

Terms and Conditions of Use for Progressive Online

Effective from: 28th January 2025

These Terms & Conditions of Use {or 'Terms of Use'} apply when you use Progressive Online. We recommend that you read these Terms & Conditions carefully before using Progressive Online as they form a legally binding contract between us and you. These Terms & Conditions tell you who we are, how we will provide Progressive Online to you, what to do if there is a problem and other important information. It also sets out the standard by which you use and interact with Progressive Online. If you think that there is a mistake in these Terms & Conditions, please contact us to discuss.

By using Progressive Online, you confirm that you accept these Terms & Conditions, and you agree to comply with them. If you do not agree to these Terms & Conditions, you must not use Progressive Online. We recommend that you print a copy of these Terms & Conditions for future reference.

References to “**we**”, “**us**” or “**our**” in these Terms & Conditions means the Progressive Building Society and references to “**you**” or “**you’re**” or “**your**” means you, as one of our members (“**Member**”). References to “**mortgage**” mean either a new mortgage application or a product switch for an existing mortgage. References to “**savings**” mean either a new savings account application or an active savings account with us.

These Terms & Conditions specifically relate to Progressive Online. They are in addition to the Terms & Conditions that apply to your savings account(s) and/or mortgage account(s) with us, our privacy policy and any other Terms & Conditions that apply between you and us. If there is any conflict between the Terms & Conditions that apply to your savings account(s) and/or mortgage account(s) and these Terms & Conditions, the terms of the Terms & Conditions that apply to your savings account(s) and or mortgage account(s) will prevail.

We may amend these Terms & Conditions from time to time. Every time you wish to use Progressive Online, please check these Terms & Conditions to ensure you understand the terms that apply at that time.

1. **Who we are and how to contact us?**

- 1.1 We are Progressive Building Society, and our address is 33-37 Wellington Place, Belfast, Northern Ireland, BT1 6HH. You will find details relating to our regulatory approvals and complaints procedures at paragraph 29.
- 1.2 You can contact us by calling our Online Support Team on 0800 0294 997, or by emailing us at contactus@theprogressive.com or writing to or 33-37 Wellington Place, Belfast, Northern Ireland, BT1 6HH.
- 1.3 If we have to contact you, we may do so by telephone or by writing to you at the address we have on your account. Paragraph 5 sets out further details about how we may communicate with you. If your address or telephone number has changed, please contact us to ensure we have the correct details on file.

2. **Progressive Online**

- 2.1 Progressive Online may not be available to all our Members and not all products and services will be available through Progressive Online. We may restrict use of Progressive Online and account opening to customers who are resident in Northern Ireland. Members using Progressive Online must be at least 18 years of age. We will communicate with you if you are eligible for Progressive Online, and confirm which products and services are available to you. If you have any questions about this, then please contact us.

- 2.2 Progressive Online must be accessed using a personal computer, laptop or tablet and does not currently have full mobile optimisation. If your mobile phone is not compatible with using Progressive Online, you can use a personal computer, laptop or tablet to access Progressive Online, with Whatsapp Web, Microsoft Authenticator or Google Authenticator.
- 2.3 Progressive Online is only available for use in the United Kingdom of Great Britain and Northern Ireland. We do not represent that Progressive Online is available or appropriate for use in other locations. We may restrict account opening to residents of Northern Ireland only.
- 3. Registering for Progressive Online**
- 3.1 You may receive correspondence from us if you are eligible to use Progressive Online, which will contain your registration information. You will then be required to complete your registration online at: <https://digital.theprogressive.com>.
- 3.2 You can register for Progressive Online by visiting our website <https://www.theprogressive.com> or at <https://digital.theprogressive.com>. New savings account customers can open a savings account online through our website. You may be required to provide valid photographic identification (e.g. passport or driving licence) when registering or when opening a new savings account. You may be asked to upload a copy of your photographic identification and take a 'selfie' so we can check it's really you. Please have your valid photographic identification ready before you begin registering or opening a new savings account.
- 3.3 If you have a mortgage account and you are eligible to select a new mortgage product online or you have recently submitted a new mortgage application with your broker, you will be required to provide valid photographic identification at registration.
- 3.4 If you have an existing savings account and your account is available to manage or view online, you will be required to provide valid photographic identification at registration.
- 3.5 If you have registered online and you cannot view your mortgage or savings account held with the Society, please contact our Online Support Team on 0800 0294 997.
- 3.6 When you first register for Progressive Online, we will need to verify your identity as a Member. This verification will be carried out online and once completed, you will be able to continue with the registration process. As part of this process, you will be asked to upload a copy of your valid photographic identification (e.g. a valid passport or driving licence) and to take a 'selfie' to check it's you.
- 3.7 When you first register for Progressive Online you must choose a password and confirm your second factor authentication method e.g. a one-time code by WhatsApp/SMS or authenticator app.
- 3.8 You can only have one set of login details at any one time.
- 4. Accessing Progressive Online**
- 4.1 Each time you access Progressive Online we will ask you for your email address, password and to complete your second factor authentication. The second factor authentication will be carried out by the method that you selected at registration – a one-time code by WhatsApp/SMS or by an authenticator app.
- 4.2 Should you wish to change your second factor authentication method, you can do this by selecting your Profile, choosing 2nd Factor Authentication and making the necessary amendment or alternatively, please contact us using the contact details set out in paragraph 1.2.
- 4.3 We only use SMS (Text) / WhatsApp as a second factor authentication when you wish to make a withdrawal to your nominated bank account. You cannot use the authenticator app as verification for withdrawals or closure of your account online.
- 4.4 We have the right to disable any user identification, authentication code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms & Conditions.

