

**Chorley  
Building  
Society**

TRUSTED SINCE 1859



# **Savings Accounts Terms & Conditions**

*Effective 25<sup>th</sup> May 2018*



This booklet sets out the general terms and conditions under which we will operate an account for you and some further information about how we will look after your account which you may find useful.

This booklet should be read in conjunction with Chorley Building Society's Investment Tariff of Fees and Charges, the Financial Services Compensation Scheme Information Sheet and other leaflets and product guides specific to the type of account you are interested in.

You should read this booklet carefully. If there is anything you do not understand or have any queries about, please ask us and we will be happy to answer your questions.

## Contents

### **Section A**      **General Terms & Conditions**

This section provides general conditions that apply to your account including; how to pay money into your account; how we calculate and pay interest; how you can make withdrawals; and how we may change the terms and conditions of your account.

### **Section B**      **Information Section**

This section provides useful information including information about our Privacy Policy, how we aim to resolve any problems you may have and what you can do to protect your accounts.

## Contacting us

Chorley Branch:      28-30 High Street, Chorley, Lancashire PR7 1DW  
Leyland Branch:      153-155 Towngate, Leyland, Lancashire PR25 2LH  
Head Office:          Key House, Foxhole Road, Chorley, Lancashire PR7 1NZ  
Savings Hotline:      01257 235 003  
E-mail:                  savers@chorleybs.co.uk  
Website:                www.chorleybs.co.uk

Your telephone conversations with the Society may be recorded. This is to help the Society to improve customer service and to offer additional security. Calls and electronic communications may also be monitored for staff training.

Chorley and District Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Registered on the Financial Services Register under number 206023.

Registered Office: Key House, Foxhole Road, Chorley, Lancashire PR7 1NZ.

Chorley and District Building Society is a member of the Building Societies Association and a participant of the Financial Ombudsman Service and Financial Services Compensation Scheme.



**Please read carefully as this section forms part of the overall contract with the Society.**

### **1 Introduction**

- 1.1 Chorley and District Building Society is committed to providing the best possible standard of service to its members. As part of that commitment these terms and conditions apply to each savings account you hold with the Society, together with any special conditions in a particular product leaflet and our Tariff of Fees and Charges (together these are called the 'Conditions'). If a special condition differs from these conditions the special condition will apply. When you sign the account application form you accept the Conditions which relate to the savings account you have chosen.
- 1.2 You have a right to obtain a copy of the Conditions that apply to your account at any time while it is open. You can do this by writing to us at our Head Office, or asking in person at one of our branches or by visiting our website.
- 1.3 In these conditions:
- 'the Society' 'we' 'us' and 'our' refer to Chorley and District Building Society; and include our successors and anyone to whom we transfer our rights in respect of an account;
  - 'you' and 'your' refer to the account holder; and include your personal or other legal representatives;
  - 'Account Document' means a passbook, certificate or any similar item relating to your account, depending on the type of product you choose;
  - 'normal business hours' means Monday to Friday from 9am until 5pm, except Wednesday when we are open from 9:45am to 5pm;
  - 'working day' means a day other than a Saturday, Sunday or Bank Holiday;
  - If you are a company, other form of corporation, partnership or unincorporated body (such as a club), please refer to Condition 26.

### **2 Membership**

- 2.1 If these Conditions apply to your account you will (except where the account is a deposit account) be a member of the Society and therefore our Rules will apply. However, these Conditions, or any relevant special conditions for a particular account, will override the Rules in the case of any inconsistency. A copy of the Society's Rules are available on request at any of our branches and are also available on our website.
- 2.2 If you have a deposit account, you are not a member of the Society by virtue of that account. You are, however, bound by some of our Rules.

- 2.3 If you are a new investing member you are subject to the Society's Charitable Assignment, please refer to the Society's account application form for full details.

### **3 Communication and legal jurisdiction**

- 3.1 All communication between you and us will be in English unless we specifically agree otherwise.
- 3.2 You can change your preferred method of contact at any point during the contractual relationship, subject to providing written notification.
- 3.3 All contracts entered into between you and the Society will be governed by the laws of England and Wales. Those laws are also taken as the basis for the establishment of relations with you prior to the conclusion of any contract between us. Any dispute or legal action shall be dealt with by the English courts.

### **4 Our commitment to you**

- 4.1 The Society will treat you fairly and reasonably when providing you with products and services particularly in the following key areas:
- Choosing the products and services which meet your needs.
  - Interest rates, charges, changes to terms & conditions and how you will be told about any changes to these.
  - Running your account.
  - Protecting your account and your personal information.
  - Moving or closing your account.
  - Complaints (please refer to Section B).

### **5 Helping you choose products and services**

- 5.1 Chorley and District Building Society has a wide range of savings products which are intended for the purpose of helping you save and grow your savings. Before you become a customer we will:
- Give you clear information explaining the key features of the services and products you tell us you are interested in.
  - Give you information on a single product or service if you have already made up your mind.
  - Tell you what information we need from you to prove your identity (by law, we have to check your identity and residency).
- 5.2 Full details of all our products, including current and previous interest rates, are available from our Head Office or any branch. Alternatively you can visit our website at [www.chorleybs.co.uk](http://www.chorleybs.co.uk).

### **6 Opening an account**

- 6.1 You can apply to open an account by simply calling into one of our branches where a member of the Savers Team will be happy to help you, or alternatively we accept postal applications.

If you wish to open an account by post you can telephone or write to us for an information pack, alternatively the product guides and relevant application forms are available to download on our website [www.chorleybs.co.uk](http://www.chorleybs.co.uk), please complete the application form and return it to us together with the requirements set out in Condition 6.3.

6.2 To open or maintain an account with the Society you will need to be resident in the UK. If you reside abroad (including the Isle of Man and the Channel Islands) you are classed as a non-UK resident.

