's ACN and/or Customer Number has been, or appears to have been, opened or tampered with;  
 (c) You or the Nominated User becomes aware of any unauthorised transaction or error on an Account using 24 Hour Telephone Banking Service; or  
 (d) You or the Nominated User thinks someone else has or may try to access Your Account;  
 You and/or the Nominated User must immediately notify Us without undue delay. You and/or the Nominated User can do this in the ways set out in Part 1 of the General Terms and Conditions - Personal or Business (whichever is applicable) under the heading "How You can contact Us". Further details are available in any Branch and on Our Website.  
 16.2 Further details about Your liability and Our liability are set out in Clauses 6 and 7 of the General Terms and Conditions - Personal or Business (whichever is applicable).

**Allocation of liabilities**

17. You are liable for any breach by a Nominated User of these Special Terms and Conditions as if such breach had been committed by You.

18. You will be liable for any loss or damage incurred by another party due to breach of these Special Terms and Conditions by You or by any Nominated User where such breach constitutes fraud or negligence by You or by any Nominated User and You shall indemnify Us for any such claims made against Us by other parties and for any costs incurred in respect of such claims.

19. Without prejudice to the provisions of Clauses 6 and 7 in the General Terms and Conditions - Personal or Business (whichever is applicable), You and each Nominated User acknowledge that, subject to Your and their rights implied at law which cannot be excluded, We are not liable:

(a) for any breakdown or interruption in Our 24 Hour Telephone Banking Service due to circumstances beyond Our reasonable control or for periods of planned downtime, including, without limitation, for routine maintenance to computing or electronic or other communications equipment or software.

- (b) for any breakdown in, interruption or errors caused to Your or the Nominated User's telecommunications, computer or computing equipment or software as a result of using Our 24 Hour Telephone Banking Service;
- (c) to a Payee where a User provides incorrect information (for example, where, in the case of a Domestic Electronic Payment, a User does not provide the correct Sort Code and Account Number for the Payee);
- (d) for any delays or errors by other parties;
- (e) for any loss of profit, loss of revenue, loss of data, loss of use, loss of goodwill, loss of savings, interruption of business or claims of third parties or any other costs or losses, whether caused to You or a third party, that are indirectly caused by the event which led to any claim against Us, unless specifically stated in these Special Terms and Conditions even if We have been advised of the possibility of such loss or damage;
- (f) for any reliance placed by You or any Nominated User on any part of Our Website or these Special Terms and Conditions which may have been stored or retained by You or any Nominated User and which may be out of date or otherwise amended (where applicable, in accordance with these Special Terms and Conditions) at any time and from time to time;
- (g) for losses or damage suffered by You or any Nominated User which results from any event referred to in Clause 28.2 of the Bank's General Terms and Conditions - Personal or Clause 27.2 in the General Terms and Conditions - Business (whichever is applicable);
- (h) for losses or damage which arise due to any disclosure by a User of his/her Telephone Banking Security Information; or
- (i) for losses or damage which arise due to any failure or defect in Your or any Nominated User's telecommunications equipment.

20. Nothing in these Special Terms and Conditions shall:

- (a) exclude or restrict Our liability for fraudulent misrepresentation by Us, Our employees, officers or agents or for death or personal injury resulting from Our negligence or the negligence of Our employees, officers or agents; or
- (b) operate so as to affect Your or a Nominated User's statutory rights where Our services are supplied to You or a Nominated User as a consumer.

#### Our Responsibilities

21. We are not responsible for:
- (a) Any destruction, alteration or loss of or damage to Your or any Nominated User's data or for delay, errors or omissions in any transmission of Your or any Nominated User's data or for any other events affecting Your or any Nominated User's data which occur prior to the data being received by Us or which occur as a result of transmission over any public telecommunications network
  - (b) Any consequences of the events referred to above, even if the result is non-payment or multiple payment of, or delay in effecting, the relevant payment order or other transaction;
  - (c) Any information becoming known to any third party as a consequence of errors in the transmission of Your or any Nominated User's data or as a consequence of any third party gaining unauthorised access to the data transmission line in Our equipment or software (provided that We comply with Our obligations to take appropriate measures to protect against unauthorised access by any third party to any of Your or a Nominated User's personal data retained by Us);

22. You and any Nominated User acknowledge that We may reverse the linking of an Account to Our 24 Hour Telephone Banking Service for any reason (including, without limitation, because the relevant Account has been closed).

