

Vernon Online Services Terms and Conditions

Effective 25th May 2018

Vernon Online Services is the Society's interactive online enquiry and transaction request service. These Terms and Conditions cover your use of the Online Service and are in addition to the general and specific terms and conditions for savings and mortgage product and you should therefore read them carefully. If there are any inconsistencies between these documents, the individual product terms and conditions take precedence. The Vernon Online Services terms and conditions take precedence over the terms and conditions contained in our 'General Savings Account Terms and Conditions' leaflet.

1. Definitions

Unless the context requires otherwise:

“Vernon Online Services” and “Online service”

mean the service we provide to allow you to obtain information from us and to 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) in whose name the account is held;

“activation key”

means the code we send to you to be used the first time you access your account details using Vernon Online Services or when your use of Vernon Online Services is being re-activated;

“memorable information”

means the personal memorable information you select, as amended from time to time, which we use to check your identity when you access Vernon Online Services;

“password”

means the combination of letters, numbers and other characters you select when you register for the Online service, as amended by you from time to time, which we use to check your identity when you access Vernon Online Services;

“User ID”

means the unique number we give you to identify you when using Vernon Online Services;

“Society” “we” “us” and “our”

refers to Vernon Building Society;

“working day”

means 9.00am to 5.00pm Monday to Friday not including public holidays and any other day when we are not open for business;

“you” and “your” means the customer who registers with us to use Vernon Online Services.

2. Joint Accounts

Only joint accounts on which instructions can be authorised by any one account holder can be used with our online service. Our Online service is not available if two or more account holders are required to jointly authorise transactions.

Each joint account holder must register separately for access to their account(s) using our online service and must always use their own User ID, password and memorable data.

By applying to register for Vernon Online Services you confirm that your joint account holder(s) is (are) happy for you to access your joint accounts via our Online service. We will suspend your use of our online service immediately if we are notified at any time by a joint account holder that they wish to change the account mandate to require joint authorisation.

3. Security

When you register to use Vernon Online Services we will ask you to select a password and an item of memorable information. You will need to remember these to operate our online service.

Once your registration has been accepted by us and your identity confirmed we will write to you with your Web User ID and an activation key. You must not disclose the activation key to anyone before using it and if it is not used within 28 days it will expire.

You must keep your security details such as your User ID, Password and Memorable Information secret. In particular, you must:

- not disclose your security details to anyone else (including any joint account holder or Vernon Building Society employee), write them down or otherwise record them in a form that would be recognisable by anyone else;

- take all reasonable care to ensure that no-one sees your security details when you use them;
- not allow anyone else to use any of the computer or electronic equipment you use to access the Online service without taking suitable precautions;
- ensure you have fully logged off from the Online service when you are not using it;
- follow any instruction we give you from time to time regarding the safe keeping and use of your security details or other matters relating to the security of your account.

You must notify us as soon as possible by calling our Customer Services team on 0161 429 4306 or by emailing us at onlineservices@thevernon.co.uk if you discover or suspect that: someone else knows your security details; or someone else (other than a joint account holder) is trying to access your account without your authority.

If you notify us under the above condition or if we reasonably believe it is necessary in order to protect either your security details or your account, we may suspend the use of your security details as a means of accessing your account. Unless it is unlawful for us to do so or would compromise our reasonable security measures, we will notify you either verbally or in writing in advance to tell you that we intend to suspend the use of your security details and our reason for doing so. If we are unable to contact you in advance we will tell you as soon as possible afterwards. As soon as the reason for the suspension has ended we will either remove the suspension or provide you with new security details.

Provided you have not acted fraudulently or you have not, intentionally, or with gross negligence failed to take all reasonable steps to keep your security details safe you will be not be liable for any unauthorised withdrawals from your account(s).

In the event of a dispute regarding whether or not you originated a transaction or instruction through our online service you agree to co-operate with us, the police and/or our insurers in any investigations.

We cannot guarantee that information passing over the internet will remain confidential or will not be interfered with or disrupted and your use of the online service will indicate your understanding and acceptance of this risk.

4. Liability for loss

We will not be liable to you for any loss or damage whatsoever if:

- we do not act on your instructions or provide you with account information for any reasons set out in these conditions;
- we are unable to act on your instructions or provide you with account information because of something we cannot reasonably control such as failure or disruption of the internet through no fault of ours;
- we need to suspend access to our website for maintenance, technical or security reasons;

- the equipment and/or software you are using fails or is incompatible with our Online service.