- 4.5 If you know or suspect that anyone person knows your authentication code or password, you must immediately notify us, using the contact details set out in paragraph 1.2.

5. Communications

- 5.1 If we need to contact you, we will do so by telephone or by notification to the email address or postal address you provided to us or, for certain communications, by posting notices on Progressive Online.
- 5.2 When opening an account, you will be asked how you want us to keep in touch with us regarding the account you are opening. This will be by SMS (text)/WhatsApp or email. We will endeavour to keep in touch with you using the communication method you have requested where we can and where we believe we have up to date information for you. However, we reserve the right to communicate with you by post, email or by Whatsapp/SMS, where we consider this is necessary for you to obtain the information you require (e.g. statements, information about the operation of your account). You will be able to see monthly statements for your savings account online, by selecting the statement icon. These can be printed or downloaded as required. You will also see an annual statement showing the interest paid, annually, to your account, when interest has been credited to your account.
- 5.3 Where you have more than one mortgage account with us, you can select only one communication method, which will apply to all mortgages held with us. If you amend the communication method on one mortgage, this communication method will apply to all mortgage accounts with us. We reserve the right to contact you by any of the following methods: post, email or Whatsapp/SMS.
- 5.4 We may ask you to login to Progressive Online, to view notifications we send you.
- 5.5 You are responsible for making sure that your personal details (including your contact number, address and email address) are kept up to date. Any changes to your details, including to your account, must be notified to us through your Profile. We may contact you to request additional information if required.
- 5.6 If you fail to update your details, you may not be able to access Progressive Online and may not receive notifications from us. We won't be responsible if we can't contact you or if we use out of date contact details to send you information.
- 5.7 We shall be entitled at any time to ask you to confirm, in writing, instructions you have given us through Progressive Online if we consider this is necessary or desirable for your security or for any other reason.

6. Changing a savings account opened in a branch to permit access to the account online

- 6.1 If you are eligible to use Progressive Online to view or view and transact on a savings account which was opened in one of our branches, you may register on Progressive Online through our website <https://www.theprogressive.com> or at <https://digital.theprogressive.com>. We may restrict our service to permit you to only view your account and not to permit you to make deposits and withdrawals from your account online. Where you are unable to transact online you may transact in one of our branches using your passbook.
- 6.2 Once you have registered for Progressive Online, you may view your eligible savings account(s) online. We will tell you if your account is eligible for online transactions.
- 6.3 If the account is eligible to transact online, you will not be able to carry out a transaction until you have accepted the Account Terms & Conditions. You will be asked to do this when you register and login. The Account Terms & Conditions include if you are eligible to view your account, transact online and the purpose and use of the passbook for the account. You will be asked to agree to the Account Terms & Conditions for each separate account you hold with us, if the account is eligible for online access. The Account Terms & Conditions are in addition to, and do not replace any Terms & Conditions already agreed with you as part of you being a customer of Progressive Building Society.
- 6.4 Where you have a joint account which was opened in branch and you wish to provide us with your preferred communication method for your joint account, you can do this by registering for Progressive Online and accepting the Account Terms & Conditions. You will only be able to provide one preferred

communication method, per account. You should agree with the joint account holder which preferred communication method you would like to choose for the account. If the preferred communication method is changed by you, the Society will use the most recent method chosen for the account, which can be chosen by either joint account holder. The preferred communication method can also be changed through your Profile. Although you may indicate your preferred communication method, we may choose to communicate with you by post, email or Whatsapp/SMS where we think this is in your best interest or necessary for you to receive important information about your account.