6.3 To open an account with the Society, you will need to let us have:

- (a) a fully completed application form applicable for the type of product you require;
- (b) at least the minimum investment amount for the type of product;
- (c) proof of your identity, address and residency that is satisfactory to us.  
Please refer to Condition 6.5.

If we receive your application and it is incomplete or we are unable to verify your identity and address as detailed in the Society's Identification Criteria, we are required to return it to you.

6.4 If the account is in the name of a Company, Charity, Club or Association, you will need to authorise controlling persons/business account administrators to operate it (please refer to Condition 26 for further information).

6.5 Under regulations for the prevention of financial crime we have a responsibility to verify the identity and address of each applicant before opening a new account. Please refer to the Society's 'Identification Criteria' for further details.

Please note: the identity checks through the Society's credit reference agency are only used to verify your name and address and do not affect your credit worthiness. These checks may be repeated periodically to keep your personal records with the Society up to date.

The Society's Privacy Policy details how we use your data; please refer to Section B for further details.

6.6 Your account will have a unique number with an Account Document. Please quote this in all correspondence with us and provide the Account Document if you require any transactions on your account.

6.7 Please note that we can refuse to open an account without giving any reason. There will not be any contract between us until we have opened an account.

## **7 Changing your mind**

7.1 If you are unhappy about your choice of savings account you may cancel it within 14 days from the day you enter into the contract (or within 14 days of first receiving these terms and conditions and other information relating to the new account if that is later). You must send your written request to the Society's Head Office - Key House, Foxhole Road, Chorley, Lancashire, PR7 1NZ or by email to [savers@chorleybs.co.uk](mailto:savers@chorleybs.co.uk).

- 7.2 In order that we can process your request to cancel we will also require your Account Document that has been issued to you (please refer to Condition 20).  
If you cancel an account within the above period we will help you to either switch to another of our accounts or we will refund your money to you within 30 days of your notification of cancellation, together with any interest that has been earned. We will ignore any notice period which is otherwise applicable to the account.  
Important - please note that your option to change your mind does not apply to a fixed rate term account (other than a fixed rate cash deposit ISA), or to accounts where the price depends on rises and falls in financial markets outside our control that may happen during the cancellation period. Once the 14 day cancellation period has elapsed, depending on the specific conditions of the account, you may have to give notice or incur a loss of interest to close the account. If you do not exercise your right to change your mind, you will continue to be bound by these terms and conditions and any special conditions that apply to the particular account.

## **8 Charitable assignment**

- 8.1 We require that, when you open an account with the Society for the first time, you agree to give to the Charities Aid Foundation any windfall benefits to which you might become entitled on any conversion or takeover. Please see the Society's application form for further details.

## **9 Account details**

- 9.1 We will use the address that you provide on the application form as your registered address. It is your responsibility to notify us in writing, enclosing the Account Documents, of any changes to your name, address, telephone number or e-mail address. 'Care of' and PO Box numbers are not acceptable as a registered address, however can be used as the correspondence address if required.
- 9.2 All change of detail notifications must be in writing and signed in accordance with the account mandate by completing a "Change of Personal Details" declaration form. The forms are available on request from our branches, or available to download from our website. Alternatively changes to any personal details are acceptable by postal correspondence; please note email notification of changes to your details will not be accepted. You agree to provide evidence of any new name or address. Your Account Document(s) will be required to update your new details and must be produced with the Change of Personal Details Form.
- 9.3 You agree to provide specimen signatures if we ask for them.
- 9.4 If you move residency to an overseas address we will request that you close your account, or if it is a Cash ISA, Junior Cash ISA, Child Trust Fund or Help to Buy Cash ISA we will request you transfer the account to another Cash ISA Manager that provides overseas accounts. The Society's savings products are only available to UK residents.
- 9.5 If you lose your Account Document, and at the same time you notify us of a change of address, then we will not issue any cheques from the account

payable to anyone other than you for a period of 7 days from the date we receive notification. This is to protect you against possible fraud. Please refer to Condition 20 for further details on Account Documents.

## **10 Joint accounts and trusts**

- 10.1 Unless the special conditions of a particular account specify otherwise, accounts can be opened in the names of two or more people. Although joint accounts can be very convenient, it is important you understand the consequences of having an account in more than one name.
- 10.2 If an account is held in more than one person's name, then only the holder whose name appears first in our records will be entitled to membership rights (such as the right to receive notices of, and to attend and vote at, meetings). This is subject to any rights given to other holders by any legislation.
- 10.3 You can choose the order in which the names appear in our records. Any change will take effect when our records are actually changed. We will make the change within a reasonable time after you tell us about it.
- 10.4 Where one account holder dies, we will, on receipt of satisfactory evidence of the death, treat the surviving holder(s) as being entitled to the account. We do not accept accounts on any other basis. The other terms of the account will remain unchanged.

Under the Society's Rules, joint accounts cannot be held by the holders as tenants in common.

- 10.5 Withdrawals and other transactions on a joint account need the signatures of all account holders, unless all of them have authorised us to accept the signature of any one of them or (if there are more than two holders) any combination of them. If we have this authorisation, then any of the account holders can withdraw all of the money in the account. Any authorisation given under this condition can be stopped by any account holder. However we will need 7 days' notice to put this into effect.
- 10.6 If we have reason to think that there is a dispute between account holders, or if applicable all third parties we may (but will not be obliged to) require the signatures of all account holders, despite any withdrawal authorisation that has been given to us previously under Condition 10.5
- 10.7 If there is a relationship breakdown between the account holders or third parties applicable to the account, all account holders will need to inform us in writing if the account is to be closed or you want any name to be removed from the account.
- 10.8 We may "freeze" the account if we have reason to think that there is a dispute in relation to the money in the account. However, we will not be obliged to do this, unless we are ordered to do so by a court of law.
- 10.9 Any correspondence relating to the account will be sent to the address of the first named account holder, unless you instruct us otherwise.

