

The Chorley and District Building Society

Chorley Online Terms and Conditions Effective 27 March 2023

Please read these Terms and Conditions (referred to as 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.

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.

How you can contact us:

For Chorley Online access issues:

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

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

You can call us on 01257 235 003

For general savings queries:

Write to us or visit us at our Head Office: Key House, Foxhole Road, Chorley, Lancashire, PR7 1NZ

Call the Savings Team on: 01257 235 003

Email the Savings Team on savers@chorleybs.co.uk

For general mortgage queries

Write to us or visit us at our Head Office: Key House, Foxhole Road, Chorley, Lancashire, PR7 1NZ

Call the Mortgages Team on: 01257 235 002

Email the Mortgages Team: mortgages@chorleybs.co.uk

1. Introduction

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 which define our mutual responsibilities in respect of your dealings with the Society. In the event of a difference, the account specific terms and conditions will prevail.

1.2 In these conditions:

"the Society", "us", "our" and "we" refer to The Chorley and District Building Society

"you" and "your" refer to Chorley Online service users

"Chorley Online services and online service" means the service we provide to allow you to obtain information from us and carry out transactions on your account(s) with us over the internet

"Account" means any savings, mortgage or other account with us which is held either in your own name or jointly with somebody else

"Account holder" means the person(s) on whose name the account is held

"Account Document" means a passbook, certificate or any other similar item relating to your account, depending on the type of product you choose

"Nominated Account" for some types of account we require you to set up a Nominated Account. This means the personal UK bank or building society account which you have given us details of when you opened your

account with us (or any replacement account which you have told us you would like to use for this purpose which meets our requirements and which we have updated on our records as your nominated account). This is the account which we require to be used to send/receive payments into/out of your account. Nominated accounts must be held with UK banks or building societies, must be capable of faster payments, chaps and BACS and you must be named as the account holder. The Product Specific Features will explain if a Nominated Account is required

“User ID” means the unique identification number issued to each person who registers to use Chorley Online

“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

“Activation Code” means the unique code which is issued by the Society and is required to complete the registration process upon your first login to the Chorley Online system.

“Two Factor Authentication and 2FA” this is the security system that requires two separate, distinct forms of identification in order to access Online services. The first factor is a password and the second commonly includes a text with a code sent to your mobile or landline.

“Normal Business Hours” means Monday to Friday from 9am to 5pm, except Wednesday when we are open from 09.45am to 5pm “working day” means a day other than a Saturday, Sunday or bank holiday in England and Wales

2. Security information

- 2.1 When you first request access to the Chorley Online service you must choose a password. After verifying your identity we will issue you with a Chorley Online User ID and activation code to your registered email address. You will not be able to operate your account online until you have received these login details. You will need to complete the registration within 3 months of your first request to access the Chorley Online service, or your User ID will become invalid.
- 2.2 The Chorley Online service uses two-factor authentication (also known as 2FA), in which you add an extra layer of security to your account. This will be a 6-digit code, sent to either your mobile telephone or land line telephone.
- 2.3 Prior to your first log in to the Chorley Online service, you will be prompted to confirm your preferred telephone number and delivery method, this can be a text message or telephone call. When you access Chorley Online in the future, you will be sent an authentication code by your preferred method. You can change your contact details/preferred method for Chorley Online at any time.
- 2.4 Each time you access the Chorley Online service we will ask you for your Chorley Online User ID and your password and we will additionally send you a unique one time use code to your preferred telephone number as part of two factor authentication. This is so that you can prove, and we can authenticate, your identity.
- 2.5 You must take reasonable steps to keep your security details (such as User ID, password) 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; and
 - b) never tell anyone else (including the Society’s staff) your password

The Society will never ask you for this information via telephone, text 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 235 003 at the earliest opportunity.
- 2.7 If you have reported to us in accordance with Condition 2.6, you will not be liable 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 User ID and 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 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 in order to access our online service, as soon as possible after the reason for us suspending or limiting access has ceased.
- 2.10 The Society reserves the right to refuse to register an account holder for the online service.
- 2.11 If you forget your password you can reset these via our online service's 'Forgotten details' facility. You will be able to regain access to the service once we have sent a new activation code to your registered email address.
- 2.12 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. This will need to be completed within 3 months, or your User ID will become invalid.
- 2.13 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.
- 2.14 If you change the contact telephone number you registered with us for 2FA please notify us so that we can update your details to ensure you can continue to log into the service.
- 2.15 The Society does not recommend that you access the Chorley Online service from a public site, such as a Cyber café or library. If you use a shared computer, 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 terminate 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 endeavour to have our online service available 24 hours a day. The Society will not be liable for any reason if the site is unavailable, for however long the period might be. As a consequence the Society will not be liable for any loss or damage arising in contract, tort or otherwise if the site becomes unavailable or is suspended for any reason.
- 3.2 We accept no responsibility for the content of any other site for which a link from this site is provided.
- 3.3 The Conditions on this website 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.
- 3.4 By accessing any part of this site, you shall be deemed to have accepted these Conditions in full.