- 6.5 If you have a passbook for your savings account and you register to operate and transact on your savings account online, the passbook for the account may not be up to date and you cannot rely on the information contained in the passbook. You can visit one of our branches if you want to update your passbook.
- 6.6 If you hold a joint account:
 - 6.6.1 All account holders will be invited to register to use Progressive Online;
 - 6.6.2 All account holders must register and login to Progressive Online and accept the new Account Terms & Conditions before any account holders can transact online (e.g. withdrawals);
 - 6.6.3 Only when all account holders have accepted the new Account Terms & Conditions can either one of you carry out a transaction on the account, where the account is eligible to transact online;
 - 6.6.4 If only one account holder registers and logs in to Progressive Online, only the account holder who has accepted the new Account Terms & Conditions can view the account online, but they will not be able to transact on the account;
 - 6.6.5 If one account holder accepts the new Account Terms & Conditions and the second account holder logs in and rejects the new Account Terms & Conditions online, the first account holder must login and accept the new Account Terms & Conditions of the account for a second time, before they can view online. In this instance, the first account holder will not be able to carry out a transaction online and the account will be view only;
 - 6.6.6 You must inform a joint account holder(s) if you have registered for Progressive Online and you have consented to the new Account Terms & Conditions;
 - 6.6.7 Once all account holders have registered for Progressive Online and all have accepted the new Account Terms & Conditions, the passbook cannot be relied upon to show up to date information and all account holders may transact online and/or in a branch without presenting their passbook. If you visit a branch, you must produce photographic identification to enable you to carry out a transaction. You will also be asked to sign a withdrawal form. If you do not produce photographic identification, we may refuse to carry out the transaction for you, if we find it difficult to prove your identity.
- 6.7 When you first register for Progressive Online, you may be asked to update some of your personal financial information before you are able to transact online. Where you are permitted to withdraw funds from your account online, you will be asked to provide us with details of your nominated bank account, if you have not provided us with details of your nominated bank account previously. You are permitted to set up one nominated bank account for each savings account you hold with us. This bank account must be held solely or jointly in your own name. This account must be a personal account and cannot be a business account. We may ask you to provide a bank statement to validate your nominated bank account. We may suspend your ability to transact online, until we are able to validate your nominated bank account.
- 6.8 We will also verify your identity online. We may ask you for valid photographic identification during this identification process. You may also be asked to take a photograph of your face (a 'selfie') to confirm it's really you. If this process fails, we may ask you to upload supporting identification documentation and you

may not be able to register at this time. Our Online Support Team will make further checks and contact you to advise you when the checks are complete.

- 6.9 When you have registered online and if you are permitted to transact on your account, you can update your passbook if you visit one of our branches, however, you are not required to present your passbook if you then wish to carry out a transaction in one of our branches. You cannot rely on the details contained within the passbook when you have registered and accepted the new Account Terms & Conditions to allow you to manage the account both online and in branch. In branch, you will be required to produce a form of photographic identification to enable our branch to process your transaction without your passbook. We will not process a transaction for you, in the branch, without the passbook if you are unable to show us valid photographic identification or if the passbook is presented, we may refuse to do a transaction on your account where there is difficulty proving your identity.

7. Incomplete applications

- 7.1 If an account holder wishes to open an account online and only partially completes the application, the applicant must complete the application opening process within 14 days of starting the application. The applicant must complete the process by lodging funds to the account. If the application is not completed within 14 days, we will delete the application, and you will be required to start the application process again.
- 7.2 If a Bond or an ISA account is opened and you do not make a deposit within 14 days, we will delete the application, and you will be required to start the application process again. Accounts can only be opened in accordance with Account Terms & Conditions.
- 7.3 If a deposit to your account is not in line with the account Terms & Conditions your payment will not be processed, and you will incur an online error. Any deposit below the minimum amount required for the account will not be processed, and any deposit which exceeds the maximum amount for the account will be returned to you.
- 7.4 If an application is started and not completed on the same day, the interest rate quoted cannot be guaranteed. The interest rate which will apply to the account is the interest rate applicable at the date the minimum deposit amount is received into the account and interest at this rate will start to be paid from the date the minimum amount of deposit is received into the account. The applicant must check the interest rate which applies to the account before lodging funds to the account. Funding the account will complete the account opening and you must operate your account in line with the Account Terms & Conditions.

8. Joint accounts opened online

- 8.1 If joint applicants wish to register for Progressive Online, all applicants must have their own unique email address.
- 8.2 To be able to open an account on Progressive Online your account must be set up so that any one of you can authorise a transaction or amendment to the account. You will not be permitted to open a joint account if two or more of you are required to authorise a transaction jointly. You must have the consent of all parties to the account before making a transaction.
- 8.3 If you have a joint Progressive savings account and/or mortgage account, then you can each set up separate login details and register individually for Progressive Online. You must always login using your own security details.
- 8.4 For new joint savings accounts, all applicants must give consent to use Progressive Online by agreeing to these Terms & Conditions and confirm agreement to the Account Terms & Conditions before either applicant is able to view or transact on the account online. If a joint applicant does not provide consent to open a joint account, the new savings account cannot be opened in joint names and the application will be deleted after 14 days.