- 10.10 The liability of joint account holders is joint and several. This means that each of you is separately responsible to us for the performance of all the obligations of the account holders, and not just a share of them.
- 10.11 We do not have to recognise the interest or claim of any person other than the account holder(s) in respect of any money held in the account (and we will not have any liability for failing to do so), except as may be required by law.
- 10.12 Nothing in these Conditions confers or is intended to confer on any third party a benefit or the right to enforce any terms and conditions in respect of your account. Further details about the rights and responsibilities of joint account holders are contained in the leaflet "You and Your Joint Account". A copy is available on request.

## **11 Investment limits**

- 11.1 The maximum total individual investment and product subscription limits are set out in the special terms and conditions of each product guide. If funds are received that breach the maximum balance or subscription limits for the type of product you hold, these will be returned to you.
- 11.2 We can close an account if the amount in it is below the minimum for that account. We will give you at least two months' notice before doing this. During this period, you can pay in more money to bring the balance up to the minimum. Instead of closing the account (or during any period when it is below the minimum amount) we may pay a reduced rate of interest.
- 11.3 The overall maximum holding by any one person in respect of all savings accounts with the Society is £500,000.

## **12 Paying money into your account**

- 12.1 Unless special conditions for a particular account specify otherwise you can pay money into your account at any of our branches during our normal business hours on a working day (9am to 5pm Monday to Friday except on a Wednesday when we are open from 9:45am to 5pm) or by post, standing order and electronic transfer (please see Condition 12.7), and Saturdays 9am to 12pm for cash and cheque branch transactions only.
- For security reasons we do not recommend that cash is sent by post. Please refer to Condition 13.2 regarding when interest becomes payable.
- 12.2 For security reasons, we reserve the right to refuse to accept large sums of money in notes or coins.
- 12.3 Money paid into your account by cash will be available for withdrawal immediately after we receive it, subject to Condition 16. Any sums received by us outside normal business hours or on a non-working day will be treated as having been received when we are next open for business on a working day. For the purpose of electronic transfer, time scales for incoming payments are detailed in Condition 12.8. Please refer to Condition 22 regarding cheques.

- 12.4 When paying in money by cash, you will need to produce your Account Document or provide your account number.
- 12.5 Money can only be paid into your account in sterling.

### ***Cheques***

- 12.6 Cheques are required to be made payable to the account holder(s). Cheques made payable to the Society will only be accepted for payment into an account if they contain additional details on the payee line (such as the name(s) of the account holder(s) or the account number), so that it is clear who the money is intended for. We will only accept cheques that are made payable to the account holder(s). You should note that cheques normally become out of date after six months. For further information about timescales for withdrawing funds deposited by cheque refer to Condition 22. Please note if the payment is in excess of either the subscription limit for your account or the maximum account balance detailed in the product guide, the payment will be returned.

### ***Electronic Transfers***

- 12.7 Money may also be paid into your account by electronic transfer (CHAPS or Faster Payments) or standing order. To pay money in by electronic transfer you should quote the following details:

- Sort Code: 16-16-22
- Account Number: 11758805
- Reference number: Your Chorley Building Society account number (omitting any dashes)

If the above details are not quoted correctly the payment will be returned on the next working day following the date of receipt. We will make reasonable efforts to identify payments before they are returned. The Society cannot be held responsible for payments lost or returned if the above information is not adhered to. We cannot set up payments by direct debit. Please note if the payment is in excess of either the subscription limit or the maximum account balance detailed in the product guide the payment will be returned.

- 12.8 Subject to Condition 16, money paid into your account by electronic means will be available for withdrawal immediately after we receive notification from our clearing bank that it has been received. This will normally be no later than the working day after it has been received.
- 12.9 If a bank or building society tells us that they have made a payment into your account by mistake, we are obliged to cooperate with them and help them recover the mistaken payment. We must provide them with all relevant information they need to collect the payment. If you do not dispute us returning the funds to the paying bank, we will deduct the amount of the mistaken payment from your account. If the payer's bank or building society is unable to recover the funds from us and the payer asks them to do so, they will provide all relevant information they have to the payer so they can claim repayment. This information will include your name and contact address.

## 13 Interest

- 13.1 We will confirm the interest rate payable on your account when you open it. You can check the interest rate on any savings products at any time by contacting your local branch, telephoning us on 01257 235003 or by visiting our website: [www.chorleybs.co.uk](http://www.chorleybs.co.uk).

### ***How interest is calculated***

- 13.2 Interest is calculated on a daily basis. The interest earned each day is accumulated and then credited (capitalised) on to the account or paid out, usually once per year. Amounts transferred across from another Chorley account, or cash paid into a Chorley account, will earn interest on the day of receipt whereas amounts paid in by cheque will earn interest from the following day. Interest on a sum deposited by electronic transfer is calculated from the day we receive it. Any sums received outside normal business hours or on a non-working day will be treated as having been received when we are next open for business on a working day. Amounts withdrawn do not earn interest on the day of withdrawal.

Subject to special conditions of the product you choose, you may have the choice of having interest added to the account, paid into another account with us or paid into your bank account.

You should check the product guide for special conditions and how and when interest is payable for your choice of product(s).

- 13.3 Subject to any special conditions that apply to particular accounts, we can change interest rates as set out below.
- 13.4 Changes may include the introduction or alteration of “tiers” under which interest is not paid where the amount in the account is below a certain level; and/or different rates apply depending on the amount in the account.
- 13.5 The information on our website will be updated within three days of an interest rate change.
- 13.6 We will not change the rate of a fixed rate account during the fixed rate period.

### ***Changes to interest rates on accounts (excluding tracker accounts)***

- 13.7 We may change interest rates on accounts which are not tracker accounts at any time for any of the following reasons (which may relate to circumstances existing at the time or those that are expected to apply in the near future):
- (a) to reflect changes in the Bank of England bank (base) rate or mortgage or interest rates generally (including the interest rates paid on similar accounts by other providers of financial services);
  - (b) to respond to changes in the law or the decision of a court or ombudsman;
  - (c) to meet relevant regulatory requirements;
  - (d) to reflect new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection;

- (e) to reflect changes to our costs, including administration costs and costs of providing services or facilities.

