

**Chorley
Building
Society**

TRUSTED SINCE 1859



Chorley Building Society

Chorley Online Terms and Conditions

Effective date to be confirmed



Please read these Terms and Conditions (the “Conditions”) carefully. If there is anything that you don’t understand or have any queries about please contact our savings team, our staff will be happy to answer your questions.

How you can contact us

For Chorley Online access issues:

You can email us: chorleyonline@chorleybs.co.uk

You can send us a secure message via Chorley Online

You can visit <https://www.chorleybs.co.uk/chorley-online/> to see our FAQs

You can call us on 01257 235003

For general savings queries:

Visiting one of our branches at:

Key House, Foxhole Road, Chorley, Lancashire, PR7 1NZ

28/30 High St, Chorley, Lancashire, PR7 1DW

153/155 Towngate, Leyland, Lancashire, PR25 2LH

Writing to us at Key House, Foxhole Road, Chorley, Lancashire PR7 1NZ

Calling our Savings Team on 01257 235003

Emailing us at savers@chorleybs.co.uk

For general mortgage queries

Visiting one of our branches at:

Key House, Foxhole Road, Chorley, Lancashire, PR7 1NZ

28/30 High St, Chorley, Lancashire, PR7 1DW

153/155 Towngate, Leyland, Lancashire, PR25 2LH

Writing to us at Key House, Foxhole Road, Chorley, Lancashire PR7 1NZ

Calling our Mortgages Team on 01257 235001

Emailing us at mortgages@chorleybs.co.uk

ONLINE TERMS & CONDITIONS

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- 1.1 These Conditions are in addition to the Chorley Building Society Savings Accounts General Terms and Conditions and the Chorley Building Society Mortgage Conditions. If there is any conflict or inconsistency between the documents, the Product Specific Terms and Conditions will take priority over anything else.
- 1.2 In these Conditions:

Words and expressions we use	What they mean
"Account"	means any and each savings, mortgage or other account with us which is held either in your own name or jointly with somebody else.
"Account Holder"	means you or the person(s) in whose name the Account is held.
"Account Document"	means a Passbook, Passcard, certificate or any other similar item relating to your Account.
"AGM"	means Annual General Meeting
"BACS"	means the Bankers' Automated Clearing System. It is the payment system used for sending direct debits, and direct credits such as interest payments.
"CHAPS"	means the Clearing House Automated Payment System. It is the process of making electronic bank to bank same day payments in the UK.
"Chorley Online", "Chorley Online service" and "online service"	means the service we provide to you if you are aged 16 and over which allows you to view and carry out transactions on your Account with us in an online secure setting.
"Faster Payments"	means the Faster Payment System. It is the payment system used to make electronic payments to accounts held with banks and building societies in the UK.
"Member"	means you, if you have opened your Account. Unless your Account terms and conditions or Product Specific Terms and Conditions say otherwise, any person who has opened an account with the Society automatically becomes a member of the Society. If there is more than one of you, only the first named applicant in the application form will be a member of the Society.

“Nominated Account”	For some types of Account we require you to set up a Nominated Account. This is the account we require to be used to send/receive payments into/out of your Account. It will be the account details you have given us when you opened your account (or any replacement account which you have given us details of and which we have updated on your records as the Nominated Account). Nominated Accounts must be held with UK banks or building societies, must be capable of receiving Faster Payments, CHAPS and BACS and you must be named as the account holder. The Product Specific Terms and Conditions will explain if a Nominated Account is required.
“One Time Password” or “OTP”	means the 6-digit code which will be sent to your preferred contact number. This is so that you can prove, and we can authenticate, your identity.
“Passbook”	means the paper book that we give you to record transactions on your Account.
“Passcard”	means the card we give you to use with your Account.
“Password”	means the combination of letters, numbers and other characters you select when you register for the Chorley Online service, as amended by you from time to time, which we use to check your identity when you access Chorley Online.
“Power of Attorney”	means a legal document in which you authorise another person (the attorney) to act on your behalf.
“Product Specific Terms and Conditions”	means the terms and conditions which apply to a particular type of Account or product.
“Society”, “us”, “our” and “we”	means The Chorley and District Building Society and its successors, assigns and transferees.
“Customer ID”	means the unique identification number issued to each person who registers to use Chorley Online.
“Working Day”	means a day other than a Saturday, Sunday or bank holiday in England and Wales.
“you” and “your”	means Chorley Online service users including their personal or legal representatives.