- 8.5 We will verify your identity online when opening a new account. We may ask you for a copy of valid photographic identification during this identification process. You may also be asked to take a photograph of your face (a 'selfie') to confirm it's really you. If this process fails, we may ask you to upload supporting identification documentation and you may not be able to open an account at this time. Our Online Support Team will make further checks and contact you to advise you when the checks are complete.
- 8.6 If you want to select a new joint mortgage or savings product on Progressive Online, you must have consent of the other joint account holder(s) to do so.
- 8.7 If one of you informs us that a joint account holder is no longer permitted to authorise payments or operate the account, we will suspend our online service on that account. This is in addition to our rights to suspend online services under paragraph 22.

9. Depositing funds into your savings account online

- 9.1 Where you are permitted to transact online and where the Terms & Conditions of your account permit, you can deposit funds into your savings account online, using the following methods:

- 9.1.1 by debit card. You can do this by providing us with your debit card details online. You will be asked to confirm the amount of the deposit you wish to make into your account and to consent to making a payment using your debit card. There may be limits to the amount per transaction by using your debit card, which has been set by your own bank. If this is the case and you wish to make multiple transactions using your debit card, you may wish to do this, subject to the limits set by your bank. You cannot use a credit card to lodge funds to your account. If you make a deposit to your account by debit card, these funds cannot be withdrawn until 2 business days after the deposit to your account. You will not be able to withdraw funds which are in pending status on your account. A deposit to your account must be in line with the Account Terms & Conditions, otherwise your payment will not be processed, and you will incur an online error. Any deposit below the minimum amount required for the account will not be processed and any deposit which exceeds the maximum amount for the account will be returned to you.
- 9.1.2 If you make a deposit to your account after 5pm on a business day, or on a non-business day, the deposit may not show in the transactions until the next business day. Business days are Monday to Friday, 9am to 5pm, excluding bank holidays.
- 9.1.3 by transferring funds from another Progressive savings account to your savings account. You can only do this if this account you are withdrawing from is eligible to be operated online, the Account Terms & Conditions allow a withdrawal and you have accepted the Account Terms & Conditions for this active account online.
- 9.1.4 by making a faster payment into the account from your bank account. If you choose to make a deposit into your Progressive savings account using this method, you must set up this transfer from your own bank account, using the following details:

Bank/Building Society Name: Progressive Building Society

Address: 33-37 Wellington Place, Belfast BT1 6HH

Sort Code: 237448

Account Number: 60538426

Payment Reference: This is your 11-digit Progressive Savings Account Number (this is mandatory information).

You must include all the details above when arranging the transfer from your bank, or your payment could be returned to your bank.

If you make a deposit to your online account using a bank transfer, the deposit will not show on your account balance until the next business day and when the Society receives the deposit from your bank. Business days are Monday to Friday, 9am to 5pm, excluding bank holidays. If you make a deposit after 5pm or on a non-business day, your deposit will not be processed until the next business day. The Society will pay interest on the deposit from the day the Society has received the funds from your bank.

- 9.2 It is important that you check the Account Terms & Conditions you are depositing funds into, to ensure you are operating the account in line with the Account Terms & Conditions. If you make a deposit to the account which falls outside the Account Terms & Conditions, your funds may be returned to your bank account.
- 9.3 Interest will be paid from the date funds are received into the account.

10. Withdrawing funds from your savings account online

- 10.1 When you open a new savings account online or where you accept the Account Terms & Conditions to change an account opened in a branch using a passbook to an online operated account and you are permitted to make withdrawals, you may be asked to provide details of your nominated bank account. This bank account must be held solely or jointly in your own name. When you request a withdrawal from your savings account online, you will only be permitted to send funds to the nominated bank account. You may only set up one nominated bank account per savings account, even where your savings account is a joint account. You will not be able to send funds to any other bank account, other than the bank account you have nominated. You will be asked to confirm the details of the transfer (withdrawal) you wish to make from your savings account to your nominated bank account and confirm you wish to proceed. We will use the second factor authentication method you select e.g. SMS (text) / WhatsApp to confirm your withdrawal before proceeding. The withdrawal must be in line with the Account Terms & Conditions.
- 10.2 One withdrawal online per day, per account, is permitted up to a daily maximum of £250,000. Withdrawals between £1 and £20,000 may, depending on the time of your request, reach your nominated bank account within a few hours, but no later than 2 business days and on a business day. Withdrawals over £20,000 will take longer, but no later than 3 business days and on a business day. In addition, we may carry out additional checks for withdrawals over £50,000. Business days are Monday to Friday, 9am to 5pm, excluding bank holidays.