When we make any such change, 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 circumstances giving rise to the change.

- 13.8 We can also change the rate of interest for any valid reason (other than a reason mentioned 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.
- 13.9 Where the change is an increase in the interest rate, we will tell you about it within 30 days by general notice in our branches.
- 13.10 Where the change is a reduction in the interest rate, we will give you written notification of the change 14 days before it comes into effect.

This does not apply to:

- (a) interest rate tiers applicable to balances below the minimum operating balance for the account (provided we have clearly told you about the minimum balance requirements); or
  - (b) changes which are not material.
- 13.11 For this purpose a change is material if your account has a balance of £100 or more at the time the decision is taken to change the interest rate.

Where the reduction is not material we will tell you about it within 30 days by general notice in our branches.

- 13.12 Where the interest rate change is materially disadvantageous to you, we will notify you by letter or other personal notice 14 days before the rate change. You will then have a period of 30 days from the date of the notification during which you can close or transfer your account without giving any period of notice, or loss of interest up to the date of closure, or incurring any penalty.

#### ***Changes to interest rates on tracker accounts***

- 13.13 Where your account is a tracker account, the interest rate will increase or decrease in line with any change to the Bank of England bank (base) rate from the 1st of the month following the relevant Bank of England announcement. We will tell you about the change within 30 days of the Bank of England's announcement by general notice in our branches and on the Society's website.

## **14 Income Tax**

- 14.1 Interest will be paid without deduction of tax. You may have to pay income tax on the interest you receive from us. You can find out more by contacting your local tax office or by visiting [www.gov.uk](http://www.gov.uk).

## **15 Account Charges**

- 15.1 We do not make any charges relating to the normal day-to-day running of your account. You can find our Tariff of Fees and Charges for additional services on our website, or by telephoning our savers hotline or enquiring at any of our branches.

- 15.2 Where the charge does not relate to the normal day-to-day running of your account we will tell you before we provide the product or service (except for charges in respect of unpaid cheques), or at any other time you ask.
- 15.3 Charges incurred will be debited to your account. We will notify you before we do this.
- 15.4 We can change the charges we make at any time for any of the following reasons (which may relate to circumstances existing at the time or those that are expected to apply in the near future):
- (a) to reflect changes to our costs, including our administrative costs;
  - (b) to respond to changes in the law or the decisions of a court or ombudsman;
  - (c) to meet relevant regulatory requirements; and
  - (d) to reflect new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection.

When we make any such change, 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 circumstances giving rise to the change.

- 15.5 We can also change the charges we make for any valid reason (other than a reason mentioned 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.
- 15.6 Changes may include the abolition or alteration of existing charges or the introduction of new charges.

***Changes to charges (other than charges relating to electronic payments or withdrawals)***

- 15.7 If we introduce or increase a charge relating to the day-to-day running of your account, we will give you at least 30 days' written notice before the charge comes into effect. Where the charge does not relate to the day-to-day running of your account, or we reduce a charge, we will tell you about the change by general notice in our branches and on our website at least 30 days before the change takes effect.
- 15.8 You will then have a period of at least 30 days from the date of the notification during which you can close or transfer your account without:
- (a) giving any period of notice;
  - (b) losing any interest up to the date of closure; or
  - (c) incurring any penalty.

***Changes to charges relating to electronic payments or withdrawals***

- 15.9 Where we make a change to existing charges, or introduce new charges, in respect of electronic payments into or electronic withdrawals from your account,

we will give you at least two months' written 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 you do not notify us that you object to such a change before the date on which it comes into effect, you will be deemed to have accepted it. This Condition does not apply to changes to charges which relate to the use of cheques.

15.10 There may be other taxes or costs that are not paid through us or charged by us.

## **16 Withdrawals**

16.1 Withdrawals may be made during our normal business hours. Branch based cash and cheque withdrawals are available on a Saturday, however please note it is classed as a non-working day for postal withdrawals and CHAPS electronic transfers.

Withdrawals are subject to the special conditions for particular products and to any branch withdrawal limits.

Our current branch limits for cash withdrawals are £500 per day per customer. Cash withdrawals over £500 up to a maximum of £3,000 require one week's notice.

Cheque withdrawals up to £100,000 can be made on demand. Cheque withdrawals over £100,000 require one day's notice at our High Street or Leyland branch or available on demand at the Society's Head Office. Cheques requested by post for withdrawals or closures will be issued within two working days of receipt of your request and will be posted to you by first class post.

16.2 To make a withdrawal, you must provide Your Account Document, together with a signed withdrawal form given in accordance with the mandate you have given us (which may include a third party mandate under Condition 27). Together these represent your consent to us carrying out your withdrawal instruction.

16.3 We may refuse to allow a withdrawal (or, where relevant, restrict the amount that can be withdrawn from the account), or delay processing your withdrawal instruction if:

- (a) we are not satisfied that we have the proper written authority for the withdrawal, or you have not produced your Account Document, in accordance with Condition 16.2;
- (b) you have not given us evidence of your identity, if we have asked for this;
- (c) we need to carry out further checks in order to comply with our anti-money laundering, financial crime or other legal requirements;
- (d) we reasonably believe that there may be fraudulent activity or other financial crime affecting your account;
- (e) we are required to do so by any law, regulation or court order;

- (f) there is a dispute (which we reasonably believe may be genuine) about the ownership of, or entitlement to, the money in the account;
- (g) we reasonably believe that processing the payment would breach the terms and conditions of the account;
- (h) the amount of the withdrawal exceeds the withdrawal limits set out in the Conditions, as amended from time to time;
- (i) there are insufficient cleared funds in the account to make the payment and/or to cover any charge for making the payment;
- (j) you are subject to a bankruptcy, liquidation, receivership or administration order, or some other order relating to your bankruptcy or insolvency, or you have entered into a voluntary agreement with your creditors;
- (k) the terms of the payee's account prevent completion of the transactions, or the payee's account is unable to receive payments of that type;
- (l) we intend to exercise our right of set-off under Condition 32;
- (m) you have lost your Account Document and Condition 20.3 applies.