- 2.1 To operate Chorley Online you must hold both a valid email address and contact number. This can be a landline or mobile number.
- 2.2 The Chorley Online service uses a One Time Password (OTP) which adds an extra layer of security to your Account. This is a 6-digit code which will be sent to your preferred contact number. This is so that you can prove, and we can authenticate, your identity.
- 2.3 When you register for the Chorley Online service, you will be asked to confirm your preferred telephone number and whether you would like to be contacted by text message or telephone call when receiving your OTP. When you access Chorley Online in the future, you will be sent a OTP to your preferred contact number.
- 2.4 You will be asked for your OTP each time you access Chorley Online, make a Faster Payment / withdrawal or request an amendment to your personal details. This will be sent to your preferred contact number.
- 2.5 You must take reasonable steps to keep your security details (such as Customer ID, password and any OTP) secure at all times. In particular, you must:
 - a) never make a record of your password in a way that can be easily understood by someone else;
 - b) never tell anyone else (including the Society's staff) your password; and
 - c) never tell anyone any OTP you have received.

We will never ask you for this information over the telephone, in branch, text message, secure message or email.

- 2.6 If you believe that your security details have been lost, stolen or compromised, or that someone else has access to your Account through our online service, you should e-mail us at chorleyonline@chorleybs.co.uk or call us on 01257 235003 at the earliest opportunity. Please refer to our Normal Business Hours.
- 2.7 If you have reported it to us in accordance with Condition 2.6, you will not be responsible for any action we take on your Account which was not authorised by you unless you acted with gross negligence (which includes taking insufficient care of your Customer ID, OTP and/or password) or you acted fraudulently.
- 2.8 We may suspend or limit access to our online service where:
 - (a) we have been informed that your security details have been lost, stolen or compromised;

- (b) we believe (or have been informed) that someone has accessed our online service without authorisation;
- (c) we have concerns about the security of your information and/or our systems; or
- (d) we are obliged to do so as a result of our legal or regulatory obligations.

2.9 Where we suspend or limit access to our online service:

- (a) we will attempt to inform you in advance before suspending or limiting your access and we will explain our reasons for doing so. If we cannot inform you in advance, we will inform you as soon as possible afterwards. However, we are not obliged to inform you where doing so would compromise our reasonable security measures or would be unlawful; and
- (b) we will restore access to our online service, or issue new security details to you to access our online service, as soon as possible after the reason for us suspending or limiting access has ended.

2.10 We reserve the right to refuse to register an Account Holder for the online service.

2.11 If you forget your password you can reset this via our online service's 'Forgotten your password' page. You will need one of your Account numbers to allow you to reset your password. If you do not know your Account number, please contact us and we will arrange to send this to you in the post. Please note that we will not provide your Account number on the telephone or via email. You will be able to regain access to the online service once you have successfully reset your password.

2.12 If you forget your Account number or Customer ID you can contact us at chorleyonline@chorleybs.co.uk or by calling 01257 235003 and these details will be posted to you. They will not be provided over the telephone or via email.

2.13 If you fail to provide the correct security details after three attempts, we will suspend your access to the Chorley Online service. You will then need to follow the process for resetting your password as described in Condition 2.11.

2.14 You must follow any instructions we give you from time to time regarding the safe keeping and use of your security details. Such instructions may be given on our online service, on our website, or in member mailings and newsletters.

2.15 You can change your preferred contact number which is registered with us for OTP. If you have access to your registered contact number, you can change this by logging onto Chorley Online and updating your details, the OTP will be sent to your existing number to authorise the change. If you do not have access to your preferred registered contact number, please contact us so that we can update your details to ensure you can continue to log into the service once we have completed sufficient security validation. We do not recommend that you access the Chorley Online service from a public site (such as a cybercafé or library) or

using public wireless networks as they may not be secure. If you use a shared computer, you must always sign out completely. Our online service is intended for use in the United Kingdom only.

- 2.16 We have taken reasonable steps to ensure our online service is secure; however, we cannot guarantee the confidentiality or privacy of any information passing over the internet or that it will not be interfered with.
- 2.17 We shall be entitled to end our service to you if we have reasonable grounds to believe that you have attempted to gain access to our programs, or to accounts of other members, or have attempted to introduce any viruses into our systems.