4. Who can use Chorley Online?

- 4.1 You must be aged 16 years or over in order to register to use our online service.
- 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 service depending on the type of accounts you hold. Details can be found in the Product Guide for your account and in the General Terms and Conditions.

| Savings Accounts | Number of account holders of 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 |
|---|---|--------------------|---|----------------------|--------------------------------|--------------------------|
| 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 | 1 | No | No | Yes | No | No |
| Power of attorney registered on account | 2 or more | No | No | Yes | No | No |
| Trustee(s) for an individual | | No | No | Yes | Yes | No |
| MORTGAGES | | | | | | |
| Individual borrower | | No | N/A | Yes | Yes | No |

5 Joint Accounts

- 5.1 If you have a joint account, either of you may use Chorley Online to view account information however, you must each use your own User ID and password.
- 5.2 Where an account is held in joint names, to be able to use our online Withdrawals and Transfers facility, your savings account must be set up so that any one of you can authorise withdrawals. The Withdrawals and Transfers facility is not available if two or more of you are required to authorise withdrawals. It is also not available to members that operate accounts on behalf of someone else such as a trustee account for a child, or for an organisation (group, charity or company).

6 Changing your personal details

- 6.1 The secure messaging facility within Chorley Online can be used for notifying us of your change of address. Name changes cannot be made via this service at present and must be notified in writing and signed in accordance with the account mandate using a 'Change of Name form'. When you notify us of a change in address we will update any account you hold with us with the new information unless you tell us otherwise. We will notify you when the change has been made.
- 6.2 If you change your email address you must update your details within the Chorley Online service in order that notifications via the online messaging system can still reach you.

7 Savings Withdrawals and Transfers

- 7.1 Withdrawal and transfer requests can be made via Chorley Online.
- 7.2 Withdrawal and transfer requests received before 3.30pm on a Working Day will be processed on the same day. Requests received after that time, or not on a Working Day, will be deemed to have been received on the following Working Day. 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 deemed to have been received by us.
- 7.3 You can enable withdrawal and transfer requests within Chorley Online by providing us with details of your nominated bank account. This must be a 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 with a valid UK sort code and bank account number.
- 7.4 Withdrawal and transfer requests to third parties are not permitted via Chorley Online.
- 7.5 The maximum amount that can be withdrawn via the Chorley Online service is up to £50,000 per day per Member. Please note that withdrawal or transfer requests may be declined if the withdrawal results in your account balance falling below any required minimum balance for your account.
- 7.6 We will normally advise members via the online messaging system, or by email, when a transaction cannot be processed.
- 7.7 If you have a joint account it must be set up so that any one of you can authorise a transaction in order to be able to request via Chorley Online.
- 7.8 Please note that all cheques requested via our online service will be made payable to the account holder(s), therefore all account holders' names will appear on cheques drawn from joint accounts. Cheques will be posted on the day of issue to your registered address within 2 business days.
- 7.9 Transfers are available to other accounts that you hold with us; however, these accounts must also be registered on our online service and permit internal transfers.
- 7.10 Withdrawal requests made via 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.
- 7.11 We reserve the right, at any time, to ask you to confirm in writing instructions you have given us via the Chorley Online service if we consider this is necessary or desirable for your security or for any other reason.
- 7.12 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.

8 Ending your use of the Chorley Online service

- 8.1 If you close an account that is registered for Chorley Online you will still be able to view the transaction history if you retain other accounts with the Society. If, however, you are no longer a member then your Chorley Online registration will be cancelled. This will be within a month of the closure of your last account.
- 8.2 You can request to close your account via Chorley Online, in writing or by visiting one of our branches at any time subject to the terms of your account.
- 8.3 If you no longer wish to be registered to use Chorley Online, then you should inform us by secure message through the online service, via email or in writing. We will process the request within 5 working days of receipt.
- 8.4 If you choose to cancel your registration to Chorley Online, this will not close your accounts with the Society unless you request to close your accounts at the same time.

9 Changes to terms and conditions

- 9.1 We may vary these conditions at any time. We will do this by personally sending you details about changes either in writing, by email or via the online messaging system within the Chorley Online service and 60 days prior to the change taking place in accordance with your General Product Terms and Conditions.

10 Use of your personal information

- 10.1 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/privacy.

11 Complaints

- 11.1 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 to let us know and we will do everything we can to put things right. We welcome your feedback as it gives us the opportunity to put things right for you and improve our service for other members. For more information on our complaints procedure visit www.chorleybs.co.uk/complaints/.