16.4 Provided it would not be unlawful for us to do so:

- (a) we will notify you of the refusal either by telephone or in writing. We will do so at the earliest opportunity and in any event no later than the day by which the funds should have been available to the payee under Condition 18.3. If for any reason we are unable to notify you before we refuse to carry out a transaction, we will do so immediately afterwards;
- (b) we will explain our reasons for refusal, if possible; and
- (c) we will (where relevant) explain the procedure for correcting any factual errors that led to the refusal.

16.5 We may also refuse to allow a withdrawal, or restrict the amount that can be withdrawn, for the following reasons:

- (a) due to circumstances beyond our reasonable control, as explained in Condition 25; or
- (b) circumstances exist which lead us reasonably to believe our financial stability is under threat (such as where rumours cause actual or potential abnormal levels of cash withdrawals).

In either of these cases:

- (i) we will act proportionately to the circumstances in question;
- (ii) we will notify you of the restriction by notices on our website and in our branches;
- (iii) we will take all reasonable steps to ensure that the restrictions are lifted as soon as practical and to minimise the inconvenience to you;
- (iv) we will take into account the interests of the Society's membership as a whole;
- (v) we will, if practical, give advance notice; and

- (vi) we may consider exceptions to the restrictions if we are reasonably satisfied that extreme substantial hardship would otherwise be caused. If this applies, written request must be submitted to the Society's Executives for consideration.

16.6 You can contact us to discuss any restriction in person at any of our branches, or by telephoning us on 01257 235003.

16.7 Please note we do not permit withdrawals to be made by direct debit or standing order. Electronic transfers can be made from your account by using CHAPS (Clearing House Automated Payment Systems). Please refer to Condition 18 further details.

16.8 A third party mandate (please refer to Condition 27 for details) can be useful if you need help managing your account(s) or because you do not have access to them. For example if you are housebound because of an injury, you are struggling to manage your affairs due to a chronic condition, you have moved temporarily to university or are not local to our branches for a long period of time.

Please note: before deciding if a third party mandate is right for you, you may wish to consider seeking legal advice.

## **17 Cheques payable to a third party**

17.1 Where a withdrawal is made from your account by way of a Society cheque payable to a third party, we will not stop payment of the cheque unless we have clear evidence of fraud, or that the cheque has been lost, stolen or destroyed. Any request to stop a cheque must be made in writing from the account holder(s).

17.2 Please note we are not permitted to send cheques to third parties on your behalf.

## **18 Automated and electronic payments**

18.1 If the specific conditions of your account allow, you can make electronic payments from your account by way of CHAPS (a same day service for payments made and received in sterling within the United Kingdom).

Please note CHAPS payments incur a fee (please refer to our Tariff of Fees and Charges).

18.2 We will only make a CHAPS payment if you have sufficient cleared funds in your account.

18.3 Depending on the type of account you have (for example, whether it is a branch account or a postal account) you may make a CHAPS payment by writing to us or in person at one of our branches at any time up to 3pm on the working day on which you wish the payment to be made from your account. If we receive the instruction after that time, it will be processed the following working day. You will need to provide us with the payee's bank account number and sort code and the bank's name and address. You will also need to provide us with some identification and/or security details (we will, on request, let you know what we

need for this). The money will be taken from your account and will normally reach the payee's account on the same day, and no later than the next working day.

- 18.4 A CHAPS transfer cannot be cancelled once the instruction has been given to us.
- 18.5 For further details about how CHAPS payments work, please contact us in person at one of our branches or by writing to us at our Head Office or telephoning us on 01257 235003.
- 18.6 In order for us to make a CHAPS payment, you must give us the account number and sort code of the payee's account. We will also ask you for further information in order to meet our legal and regulatory obligations.
- 18.7 If you receive a refund on any CHAPS payment, we will pay you the amount of the refund when we receive it.

## **19 Reasonable Use Policy**

- 19.1 As Society savings and investment accounts are not 'payment accounts' it is not expected that they will be used for making regular payments to manage your everyday affairs. Easy access accounts are intended to provide the reassurance of quick and penalty free access to your savings should you need it, not a means of using the accounts for day-to-day transactions. We will monitor transaction patterns and should we believe your account is being used for day-to-day transactions we may contact you to discuss whether you are in the most suitable account.

## **20 Account Documents and Unauthorised Payments**

- 20.1 Where we issue an Account Document to you:
  - (a) the document will belong to us;
  - (b) you agree to return these to us for updating, or for any other purpose we reasonably require; and
  - (c) you agree to keep it safe, and tell us in person at one of our branches or by telephoning us on 0800 327 7657 as soon as you discover it has been lost or stolen. Completion of a Lost/Stolen Passbook declaration form (available to download from our website or available on request from our branches) will be required in all instances.

### ***Lost Account Documents***

- 20.2 When you have completed the "Lost/Stolen Passbook" declaration form, we may issue a replacement Account Document, but this may be subject to the following requirements:
  - (a) the provision of reasonable evidence of the loss or theft;
  - (b) presenting evidence of identity documentation;
  - (c) notifying and co-operating with the police;

- (d) restricting withdrawals from the account for a certain period from the date you notify us of the loss or theft; and/or;
- (e) signing the Lost/Stolen Passbook declaration form or any other form of indemnity we reasonably require.

20.3 If:

- (a) you lose your Account Document; and
- (b) at or about the same time you notify us of a change of address;

then we will not transact on the account for a period of 7 days from the date we receive the notification. This is to protect you against possible fraud. The account will be closed (subject to special conditions of the product) and the balance transferred to a new account. A new Account Document will then be issued which will have a new 10 digit reference number.