3

Provision of service

- 3.1 We will try to have our Chorley Online service available 24 hours a day but we cannot always guarantee it will be available. The online service is monitored by staff during our Normal Working Hours. Any messages or requests sent outside of our Normal Working Hours will be dealt with on the next Working Day. We will not be responsible to you if for any reason Chorley Online is unavailable, no matter how long that unavailability might last. As a consequence, we will not be responsible to you for any loss or damage arising in contract, tort or otherwise if Chorley Online service becomes unavailable or is suspended for any reason.
- 3.2 From time to time when we make system upgrades, this may cause the Chorley Online service to become unavailable. We will minimise the disruption to our Chorley Online service as much as possible and will tell you in advance on our website and our social media channels of any planned upcoming system upgrades.
- 3.3 Chorley Online may not be compatible with all devices, operating systems and/or browsers. If your device, operating system and/or browser is not compatible with Chorley Online, you will not be able to use the service.
- 3.4 We accept no responsibility for the content of any other site for which a link from the Chorley Online service is provided.
- 3.5 These Conditions are governed by and interpreted in accordance with the laws of England and Wales. In the event of a dispute, the exclusive jurisdiction shall be that of the English and Welsh courts.
- 3.6 By accessing any part of the Chorley Online service, you shall be deemed to have accepted these Conditions in full.

- 4.1 You must be aged 16 years or over to register to use our Chorley Online service and be the Account Holder.
- 4.2 The table below sets out what you can do via the Chorley Online service. There may be restrictions to what you can do through the Chorley Online service depending on the type of Account you hold. Details can be found in your Product Specific Terms and Conditions, the General Savings Account Terms and Conditions and the General Mortgage Conditions.

	Number of account holders or signatories required to authorise transactions	Opening an Account	Withdrawal Requests to nominated bank account	View Account Details	Request to change your details	Request to close account
Savings Accounts						
Individual on own behalf		Yes	Yes	Yes	Yes	Yes
Joint account holders	1	Yes	Yes	Yes	Yes	Yes
Joint account holders	2 or more	No	No	Yes	Yes	No
Power of attorney registered on account		No	No	Yes	No	No
Court of Protection		No	No	Yes	No	No
Trustee(s) for an individual		No	No	Yes	Yes	No
Savings Account operator		No	No	Yes	No	No
Young Saver Account Operator		No	No	Yes	No	No
CTF Manager / JISA Manager		No	No	Yes	No	No
Business Account signatory		No	No	Yes	No	No
Mortgage Accounts						
Individual & joint borrower(s)		No	N/A	Yes	Yes	No
Power of attorney registered on account		No	N/A	Yes	No	No
Guarantor		No	N/A	Yes	No	No

- 5.1 If you have a joint Account, you must register separately to use Chorley Online. You must each use your own Customer ID and password.
- 5.2 Where an Account is held by joint Account Holders, the signing instructions we hold for the Account must state that only one signature is required to undertake withdrawals or transfers. If the signing instructions state that two or more signatures are required, withdrawals or transfers will not be permitted via Chorley Online. The service will only allow you to view your details and any Accounts you are named on.
- 5.3 If you are no longer capable of looking after your financial affairs, then another person may operate your Account in one of our branches or via post on your behalf after we have received satisfactory confirmation that the individual has appropriate authority to do so (for example under a Power of Attorney or order from a court). There are limits to what Power of Attorneys and third parties can do using Chorley Online as detailed in Condition 5.5.
- 5.4 Once a Power of Attorney or third party mandate has been registered by us, Chorley Online can be used to view Accounts.
- 5.5 A Power of Attorney cannot use Chorley Online to:
 - Open new accounts on behalf of the Account Holder
 - Make requests for withdrawals or closures
 - Change Account details or personal information
- 5.6 You will not be able to register a Power of Attorney document or other third party authority using Chorley Online. You can do this in one of our branches or via the post. Contact us if you need more information about how to do this.
- 5.7 If you need to do any of the above, you must visit one of our branches or contact us via the post and provide any documents that we ask for.