If you have any questions, please Submit an Enquiry, or contact our Online Support Team on 0800 0294 997.
- 10.3 If you edit your nominated bank account details online, you will not be able to request a withdrawal for a period of 7 days from the date of the change. Once the 7-day period has expired you may then request your withdrawal, which will be processed in accordance with the timeframes set out in 10.2.
- 10.4 We will only use SMS (text) / WhatsApp as a second factor authentication when you wish to close or make a withdrawal to your nominated bank account.
- 10.5 When you make a withdrawal from your savings account online, we will ask you to provide a reference to help you identify the transaction when it is received into your nominated bank account. The responsibility for showing the reference you provide us will be with your receiving bank.
- 10.6 If you make a withdrawal from your savings account online and transfer to another Progressive savings account online, provided the account is eligible to be operated online and you have accepted the Account Terms & Conditions, the transfer will be made and received immediately. You will then be able to view the transfer being withdrawn from one account and being received by the other account, on the same day, where you have accepted the Account Terms & Conditions for both accounts online.

11. Devices

- 11.1 You must have a device that is compatible with our systems and is running a compatible internet browser to use Progressive Online and to receive notices and information from us through this service. If your device does not meet our requirements, then you may not be able to access and use Progressive Online.
- 11.2 Our system and device requirements for using Progressive Online can be found on our website <https://www.theprogressive.com>
- 11.3 We may change the version of the browser or operating system Progressive Online works with at any time. We will give you reasonable notice in advance if we do this. Some features may not be available on all platforms or operating systems. You may visit our website for more information.
- 11.4 You must ensure that the device you use for Progressive Online remains secure. You should not leave your device or computer unattended when you are logged onto Progressive Online and you should ensure any information stored or displayed on your device is kept secure.

12. Availability of Progressive Online

- 12.1 Progressive Online will usually be available 24 hours a day but we do not guarantee that Progressive Online, or any content on it, will always be available or uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of Progressive Online for business and operational reasons including when we carry out maintenance, upgrades, or updates to Progressive Online. In circumstances where we know access to Progressive Online may be interrupted or when Progressive Online will not be available to you, we will try to notify you in advance but there may be times when we are unable to notify you in advance, for example, when we need to carry out emergency maintenance. Any notifications about availability will be on our website <https://www.theprogressive.com> or on Progressive Online. If you need to contact us whilst Progressive Online is unavailable, please contact our Online Support Team on 0800 0294 997.
- 12.2 We will not be liable to you for any loss you suffer as a result of Progressive Online being unavailable to you, for however long the period might be. We will not be liable to you because you will still be able to use your account (e.g. by coming into a local branch) and contact us by other means (e.g. by telephoning our Online Support Team on 0800 0294 997). Please contact us if you're unable to use the service and we'll do our best to help you.

13. Errors and Viruses

- 13.1 Although we make reasonable efforts to update the information on our site and that we make available through Progressive Online, we make no representations, warranties or guarantees, whether express or implied, that the content on our site or Progressive Online is accurate, complete or up to date.
- 13.2 We are not responsible for viruses and you must not introduce them.
- 13.3 We will maintain virus protection in accordance with good industry practice, but we do not guarantee that Progressive Online will be secure or free from bugs or viruses.
- 13.4 You are responsible for configuring your devices and other information technology systems, computer programmes and platform to access Progressive Online. You should use your own virus protection software.

14. Use of your personal data

- 14.1 We are committed to keeping your information secure and private. We will only use your personal information as set out in our privacy policy. A copy of our privacy policy can be found on our website <https://www.theprogressive.com>, the terms of which are expressly incorporated into these Terms & Conditions by reference.

14.2 You should note that all calls to us may be recorded and/or monitored.

15. Security Information

- 15.1 You must always keep your security details (including your user ID, password, second factor authentication method and login details) safe and secure. You should choose a strong and secure password and you must keep your security details confidential. You must not disclose your security details to any third party.
- 15.2 We may ask for your email address when you contact us, but we will never ask you to give us your full security details (including your password).
- 15.3 You must register online using your own unique email address. If joint applicants have provided one email address (e.g. a shared email address), only one can register for Progressive Online. If the other applicant would like copies of the mortgage or savings documentation, please contact your mortgage Intermediary or your local Progressive branch.
- 15.4 You must follow any instructions we give you from time to time regarding the safe keeping and use of your security details (including your user ID, password, second factor authentication method and login details).
- 15.5 We have the right to disable any user ID or password at any time, if in our reasonable opinion, you have failed to comply with these Terms & Conditions.
- 15.6 We may suspend or block your access to Progressive Online if you incorrectly enter your security details. You must then follow the online instruction to reset your password or contact the Online Support Team on 0800 0294 997 to re-enable use of the facility.
- 15.7 We have taken reasonable steps to ensure that Progressive Online 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.
- 15.8 You should not access your account from any public internet access point such as a library, public transport, hotels, shops or cyber café etc.
- 15.9 To enhance the security of your connection to Progressive Online and assist in the prevention of fraud, we will utilise a unique session specific security token.

16. If you think someone knows your security details

If you think that someone else knows your security details and you are unable to get into Progressive Online to change it, you should promptly notify us by contacting our Online Support Team on 0800 0294 997. If you do not do so, you will be responsible for any instruction we receive and act on, even if it was not given by you. We will then suspend or block access to Progressive Online until you are able to change the information.