20.4 We may charge an amount to reflect our costs in producing replacement Account Documents and will notify you of this cost at the time of your request.

#### ***Unauthorised payment transactions***

20.5 To dispute a payment transaction that you do not recognise or you do not believe that you carried out, and to claim a refund, you will need to contact us as soon as possible but no later than 13 months from the date the transaction was debited from your account. To notify us of a disputed transaction you should report it to Head Office during opening hours or call us on 01257 235003.

20.6 If you notify us of an unauthorised payment transaction, we may investigate the circumstances if we have reason to suspect that you have been involved in fraudulent behaviour, or if your claim relates to a payment by cheque.

20.7 If we do need to investigate you must co-operate with us and with the police, if we need to involve them.

20.8 If we decide to investigate, we will inform you of this on the same working day on which your notification is received by us, or if the notification is received at end of the working day or on a non-working day, at the beginning of the next working day. If, once we have completed our investigations we determine that we do not have to give you a refund, we will inform you of this. Otherwise, we will refund the amount of the unauthorised payment to your account and restore your account to the state it would have been had the unauthorised withdrawal not taken place. This means we will also reimburse you for any interest and charges you have incurred as a result of the unauthorised withdrawal.

20.9 Subject to Conditions 20.10 to 20.14, where any loss resulting from an unauthorised withdrawal arises from the unauthorised use of an Account Document or any account details, you will be liable for up to a maximum of £35 of that loss.

- 20.10 You will be liable for all losses arising where you have acted fraudulently, and no limit will apply to your liability.
- 20.11 Where losses arise as a result of you deliberately or with gross negligence failing to comply with any of the requirements to keep your Account Document or security details safe, your liability will not be limited to £35. You will be liable for all losses arising, subject to Condition 20.12.
- 20.12 Except where you have acted fraudulently, you will not be liable for any losses arising:
- (a) where the loss or theft was not detectable by you before the unauthorised withdrawal was made;
  - (b) after you have notified us of any loss or unauthorised use of any Account Document or any security details;
  - (c) where we have not provided you with a notification process for reporting the loss or theft of an Account Document or the compromise of any security details; or
  - (d) where insufficient levels of security checks required by relevant laws or regulations, were made relating to the payment.
- 20.13 You will not be liable for any losses arising where the loss was caused by something we (including any employee or agent of ours) did or failed to do.
- 20.14 Except where we suspect that you have been involved in fraudulent behaviour, or where your claim relates to a payment by cheque, we will refund the amount of the unauthorised payment to your account and restore your account to the state it would have been had the unauthorised withdrawal not taken place, as explained in Condition 20.8. Provided you have notified us as soon as possible but in any event within 13 months of the debit date, we will refund the withdrawal, plus any further reimbursement, no later than the next working day after you inform us of the unauthorised withdrawal.
- 20.15 If we make a refund and then discover that you did authorise the payment transaction or are otherwise liable, we may reverse the refund. We will notify you before we do this.
- 20.16 You must notify us as soon as possible if you become aware of any unauthorised transaction on your account or you suspect that your Account Document, any security information or other personalised security features relating to your account have been lost, stolen or liable to misuse.
- 20.17 If we suspect or detect fraud or security threats in relation to your account we will call you using the contact details we hold for you. We will not share any information with you until we have confirmed to our satisfaction that you are the account holder (or one of them).

## 21 Mistakes, Delays and Liability for Losses

- 21.1 If we fail to process a payment transaction, fail to process it on time, or process it incorrectly, then we will be liable to you as set out in Condition 21.2. However, we will not be liable to you in any of the following situations:
- (a) where you did not give us the correct payment details, as set out in Condition 18.6. It is your responsibility to make sure that they are correct. If you provide us with the incorrect payment details we will not be liable if the transaction is not carried out or is incorrectly carried out. In this case, we will make reasonable efforts to recover any money that has been sent incorrectly, but we may charge you any costs we reasonably incur in trying to do this. Where we are unable to recover the payment for you, if you write to us we will provide you with all the available and relevant information we have and which we can lawfully provide to you so that you can make a claim for repayment;
  - (b) where you fail to notify us when you become aware of the mistake, failure or delay without undue delay and in any event within 13 months after the transaction was incorrectly carried out or was due to have been carried out;
  - (c) where we can show that the payee's bank or building society received the correct payment and payee's details on time;
  - (d) where we had reasonable grounds to delay processing your instructions under Condition 16.3; or
  - (e) where it was not possible for us to process your instruction due to circumstances beyond our reasonable control, as explained in Condition 25.
- 21.2 Subject to the other provisions of these Conditions, we are liable for losses due to a delay or error by us in carrying out your instructions to make or stop a payment, or for unauthorised payments, but our liability will be limited to:
- (a) the amount of such payment; and
  - (b) the amount of any interest you do not receive or any interest and charges you have to pay directly as a result of such delay or error.

We will refund the amount of your loss arising from the mistake or delay without undue delay.

## 22 Uncleared Funds

- 22.1 Subject to any special conditions for particular accounts, and to Condition 16, we will allow withdrawals against a cheque 7 working days after it has been deposited with us, provided we have not received notice that it has not been cleared. If the cheque is not cleared then you will have to repay us the amount of the withdrawal to the extent that there is not enough other money in the account to cover it. However, we will not take money from your account, or require you to repay us, in respect of a cheque that has not cleared unless:

- (a) you agree otherwise;
- (b) you are knowingly a party to a fraud in respect of the cheque; or
- (c) the money is reclaimed from your account before close of business on the sixth working day after the day it was deposited with us.

22.2 If a cheque that is deposited by you is not cleared and returned to us, we will tell you about this by writing to you.

22.3 For the purpose of Condition 22.1, the day of deposit of the cheque is the day it is paid in at a branch counter or the day we receive the cheque by post.

## **23 Closing your account**

23.1 You can close your account at any time, subject to any special conditions that apply to particular products, withdrawal conditions detailed in Condition 16 and to normal administration requirements.