6

Changing your personal details or preferences

- 6.1 You can request to change your personal details by logging in to Chorley Online. We will use a trusted third party to verify your address, name change or nominated bank account details and you may be asked for supporting documents before we can make the changes. You can also update your marketing preferences here.
- 6.2 If you hold a mortgage Account with us, you cannot change your address using the online service. Please contact a member of the Mortgage team to give your instruction.
- 6.3 If you wish to change your preferred contact number, please refer to Condition 2 for information about how this impacts your security information.

7

Paying money into your account

- 7.1 When making a payment into the account by electronic transfer, the person paying the money in ("Payer") will need to send the payment to:
 - Sort Code: 16-16-22
 - Account Number: 11758805
 - Payee: Account Holder's Name
 - Reference: This is the Chorley Building Society savings or mortgage Account number unique to you and must be provided. This Account number can be found by logging in to Chorley Online.

If the correct savings or mortgage Account number is not quoted, the payment will be returned to the Payer's account.

- 7.2 You can make a payment to your mortgage Account using your debit card via Chorley Online. The debit card being used for the transaction must be in the name of the mortgage Account Holder. Payments made using a debit card issued to any other name may be returned and not applied to the mortgage Account. This could delay your payment and risk your mortgage Account falling into arrears. Mortgage payments made using your debit card can only be up to a maximum of £5,000 per transaction.
- 7.3 You may have a limit to how much you can overpay your mortgage without incurring an Early Repayment Charge. Contact us if you wish to confirm this amount before making the payment.
- 7.4 If you have more than one loan part, it is important that you select the correct loan part when making your payment using Chorley Online. Errors may not be able to be rectified.

- 7.5 Electronic payments in to your Account will normally show on Chorley Online by the end of the next Working Day.

8

Savings Withdrawals, Transfers and Closures

- 8.1 Withdrawal, transfer and closure requests can be made using Chorley Online.
- 8.2 Withdrawal, transfer and closure requests made to your Nominated Bank Account received before 3.30pm on a Working Day will be processed on the same day. Requests received after 3:30pm, or not on a Working Day, will be processed on the next Working Day. Faster Payments will be credited to your Nominated Account no later than the end of the Working Day following the Working Day on which the instruction was received, or assumed to have been received by us.
- 8.3 Withdrawal, transfer and closure requests made between your Chorley Building Society accounts will be processed upon receipt, even where this is on a non-Working Day or after 3:30pm on a Working Day.
- 8.4 A Faster Payment cannot be cancelled or recalled once the instruction has been accepted by us.
- 8.5 You can enable withdrawal, transfer or closure requests within Chorley Online by providing us with details of your Nominated Account. This must be a UK bank account in the name of the Account Holder or a joint account that the Account Holder is named on. The bank account specified must be operated in the United Kingdom and have a valid UK sort code and bank account number and must pass a Confirmation of Payee (COP) check. This check will only be undertaken when you request a payment.
- 8.6 Withdrawal, transfer or closure requests to third parties are not permitted using Chorley Online.
- 8.7 Subject to any limits in your Account terms and conditions or Product Specific Terms and Conditions, there is no maximum daily limit when requesting a payment using the Chorley Online service. Please note that withdrawal, transfer or closure requests may be declined if the withdrawal results in your Account balance falling below any required minimum balance for your Account.
- 8.8 We will normally advise you using the online messaging system when a transaction cannot be processed.
- 8.9 If you have a joint Account it must be set up so that any Account Holder can authorise a transaction in order for you to be able to request a transaction using the Chorley Online service.
- 8.10 Transfers and closures are available to other accounts that you hold with us; however, these accounts must also be registered on our online service, permit internal transfers and be in the name of the Account Holder.

- 8.11 Withdrawal, transfer and closure requests made using the Chorley Online service can be made without the need to produce an Account Document. You can view a history of your transactions on Chorley Online. The Account Document for your Account will therefore not be updated unless you send this to us to update.
- 8.12 We reserve the right, at any time, to ask you to confirm in writing instructions you have given us using the Chorley Online service if we consider this is necessary or desirable for your security or for any other reason.
- 8.13 We reserve the right not to act on any instructions if they are contrary to these terms and conditions or those that apply to your Account.