17. Acceptable use of Progressive Online

- 17.1 You may not use Progressive Online:
- 17.1.1 in any way that breaches any applicable local, national or international law or regulation;
 - 17.1.2 in a malicious manner;
 - 17.1.3 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; or
 - 17.1.4 to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, logic-bombs, time-bombs, keystroke loggers, spyware, adware or any or other material that is malicious or technologically harmful or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 17.2 You also agree not to access without authority, interfere with, damage or disrupt:

- 17.2.1 any part of Progressive Online including another user's account;
 - 17.2.2 any equipment, server, network, computer on which Progressive Online is stored;
 - 17.2.3 any database connected to our site or Progressive Online;
 - 17.2.4 any software used in the provision of Progressive Online; or
 - 17.2.5 any equipment or network or software owned or used by any third party.
- 17.3 You must not seek to modify or hack into Progressive Online or attack Progressive Online through a denial-of-service attack or a distributed denial-of service attack.
- 17.4 You must not attempt to gain unauthorised access to Progressive Online, the server on which Progressive Online is stored or any server, computer or database connected to Progressive Online.
- 17.5 You must not reproduce, duplicate, copy or re-sell any part of our site or Progressive Online in contravention of the provisions of these Terms & Conditions.
- 17.6 We shall be entitled to immediately terminate, block, withdraw or suspend your access to Progressive Online if we have reasonable grounds to believe that you have breached any of the provisions set out in this paragraph 17 and/or attempted to gain access to our programs, systems, Progressive Online, or to accounts of other Members, or have attempted to introduce any viruses into our services, systems or Progressive Online.
- 17.7 By breaching this paragraph 17, you may commit a criminal offence under the Computer Misuse Act 1990. We may report any possible criminal offence to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them.

18. Acting on online instructions

- 18.1 You are responsible for all instructions given through Progressive Online, by you or anyone acting with your authority.
- 18.2 We will carry out your requests following instructions given to us through Progressive Online by you or anyone acting with your authority.
- 18.3 We may refuse to act on instructions which would result in you failing to comply with these Terms & Conditions or the Terms & Conditions applying to your savings account and/or mortgage account, or if we exercise our rights in accordance with the Terms & Conditions applying to your savings account and/or mortgage account.

19. Fee(s) for mortgage

- 19.1 In some instances, a fee or fees may be payable in respect of your mortgage/application e.g., valuation fee, administration fee etc. If this is the case, we will inform you of the amount of the fee or fees prior to completion of your mortgage or when the fee or fees are payable by you.
- 19.2 We may inform you when a fee or fees are payable by means of a telephone call or by other personal correspondence to you. We may also inform your Mortgage Intermediary when a fee or fees are due to be paid by you.
- 19.3 You may choose how to pay a fee or fees which are due to be paid by you e.g. directly to one of our Progressive Branches e.g. by cheque, debit card or by cash. If you are paying a fee or fees by cash, you must visit one of our Branches to obtain a receipt from us for payment of your fee or fees. Alternatively, you may visit one of our Branches to pay the fee or fees by cheque or debit card. Should you wish to pay by debit card, you may do so by telephoning one of our Branches.
- 19.4 Your mortgage offer will state whether a fee or fees are due to be paid or if they have already been paid by you.

20. Account documentation

- 20.1 If you have an existing savings account with us and you have registered for Progressive online, you can opt to view your annual statement of interest online. You should ensure that your preferred communication preferences are kept up to date. We reserve the right to communicate with you by post, email, SMS/Whatsapp, to provide you with important information about your account (e.g. account statements).
- 20.2 You may be able to view other information regarding your mortgage or savings account on Progressive Online.
- 20.3 If you select a new mortgage through Progressive Online, and you have provided your own unique email address and have registered for Progressive Online, we will provide the following documentation through Progressive Online: Mortgage Illustration; Mortgage offer; Mortgage conditions and related correspondence to you. These documents will be available to you on your home page.
- 20.4 If a joint applicant has not registered for Progressive Online and they would like copies of the mortgage documentation, they may contact their mortgage Intermediary or local branch.
- 20.5 We may provide documentation to you by post to the residential address we have on record, if required.

21. Charges

- 21.1 We currently do not charge you for using Progressive Online but there may be charges for certain types of transactions which can be carried out through Progressive Online. Please see the Terms & Conditions of your savings account and/or mortgage offer. Our current Tariff of Charges can be found on our website <https://www.theprogressive.com>
- 21.2 We may, in the future, introduce a charge for using Progressive Online. We will not introduce any form of charges without letting you know first. Please see the section headed 'Changes to these Terms & Conditions & Progressive Online' at paragraph 23.