5. Provision of Service

Our Online service is designed to be used with a range of internet browsers and equipment and it is your responsibility to provide compatible equipment and software with which to access it. In order to continue using the online service you must ensure your equipment and software remains fully operational and take all reasonable steps to keep it free from viruses and other malicious software.

The Online service is intended to be available constantly, however, we cannot guarantee its availability at all times and there may be times when you are not able to access our website. This may be because the internet may fail through no fault of ours or we may need to suspend access to our website for maintenance, technical or security reasons.

6. Withdrawals and Transfers

You can confirm a withdrawal by entering the required security information. Your confirmation can be withdrawn at any time prior to the transaction date, using the 'Pending Requests' menu in Vernon Online Services.

Withdrawal and transfer requests received before 12 noon 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.

Electronic withdrawal requests can be carried out in two ways:

- By the Faster Payment system

Payments will be credited to the destination 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 (see detail above in relation to instructions received after 12 noon).

- Internal Transfers

Transfers to another account held with us will be credited on the day on which the instruction was received or deemed to have been received by us (see detail above in relation to instructions received after 12 noon).

Bank accounts that you nominate to receive withdrawal payments must be operated in the UK and have valid UK sort codes and account numbers. They should be personal accounts held in your name. Withdrawal requests will not be accepted until nominated accounts have been validated by the Society. Customers should allow one week for this process to be completed after the required proof of ownership of the bank account has been received by the Society.

We shall be entitled at any time to refuse to act on instructions given via the internet, or to ask you to confirm them in writing, if for any reason we think they were not given by you or were not clear. We will inform you in writing as soon as

practical, giving our reasons, if we decide to do this unless we are prevented from doing so for legal reasons or where it would comprise our reasonable security measures.

7. Deregistration

If you no longer wish to be registered to use Vernon Online Services then you should inform us by secure message through the online service, email or in writing. We will process the cancellation request with 5 working days of receipt.

8. Changing these Terms and Conditions

We may change these terms and conditions by notifying you personally by email through our online service or by post not less than 60 days prior to the change coming into effect.

9. Email Communication

By registering to use the online service we may at our discretion send account related notices by email at the latest email address that we hold in Vernon Online Services instead of by post to your correspondence address unless you have requested otherwise.

10. Data protection and confidentiality

Please see our Privacy Policy at www.thevernon.co.uk/privacy

11. Law and Jurisdiction

These Terms and Conditions and the relationship between us and you shall be governed and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

12. Complaints

We aim to provide high standards of service. However, there may be occasions when you feel that you may have a complaint in which case please speak with our staff who will tell you how to make a complaint using our complaints system. You may request our complaints policy and procedure leaflet at any time. When we receive a complaint, if we cannot sort it out quickly we will send you a prompt written acknowledgement to confirm that we are dealing with it and to keep you informed of our progress.

Complaints about payment transactions

If your complaint (or part of it) concerns a payment transaction, we will endeavour to deal with your complaint within 15 working days. If circumstances

beyond our reasonable control prevent us from sending you our final response to your complaint in this timeframe, we will instead send you a holding response explaining clearly why this is the case and specifying when we will be able to. In those circumstances, you will receive our final response within 35 working days. You may also complain to the Financial Conduct Authority for complaints regarding payment services we have provided.

Complaints about other matters

If your complaint concerns something other than a payment transaction, we will endeavour to deal with your complaint within eight weeks, or explain to you why we cannot make a final response to you within this time.

Financial Ombudsman Service

Whilst we hope we can resolve any problems through these internal procedures we are also a member of the Financial Ombudsman Service to which you can refer a complaint after the internal procedures have been exhausted. Details of the Financial Ombudsman Service will be provided on request from any branch or from our head office.

You can contact the Financial Ombudsman Service at:

Financial Ombudsman Service,
Exchange Tower,
London E14 9SR.
Telephone: 0800 023 4567

Or

You can also access the Financial Ombudsman Service online by visiting www.financial-ombudsman.org.uk

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Tel: 0161 429 6262

Web Site: www.thevernon.co.uk

Email: onlineservices@thevernon.co.uk

Vernon Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (registration number 195475)