9

Ending your use of the Chorley Online service

- 9.1 If you close an Account that is registered for Chorley Online you will no longer have access to the Account history. Closing statements for your Account are available upon request from us. If you no longer hold any Accounts with Chorley Building Society, your access to Chorley Online will remain open for six years from the date that our contractual relationship ends.
- 9.2 You can ask us to close your Account using Chorley Online, in writing, or by visiting one of our branches during normal business hours subject to the terms and conditions of your Account (including any Product Specific Terms and Conditions).
- 9.3 If you no longer wish to be registered to use Chorley Online, then you should inform us by secure message using the Chorley Online service, by email or in writing. We will process the request within 5 Working Days of receipt.
- 9.4 If you choose to cancel your registration to Chorley Online, this will not close your Accounts with the Society unless you ask us to close your Accounts at the same time.

10

Changes to terms and conditions

- 10.1 We may change these Conditions at any time if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time of the change or circumstances which are expected to apply in the near future):
- (a) to respond to changes in the law or the decisions of a court or ombudsman;
 - (b) to meet relevant regulatory requirements;

- (c) to make the terms clearer or fairer;
 - (d) to provide you with extra benefits or services;
 - (e) to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection.
- 10.2 When we make any change under Condition 10.1, we will act reasonably, and we will only make the change if we believe it is fair in the circumstances. Any change we make will be proportionate to the reason why we are making the change.
- 10.3 We can also change these Conditions for any other valid reason (other than the reasons mentioned in Condition 10.1 above) where we reasonably believe the change is fair in the circumstances, taking into account the interests of our business, the interests of our members as a whole, and your rights and interests as an Account Holder. Any such change we make will be proportionate to the reason why we are making the change.
- 10.4 Where we change the conditions which deal with the way cash or electronic payments (but not cheque payments) can be made into or out of your Account, we will send you at least two months' notice before the change comes into effect. At any time up to the date the change comes into effect, you have the right to switch the Account or close it without having to lose any interest or pay any additional charges. If your Account is a notice account and you wish to switch or close it, the normal notice period will apply. If you do not let us know that you object to a change before the date on which it comes into effect, you will be considered to have accepted it.
- 10.5 For all changes (other than those referred to in Condition 10.4), we can make changes as follows:
- (a) A change which is not to your disadvantage may be made immediately and without prior notice. We will tell you about the change by general notice on our website within 30 days.
 - (b) A change which is to your disadvantage will be effective only after at least 30 days' written notice is given to you (except if that length of notice is not possible, such as where the change is needed to comply with a legal requirement).
- 10.6 We will send you details about the changes either in writing, by email or using the online messaging system within the Chorley Online service.
- 10.7 If we give you notice of a change under Condition 10.5 which is to your disadvantage then, for a period of 60 days from the date of the notice, you have the right to switch the Account or close it without having to lose any interest or pay additional charges. If your Account is a notice account and you wish to switch or close it, the normal notice period will apply.
- 10.8 Condition 10 only applies to changes to the terms and conditions themselves. It does not apply where we are looking to make changes to interest rates or charges.

- 10.9 If we have made a major change or a lot of minor changes in any one year, we will give you a copy of the new Conditions or a summary of the changes and tell you where you can find a full copy.

11

Use of your personal information

- 11.1 For details of how and why the Society uses your personal information please refer to the Society's Privacy Notice which is available at www.chorleybs.co.uk/chorley-building-society-privacy-notice.

12

Complaints

- 12.1 The Society is committed to providing you with a first class service but we recognise that there may be occasions when our service falls short of your expectations. If this happens, please contact us by calling us on 01257 235000, emailing complaints@chorleybs.co.uk or writing to us to let us know and we will do everything we can to put things right.
- 12.2 We welcome your feedback as it gives us the opportunity to put things right for you and improve our service for other members.
- 12.3 For more information on our complaints procedure visit <https://www.chorleybs.co.uk/complaints-procedure>
- 12.4 If you make a complaint and are not satisfied with the way we deal with it, you may be able to refer it to the Financial Ombudsman Service (FOS). Details about their service and how to refer a complaint to them can be found on their website at www.financial-ombudsman.org.uk.



Head Office address: Key House, Foxhole Road, Chorley, PR7 1NZ
01257 235003 | chorley@chorleybs.co.uk | www.chorleybs.co.uk

Chorley Building Society is the trading name of The Chorley and District Building Society. The Chorley and District Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with the Firm Reference Number: 206023.

You can check this on the Financial Services Register at <http://register.fca.org.uk>.

Our registered Office is at Key House, Foxhole Road, Chorley, PR7 1NZ.