22. Suspending and ending your use of Progressive Online

- 22.1 These terms will apply for as long as you have access to Progressive Online.
- 22.2 Should you no longer want access to Progressive Online, or should you wish to cancel this contract, please contact our Online Support Team on 0800 0294 997 or contact us using the details in paragraph 1.2.
- 22.3 We may de-activate you from Progressive Online (which will result in you being unable to use Progressive Online) or ask you to reconfirm your details if:
 - 22.3.1 you do not log in and use Progressive Online within three months of first registering for it; or
 - 22.3.2 you have not used Progressive Online for over 13 months; or
 - 22.3.3 we reasonably believe that the device you use to access Progressive Online poses any kind of threat to that service – for example, if it is infected with a virus or malware.
- 22.4 If we de-activate you from Progressive Online for one of the above reasons, we may, at our sole discretion, allow you to re-activate your access for Progressive Online if you wish to use it in the future. You will need to contact us in the first instance if this is the case.
- 22.5 We may suspend or cancel your right to use Progressive Online under certain circumstances in accordance with the Terms & Conditions that apply to your savings and/or mortgage account. We'll try to tell you in advance (including reasons) or, if we cannot, immediately afterwards, unless, in each case, this would compromise our reasonable security measures, or it is unlawful to do this. We'll lift any suspension once the reason for the suspension has ended.
- 22.6 We may immediately suspend or terminate, suspend, restrict, withdraw or stop (either temporarily or permanently) your use and access of Progressive Online where:
 - 22.6.1 we believe that your security details haven't been kept safe;
 - 22.6.2 we suspect that your security details have been used fraudulently or without your permission;

- 22.6.3 we believe it is necessary to comply with a legal or regulatory requirement;
- 22.6.4 we believe that you have knowingly given us false information about yourself;
- 22.6.5 we believe it's appropriate in order to protect your account;
as appropriate, in accordance with paragraphs 15.6, 16 or 17.3.
- 22.7 We may take one of the following actions if you breach these Terms & Conditions in any way: -
 - 22.7.1 Immediate, temporary or permanent withdrawal of your right to use Progressive Online.
 - 22.7.2 Issue a warning to you.
 - 22.7.3 Bring legal proceedings against you to recover damages we have suffered arising from or connected with your breach and, in such circumstances, we may seek reimbursement of our costs (including, but not limited to, reasonable administrative and legal costs) incurred in relation to that breach.
 - 22.7.4 Bring other legal action against you, which may include, for example, seeking an injunction to prevent any further breach.
 - 22.7.5 Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
- 22.8 We'll usually tell you before or immediately after we take any of the steps in paragraph 22.7. We'll also explain why we've done so, unless we're unable to contact you or there's a legal or security reason which means we can't provide an explanation.
- 22.9 If your access to Progressive Online is suspended, terminated or otherwise stopped and/or this contract is terminated or suspended, this will not have any impact on your mortgage or other accounts and products with us, unless we also take action under the Terms & Conditions that apply to the relevant account, savings and/or mortgage account. You will still be able to use your accounts (e.g. by coming into a local branch). Please contact the Online Support Team on 0800 0294 997 for more information.

23. Changes to these Terms & Conditions and to Progressive Online

- 23.1 When making any changes we'll always act proportionately and responsibly in the broader interests of our members.
- 23.2 We can predict some of the reasons why we might need to make changes to these Terms & Conditions or Progressive Online. Please note, these are non-exhaustive and are provided as an example only. These are:
 - 23.2.1 Because of changes in costs for running our business or for providing new or existing services to you, including changes in our costs of funding. For example, these costs could include administrative costs, employment costs, building costs and technology costs, or changes in costs of a service or benefit provided by us or by anyone else. For example, if our operational costs increase, we may allocate a proportion of these costs to our Progressive Online customers.
 - 23.2.2 Because of developments in technology, or in the way the financial services industry generally delivers services. For example, to reflect advances in digital banking.
 - 23.2.3 To respond to changes, or reasonably anticipated changes, in the law or codes of practice which apply to us or because of a decision by a court, ombudsman or regulator.
 - For example, the Financial Ombudsman could make a ruling in relation to a particular customer which has a knock-on impact on our other customers, which may mean we need to change our Terms & Conditions.
 - 23.2.4 To meet regulatory requirements.