23. You and any Nominated User acknowledge that the correctness of information about an Account which a User obtains through Our 24 Hour Telephone Banking Service is subject to checking by Us as part of Our normal procedures and reflects the entries that have been posted to the relevant Account at the time the information is obtained.

#### Suspending or Terminating Your 24 Hour Telephone Banking Service

- 24.1 We can stop or suspend Your use of Your Telephone Banking Security Information, the 24 Hour Telephone Banking Service or any service on 24 Hour Telephone Banking:
- (a) where We reasonably believe that a User's Telephone Banking Security Information is at risk;
  - (b) where We have reasonable grounds to suspect

unauthorised or fraudulent use of the Telephone Banking Security Information or the 24 Hour Telephone Banking Service;

- (c) where Your Account is overdrawn and We believe that there is a significantly increased risk that You may be unable to fulfil Your obligations to repay the overdrawn amount;
  - (d) where We have a legal obligation to do so; or
  - (e) where You have broken the terms of this Agreement or any of the terms of the General Terms and Conditions.
- We may also refuse to carry out individual transactions on Your Account in accordance with Clause 9 of the General Terms and Conditions Personal or Business (whichever is applicable).

24.2 Where We have exercised Our rights under Clause 24.1 We will where reasonably possible (and where it would not be a breach of security or against the law) give You appropriate notice of Our intention to do so and explain Our reasons. If We have not contacted You in advance and a payment instruction from You is refused We will try to make this information available to on the 24 Hour Telephone Banking Service. You can also get this information if You contact Us. See the section in Part 1 of the General Terms and Conditions - Personal or Business (whichever is applicable) "How You can contact Us". We will replace Your Telephone Banking Security Information and the 24 Hour Telephone Banking Service as soon as reasonably practicable after the reasons for stopping its use cease to exist.

24.3 You can terminate these Special Terms and Conditions and therefore Your 24 Hour Telephone Banking Service at any time and without penalty by notifying Us in writing or by contacting Your Branch.

24.4 If this Agreement is purportedly terminated by either You or Us at a time when You are also a Nominated User in relation to the Accounts of another Account Holder, Your Telephone Banking Security Information will remain useable in relation to Your Accounts notwithstanding such termination and You will continue to be bound by these Terms and Conditions until the Agreement for 24 Hour Telephone Banking Service is terminated.

24.5 We can terminate these Special Terms and Conditions and therefore Your 24 Hour Telephone Banking Service by giving You at least two months' notice for any of the reasons set out in Clause 20 of the General Terms and Conditions Personal or Business (whichever is applicable).

If You are a Corporate Opt-out Customer then this Clause 24.5 will apply save that the period of notice can be less than two months but will always be at least thirty days.

24.6 If Your Account is terminated in accordance with the provisions of the General Terms and Conditions, then Your 24 Hour Telephone Banking Service will be automatically terminated.

24.7 If Your 24 Hour Telephone Banking Service is terminated in accordance with this Clause 24, then each User's access to the 24 Hour Telephone Banking Service in relation to Your Account will automatically be terminated.

24.8 If a Nominated User's Mandate is withdrawn in accordance with Clause 7, then that Nominated User's access to the 24 Hour Telephone Banking Service in relation to Your Account will automatically be terminated.

24.9 Any termination of this agreement or the use of a User's 24 Hour Telephone Banking Service is without prejudice to any accrued rights and/or remedies.

#### Disputes

25. In relation to any dispute the properly authenticated messages as archived on Our equipment shall be admissible as evidence of the contents of those messages.

**These Terms and Conditions supersede any previously issued Terms and Conditions for these products.**

Copies of the General Terms and Conditions and any Special Terms and Conditions which apply to an Account or Service may be accessed and viewed via Our Website and can be printed out by clicking on the PRINT button on the appropriate page on Our Website; or obtained by asking for a copy at Your Branch or by phoning Your Branch,

This publication is also available in Braille, in large print, on tape and on disk. Speak to a member of staff for details.