23.2 We can close your account at any time without giving any reason, but (except in exceptional circumstances):

- (a) we will give you at least two months' written notice, or such period of notice you would have to give us in order to close your account (or to close it without incurring a penalty or losing interest to the date of closure), whichever is the longer;
- (b) we will not use this right to repay a fixed term investment before the end of the fixed term; and
- (c) we will not close your account, or threaten to do so, as a response to a valid complaint that you have made.

23.3 Examples of the exceptional circumstances mentioned above are;

- (a) you have deliberately given us any false information in relation to your account;
- (b) you were not entitled to open the account;
- (c) you do not comply with any of your obligations under these terms and conditions, and do not put this right within a reasonable time of our asking you to do so;
- (d) you threaten, or are abusive towards our staff;
- (e) we receive notification that you are subject to a bankruptcy, liquidation, receivership or administration order, or some other order relating to your bankruptcy or insolvency, or you have entered into a voluntary agreement with your creditors;
- (f) we reasonably suspect that the account is being used for an illegal purpose;
- (g) the contract between us is void or unenforceable at law; or

(h) we have a legal obligation to close the account.

23.4 If we close the account, we will pay interest at the agreed rate up to the date of repayment. We may make repayment by sending you a cheque in sterling.

23.5 If we close the account in full and make repayment to you, in person or by post, then you will have no further right or interest in the account.

## **24 Statements and Regulatory documents**

24.1 We do not normally issue statements unless a product term states otherwise, or it is required by regulation, or Condition 24.3 applies. Passbook account holders can request an annual statement of their account.

24.2 Annual statements for Cash ISA's, Junior Cash ISA's, Child Trust Funds and Help to Buy ISA's are a regulatory requirement. In addition a current Key Features Document including HM Revenue and Customs terms and conditions relating to your ISA product(s) will be included with your annual statement.

Please read these documents carefully to ensure you understand these government managed accounts.

24.3 Whenever you make a payment out of your account, we will give you information about that payment within thirty days, in one of the following ways:

(a) if you instruct the payment in branch and you have a passbook, we will update your passbook; or

(b) if you do not instruct the payment in branch, or you do not have a passbook, we will send you a payment notification in writing.

However, we may not do this where the payment is a regular payaway of interest, or a payment by cheque.

24.4 Information about payments (of any kind) into or out of your account can be provided on request at any time.

24.5 Replacement copy statements can be provided on request. We may charge an amount to reflect our costs in producing copies, and will notify you of this cost at the time of your request.

24.6 You should check your statement or passbook regularly. If your statement or passbook has an entry that seems to be wrong, you should tell us as soon as possible so that we can resolve the matter. Please refer to Condition 20.

## **25 Matters Beyond Our Control**

25.1 We will not be liable to you if we are unable to provide any service in connection with your account, or for any act or omission on our part in providing any such service, as a result of:

(a) abnormal and unforeseeable circumstances beyond our reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary (such as strikes, power failures or other causes beyond our control); or

(b) our having to comply with any legal or regulatory requirement.

## **26 Companies and Business Accounts**

- 26.1 If you are a limited company or other type of corporation, you will need to authorise controlling persons/business account administrators to operate the account. We will also require evidence of identity and address for these persons. References in these Conditions to “you” or “your” in a context which indicate an individual person rather than a corporation will instead mean the author-ised officer where appropriate.
- 26.2 Accounts in respect of unincorporated organisations, such as English partnerships, associations, collection of individuals and clubs, cannot be held in the name of the organisation. Accounts must be held in the name(s) of individuals on behalf of the organisation. Your attention is drawn to Condition 10 if there are joint account holders.
- 26.3 If you are a limited company or other type of corporation, or an unincorporated association, then you must provide us annually with such information regarding your business and/or your constitution and as we may reasonably request from time to time.

## **27 Third Party Mandate Authorities**

- 27.1 On opening your account (and any future amendments) you will be required to provide written and signed authorisations for any third party individuals you request to discuss or operate the account. A Third Party Mandate declaration form is required in all instances.
- 27.2 We will not discuss your account with, or accept instructions from, anyone not specifically authorised by you upon the completion of a Third Party application form. To be authorised a third party must meet the Society's third party mandate requirements.
- 27.3 Details of the Society's third party mandate requirements, including the different levels of account mandate and the documentation required are available on request.
- 27.4 You can cancel the Third Party mandate at any time upon receipt of written instruction from the account holder(s).
- 27.5 For third parties on joint accounts please also refer to Conditions 10.6 and 10.7.

## **28 Changes to terms and conditions (other than interest rates and charges)**

- 28.1 We will provide you with written details of the terms and conditions applying when you open an account. It may however be necessary to introduce changes at a later date.

We can change the terms and conditions on which your account is held 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 or those 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; or
- (e) to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection.

When we make any such change, 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 circumstances giving rise to the change.

- 28.2 We can also change these terms and conditions for any valid reason (other than a reason mentioned 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.
- 28.3 Where we change the terms and 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' personal 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 you do not notify us that you object to a change before the date on which it comes into effect, you will be deemed to have accepted it.
- 28.4 In all other cases (including but not limited to where we change the terms and conditions relating to cheque payments), we can make changes as follows:
- (a) if a change is not to your disadvantage we may implement it immediately and without prior notice. We will tell you about the change by general notice in our branches and on our website within 30 days of the change; and
  - (b) if a change is to your disadvantage we will notify you by letter or other personal notice at least 30 days before implementing it (except if that length of notice is not possible, such as where the change is needed to comply with a legal requirement). You will then have a period of 60 days from the date of the notification during which you can close or transfer your account without giving any period of notice, or loss of interest up to the date of closure, or incurring any penalty.
- 28.5 This Condition 28 does not apply to interest rates or charges, which are dealt with under Conditions 13 and 15.
- 28.6 If we have made a major change or a number of minor ones in any one year, we will signpost you to the new Conditions or a summary of the changes and tell you where you can find a full copy.