- For example, to reflect any changes in requirements or guidance from a Regulator or to make sure we can continue to meet existing requirements or guidance. This includes requirements affecting the amount of money we have to hold in reserve. To withdraw functionality (for example, due to customer demand for services and features).
- 23.3 If we want to make a change that's beneficial to you, we don't need a reason to make that change but will inform of you that change in accordance with paragraph 23.4 below.
- 23.4 How and when we'll tell you about a change depends on the type of change we're making.
- 23.4.1 When we will give you two months' notice:
- If we introduce a charge for using Progressive Online or make any changes to an existing charge for using Progressive Online, we will give you no less than two months' notice and we will tell you by writing to your address or by telling you personally in an electronic format that is equivalent to writing, such as by email.
- 23.4.2 When we will give you a month's notice:
- We will normally give you 30 calendar days' notice before any change to these Terms & Conditions or any withdrawal of services takes effect unless it is not practical or possible to do so, in which case we will tell you as soon as we can after the change takes effect. We will notify you of the change through Progressive Online or by personal notice such as a letter or email to the addresses that we hold for you if we consider it appropriate to do so. The new Terms & Conditions and/or details of the amended services may be displayed on screen and you may be asked to read and accept them the next time you log in. Since we can give you notice of changes to the Terms & Conditions/services within Progressive Online itself we recommend that you log on at least every 14 calendar days.
- 23.4.3 When we will make the change without giving you advance notice:
- We may change the layout, configuration or content of Progressive Online, introduce new features, withdraw features, change the way that services are provided and/or introduce new services at any time. We can do this without giving you prior notice, provided these changes:
 - do not have a serious adverse effect on the existing services we provide to you at the time of the change; and
 - do not change your legal rights under these Terms & Conditions.
- 23.5 When we don't have to give you advance notice of changes to the Terms & Conditions/services within Progressive Online, notifications will be provided online and we recommend that you login to Progressive Online at least every 14 calendar days.
- 23.6 If you hold a joint account and we need to contact you in writing or another method, we'll send this information about any changes to these Terms & Conditions (including information about the introduction of a charge) or Progressive Online to the address or contact details of the first person named on our records only, even if you live at different addresses, unless we are required by law to contact you both.
- 23.7 If you're not happy with a change we tell you about in advance, and you decide you would like to end the service, you can do so in accordance with paragraph 22.2. If we don't hear from you within 30 calendar days (or within two months if we've notified you that far in advance) of us telling you about the change, we'll take it to mean that you've accepted the change.
- 24. Our Responsibility for Loss or Damage suffered by you**
- 24.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

- 24.2 Different limitations and exclusions of liability will apply to liability arising as a result of any accounts you hold with us. Please refer to your Account Terms & Conditions.
- 24.3 Please note that we only provide our website and Progressive Online for domestic and private use. You agree not to use our website or Progressive Online for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 24.4 If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

25. Information on Progressive Online

- 25.1 We are the owner of all intellectual property rights in Progressive Online, and in the material and information published on Progressive Online. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You are not permitted to download, reproduce, store or transmit any information on Progressive Online other than for your own personal use. If you print off information, data, text or forms, you must not alter, amend, or copy them.
- 25.2 The information provided through Progressive Online does not constitute financial or other professional advice. If you want to take up any services or products through Progressive Online, please seek further information from us or an Independent Financial Advisor or other professional advisor.
- 25.3 Although we make every effort to update the information available through Progressive Online, we make no representations, warranties or guarantees, whether express or implied, that the content available through Progressive Online is accurate, complete or up to date.

26. Linked websites

Where Progressive Online contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

27. Applicable laws & where to bring proceedings

The Terms & Conditions are governed by the laws of Northern Ireland. You can bring legal proceedings in the Northern Ireland courts but if you live in another country, you can bring a claim in the courts which are local to you.

28. Other important terms

- 28.1 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these Terms & Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 28.2 Even if we delay in enforcing these Terms & Conditions, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these Terms & Conditions, or if we delay in taking steps against you in respect of your breaking any of these Terms & Conditions, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 28.3 If there are any delays, interruptions or failures in the performance of our obligations under these Terms & Conditions caused by an event outside of our control, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays, interruptions or failures caused by the event, but if there is a risk of substantial delay, you may contact us to end the contract.

- 28.4 Nobody else has any rights under these Terms & Conditions. These Terms & Conditions apply between you and us. No other person shall have any rights to enforce any of these Terms & Conditions.
- 28.5 We may transfer our rights and obligations under these Terms & Conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. This contract is personal to you. You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these Terms & Conditions to another person if we agree to this in writing.

29. Regulatory Information and Complaints

- 29.1 We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register Number is 161841. We are a member of the Building Societies Association.
- 29.2 We have an internal complaints procedure should you wish to complain about any aspect of the Progressive Online service. Branch staff will explain the procedure to you and give you a copy of our internal complaints procedure leaflet, or visit our website <https://www.theprogressive.com>. If you have followed our complaints process but you disagree with the response you can refer the matter to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Tel: 0800 023 4567 or 0300 123 9123, email: complaint.info@financial-ombudsman.org.uk, website: financial-ombudsman.org.uk
- 29.3 We are a subscriber to the Financial Services Compensation Scheme. To find out more, see the Scheme's website fscs.org.uk, call them on 0800 678 1100 or 020 7741 4100, email them at enquiries@fscs.org.uk, fax them on 020 7892 7301 or write to them at Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.