

Special Terms and Conditions for Accounts Operated by Telephone

1. Introduction

1.1 These Special Terms and Conditions (“the Telephone Conditions”) are supplementary to the Society’s Savings Accounts General Terms and Conditions (“the General Conditions”) and form part of them and of the contractual Relationship between Teachers Building Society (the “Society”) and you, the member(s), (“you”) and will apply should the Society receive notification that you wish to operate your account(s) by telephone (“Telephone Access”).

1.2 Where there is any conflict between the Telephone Conditions and the General Conditions, the Telephone Conditions shall have priority. Where there is any conflict between the Telephone Conditions and individual product conditions (unless stated below), the individual product conditions shall have priority.

2. Authority

2.1 You authorise the Society to accept and act on telephone instructions and to carry out the transactions set out in section 4, Services, when the transactions have been authenticated by the telephone identification procedures we require set out in section 3, Security.

2.2 If you have a joint account, the Society will act on the instructions of either of you provided only one signature is required to operate our account.

3. Security

3.1 Whenever you telephone the Society you will be taken through a security process to confirm your identity. You will be asked a series of questions which are personal to you. Your answers must match exactly the personal information supplied by you. This information will constitute your personal security details.

3.2 You must not tell anyone else that your security details are used in relation to Telephone Access. You must also take all reasonable steps to prevent their fraudulent use. You should avoid keeping records of your security details in a way that can be easily accessed and understood by anyone else.

3.3 You must tell us immediately if you know, or even suspect, that someone else has your security details by calling 0800 783 2367. Lines are open between the hours of 9.00 a.m. and 6.00 p.m. Monday to Friday (excluding Bank Holidays in England and Wales). You also agree to help us in trying to recover any losses.

3.4 As long as the Society has followed its security process outlined in paragraph 3.1, the Society will act on the instructions to make payments from your account, even if those instructions were not given by you, or with your authority unless we reasonably believe that there may be fraudulent activity or other financial crime affecting your account. However, unless you have acted fraudulently and provided that you have complied with paragraph 3.3, your liability for transactions or instructions which may have not been authorised by you, will be limited as set out in paragraph 3.5. Your liability may also be limited by law.

3.5 Unless we can prove that you have acted fraudulently and provided that you have complied with paragraph 3.3, the Society will be liable for any losses if instructions are not actually given by you, or with your authority. Under these circumstances, we will credit the amount or value of the transaction, including any related interest or charges to your account. The Society will have no further liability to you. If, however, it can be proven that you acted fraudulently, you will be responsible for all losses you have suffered (including the amount of any transactions made without your authority), without limit. You will not be liable for any withdrawals after you have told us about the loss, theft or unauthorised use of your security details, unless you have acted fraudulently.

4. Services

4.1 Upon receipt of your instructions authenticated in accordance with section 3, the Society will verbally:-

4.1.1 Provide you with details of the balance on your account(s) which, on your request, will be confirmed in writing.

4.1.2 Provide you with recent transactional history up to 12 months on your account(s) which, if requested, will be provided in writing.

4.1.3 Arrange withdrawals or account closures. Telephone Access payments may only be made by Faster Payments transmission to your Nominated Account. Please see section 5.

5. Nominated Account

5.1 A Nominated Account is an account notified to the Society as being an account to which interest and funds from withdrawal or closure from a Society account may be remitted. The Nominated Account must be in the name of at least one of the holders of the account to be debited. Full details of the Nominated Account, including Branch address, sort code and account number must be submitted in writing to the Society by you when you apply to use Telephone Access, if you wish to change the Nominated Account, and at any time the Society may request.

5.2 Payment of interest (when not accumulated to the account) and any withdrawal or closure by Faster Payments will only be made to the same Nominated Account.

6. Account Operation

6.1 Telephone Access is not available for the following parties and account types, or in the following circumstances:-

6.1.1 Companies, Clubs and Charities accounts.

6.1.2 Accounts in the name of more than two persons.

6.1.3 Attorney Holders, Trustees in Bankruptcy or Receivers under the Mental Health Act which includes accounts originally opened by one or two people when an Attorney, Trustee or Receiver is subsequently appointed on behalf of any account holder.

6.1.4 If the Society is unable to confirm your current address or identity.

6.1.5 Where you notify us that there is a dispute on the account.

7. Transactions

7.1 Instructions received by 3.30 p.m. on any working day (not being a Saturday, Sunday or a Bank Holiday) will be processed that day. Instructions received at any other time will be processed the next working day.

7.2 Provision of Telephone Access will not give you any right to make withdrawals that are in breach of any individual product conditions or the General Conditions, or withdrawals or transfers of funds that are not regarded as cleared by the Society.

8. Unauthorised Transactions

8.1 We may refuse to act on any instruction, for example, if a transaction exceeds a particular value, or if we know of or suspect a breach of security. We may ask you to provide written confirmation of instructions for certain transactions.

9. Limit Of Our Liability

9.1 We will make reasonable efforts to carry out all our services and instructions, but will not be liable to you or anyone else for any costs of losses (including any loss of opportunity) or in any other way whatsoever if, despite our reasonable efforts, we are unable to provide or process these.

10. Statements

10.1 Each year after 31 December, the Society will send you an Annual Statement. You must read and check your annual statement and tell us as soon as possible if any entry appears to be incorrect. Unless the Society receives any queries or complaints regarding the statement within 13 months of the date of the entry, then the Society will not be obliged to correct the error.

11. Telephone Calls

11.1 Telephone calls may be recorded and monitored for training and compliance purposes and to help us improve the service we offer.

12. Withdrawal From The Telephone Authorisation Service

12.1 The Society reserves the right without notice to discontinue or suspend Telephone Access.