## 29 Service of notices

- 29.1 You will be taken to have received any letter or other personal notice 72 hours after we have posted it to you. If we accidentally fail to:
- (a) send to you a communication intended for our investors generally or a category of our investors of which you are one; or
  - (b) display a notice at our Head Office or any branch, this will not make the notice invalid.
- 29.2 If an error is made in a notice, but this is corrected shortly afterwards by a subsequent notice, the notice period will run from the date of the original notice.

## 30 Transfers

- 30.1 You can transfer your investment to another person subject to the particular conditions applying to your account, our prior approval and the payment of any necessary fee. No transfer will be valid unless made in a form approved by us and until registered in our records. We may refuse to permit such a transfer without giving any reason.
- 31 Dormant and Lost Accounts (Unclaimed balances)
- 31.1 If an account has not been transacted on, or we have not had any contact with you, for a period of 3 years or more your accounts will be classed as dormant and satisfactory identification will be required to continue to transact on the account.
- Your account will be flagged “dormant” and no correspondence will be sent to you if your account balance is below £100.
- 31.2 In addition if:
- (a) you cannot be traced after reasonable enquiry; and
  - (b) for a period of 15 years you have made no payment to or withdrawal from your account(s) and the amount in that account is less than £100, then we may decide to close the account and the money in it will be retained by the Society.
- 31.3 However, any money retained will remain yours, and if you contact us later (and provide satisfactory evidence of identity and account ownership) we will repay the money from the closed, dormant account to you, together with interest at a rate that we reasonably consider to be appropriate.
- 31.4 If you think you have lost touch with your account or savings, a free online service at [www.mylostaccount.org.uk](http://www.mylostaccount.org.uk) is available to guide you through some simple steps to help reunite you with your savings. This FREE service is available for every building society customer in the UK provided by the British Bankers’ Association (BBA), the Building Societies Association (BSA) and National Savings and Investments (NS&I).

## 32 Right of Set Off

- 32.1 We may use the money in your account towards payment of any money that you owe us which is due for payment but has not been paid. This is known as our right of set off. We will notify you if we use this right.
- 32.2 We will not use our right of set off in relation to money in your account if we have grounds to think that any of the following apply:
- (a) the money is needed to meet your essential living expenses or payment due in respect of:
- mortgage or rental payments on your home;
  - your essential goods or services (such as payments due in respect of your cooker or refrigerator or your means to travel to work);
  - utilities (water, gas or electricity); or
  - court orders or legislation (for example, council tax, child support maintenance or court fines).
- (b) you are holding the money on behalf of someone else.
- (c) you have received the money from a government department, local authority or NHS direct payment organisation for a specific purpose, or you are under a legal obligation to keep the money and use it in a particular way.
- 32.3 If we propose to use our right of set off in relation to your account we will contact you at least 14 days beforehand to tell you this. We may during this 14 day period not allow any withdrawals from your account.
- 32.4 If we use our right of set off in relation to your account we will contact you promptly to tell you that we have done so.
- 32.5 Once we have used our right of set off in relation to money in your account, that money will cease to be yours and you will not earn any interest on it.

## Complaints

We are committed to addressing any complaints fairly, effectively and promptly. We have an Internal Complaints Procedure, a copy of which will be provided to you when you first become a member and subsequently on request. If we receive a complaint from you and we are not able to sort it out quickly we will send you a prompt written acknowledgement to confirm that we are dealing with it and subsequently keep you informed of our progress in resolving it.

## Financial Ombudsman Service

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) who will liaise with both parties and determine a solution.

Details about their service and how to refer a complaint to them can be found on their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You may also be able to submit complaints to the Financial Conduct Authority.

## What can you do to protect your accounts

You can help prevent misuse of your account by:

- taking care of your Account Document and other account information.
- letting us know as soon as possible if your account document is lost. Please refer to Section A Condition 20 for details on informing the Society of a lost account document.
- letting us know as soon as possible of any change of your name, address, telephone number or email address or if you do not receive any information that you were expecting to receive from us. Please refer to Section A Condition 9 for information on changing your personal details.
- updating and checking your Account Document regularly.
- taking care when disposing of information about your account (people who commit fraud use many methods to get this type of information - you should take simple steps such as shredding printed personal material).
- co-operating with us (or the police) in investigating transaction discrepancies; and
- never giving your account details or security information to anyone unless you know who they are and why they need them.

## **Branch Closures**

If we plan to close or move your branch, we will tell you at least twelve weeks beforehand, unless there are exceptional circumstances. We will tell you how we will continue to provide services to you.

## **Chorley Online Service**

'Chorley Online' is an internet based service that allows members of Chorley Building Society age 16 and over to view their savings and mortgage account balances online in a completely secure setting. All transactions are updated overnight and so the account details will not update in real time.

There are separate terms and conditions that relate to the Chorley Online service and can be located at [www.chorleybs.co.uk](http://www.chorleybs.co.uk). Please note the Chorley Online Terms and Conditions are in addition to the Savers Terms and Conditions and specific product terms and conditions.

## **Your Personal Information and what we do with it**

We are a data controller of your personal information. The way that we process your personal information is described in our Privacy Notice. This information is available on our website <http://www.chorleybs.co.uk/privacy.html>.

**Office hours:**

Mon, Tue, Thu, Fri 9am - 5pm  
Wed 9.45am - 5pm  
Sat 9am - 12pm

**All branches 01257 235 000**

For mortgage enquiries and details of our mortgage products call:  
**01257 235001**

For savings account enquiries and details of our savings products call:  
**01257 235003**

For general enquiries call:  
**01257 235000**

**Head Office:**

Key House, Foxhole Road, Chorley PR7 1NZ

**Branches:**

28-30 High Street, Chorley, Lancashire PR7 1DW  
153-155 Towngate, Leyland, Lancashire PR25 2LH

**Chorley  
Building  
Society**  
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