

SAVINGS ACCOUNT TERMS AND CONDITIONS

APRIL 2016

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NEW GENERAL TERMS AND CONDITIONS FOR HINCKLEY & RUGBY BUILDING SOCIETY SAVINGS ACCOUNTS – EFFECTIVE APRIL 2016

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NEW GENERAL TERMS AND CONDITIONS FOR HINCKLEY & RUGBY BUILDING SOCIETY SAVINGS ACCOUNTS : INFORMATION SECTION

HOW TO CONTACT US

You can contact us by:

- visiting, or by writing to, our Principal Office at Upper Bond Street, Hinckley, Leicestershire LE10 1DG or any of our branches or agencies listed at Appendix 2 of this booklet;
- telephoning our helpline number 01455 251234;
- visiting our website hrbs.co.uk;
- emailing us at enquiry@hrbs.co.uk.

To help maintain service and quality, some telephone calls may be recorded and monitored.

Please note that ways of contacting us may be restricted in relation to certain products. If so, this is mentioned in the product leaflet and terms and conditions of the particular account.

GENERAL INFORMATION

Please let us know if we can improve the services we offer you. We will always listen carefully and respond to your needs to ensure that you feel welcome at all of our branches. If you have a disability we will find the best way to provide you with any of our services. Branch staff are always happy to spend time with you discussing our products and services and there are private interview facilities available if you prefer. All our branches can let you have copies of our documents in larger print and we try to ensure these documents are written in plain English. We provide microphones and audio loop systems at all our branches and magnifying glasses are available at our counter positions.

AVAILABILITY OF OUR PRODUCTS AND OUR LATEST INTEREST RATES

The Society's savings accounts are only available to customers who are citizens and tax residents of the UK only.

Website

You can visit our website at any time at hrbs.co.uk to obtain details of all accounts available from us together with up to date interest rates on open and closed issues together with historical rates which we will show for at least six months. Rates will be updated on our website within three working days of any change. The website will also contain a link to the Bank of England base rate for reference purposes.

Branches

Our staff will be pleased to assist you in our branches when you are choosing a suitable product or service to meet your needs. Our branches will display notices of current rates.

Postal Accounts

Details of currently available accounts, including any special postal accounts, can be found on our website hrbs.co.uk or by calling our dedicated postal helpline 01455 894062 or by visiting any branch.

Telephone

You may telephone our general helpline 01455 251234 to obtain details of any account and up to date interest rates.

CUSTOMER SERVICES AND 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 ask our staff who will tell you how to make a complaint using our complaints system. You may request our complaints information 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 keep you informed of our progress. We will endeavour to deal with your complaint within eight weeks, or explain to you why we cannot make a final response to you in this time. 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 Principal Office. The standards we set meet those that are required by the Financial Conduct Authority.

DEPOSIT GUARANTEE SCHEME

Hinckley & Rugby Building Society is covered by the Deposit Guarantee Scheme. Please ask for a copy of our Deposit Guarantee Scheme Information Leaflet for full details.

OPENING AN ACCOUNT

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

- a completed application form;
- at least the minimum investment amount for the type of account; and
- proof of your identity and your address.

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.

IDENTIFICATION REQUIREMENTS FOR NEW CUSTOMERS

We are required by law to check the identity and address details of all account holders. We may do this electronically, using a credit reference agency, or ask for documentary evidence (one document being required from each of the two lists shown below and no single document can be used to verify both your name and address.) Documents printed from the Internet are not acceptable.

List 1 – Proof of your name

Under 18 only – Birth Certificate, NHS Medical Card or National Insurance Card

Current signed Passport

Current UK Photocard Driving Licence

Current full UK Driving Licence

Most recent evidence of:- entitlement to a state or local authority funded benefit, HM Revenue & Customs Tax Credit, State Pension, Government issued educational or other grant

Current Firearms Certificate or Shotgun Licence

List 2 – Proof of your address

Recent utility bill

Local authority Council Tax demand letter or statement (valid for the current year)

Recent bank or building society statement (not printed off the Internet)

Current UK Photocard Driving Licence

Current full UK Driving Licence

Recent credit/debit card statement

Most recent evidence of:- entitlement to a state or local authority funded benefit, HM Revenue & Customs Tax Credit, State Pension, Government issued educational or other grant

Instrument of a court appointment, such as a liquidator or Grant of Probate

For an item listed as 'recent' this means not more than 3 months old. It is not advisable to send documents bearing your photograph through the post.

If you cannot provide one item from each list, please contact us for further guidance.

If you already have an account with the Society, and the details we have about you have not changed, then we may not need to check your name and/or address. Please enquire for further details.

We reserve the right to carry out any further checks on your identity if we think we need to do so in order to comply with our legal obligations. You will need to let us have additional evidence if you change your address. For further details, see the terms and conditions mentioned below. As part of these checks, we may make searches with credit reference agencies.

We may delay or decline the processing of your application or instructions until we have satisfactory evidence of your identity.

TERMS AND CONDITIONS

The terms and conditions that apply to all our savings accounts are set out on pages 8 to 20 of this booklet. Special conditions may apply to particular types of account. You will find them in the product leaflet dealing with these accounts.

You should read the terms and conditions carefully. If there is anything in them you do not understand please ask us.

You have a right to obtain a copy of the terms and conditions that apply to your account at any time while it is open.

CHANGING YOUR MIND

This section does not apply to fixed rate accounts (other than a fixed rate cash ISA), or to accounts where the price depends on rises and falls in the financial markets outside our control that may happen in the cancellation period.

If you open a new account and then change your mind, then as long as you tell us by writing to us at our Principal Office within 14 days after the contract is entered into (or, if later, 14 days from the day you first receive, on paper or electronically, the terms and conditions and other information relating to it) you can:-

- have your money back; or
- switch to another available account.

In this case, you will not have to:-

- give any period of notice;
- lose any interest on the account you are closing, or
- pay any other charges.

TAX

With effect from 6 April 2016, interest will be paid on savings accounts without any deduction being made in respect of personal Income Tax liability.

JOINT ACCOUNTS

Unless the special conditions for a particular account specify otherwise, accounts can be opened in the names of 2 or more people (up to a maximum of 4). Although joint accounts can be convenient, it is very important that you understand the consequences of having an account in more than one name.

These are set out in condition 16 of the terms and conditions on page 17 of this booklet.

IN THE EVENT OF THE DEATH OF AN INVESTOR

In the event of the death of a joint account holder please see Condition 16.4 in the General Terms and Conditions.

In other circumstances if an investor dies and does not have more than £15,000 invested in total with the Society then we can pay that sum to any person who claims to be beneficially entitled on receipt of an indemnity and following sight of a death certificate. Otherwise the Society will require sight of the Grant of Probate or Letters of Administration.

DATA PROTECTION AND CONFIDENTIALITY

Under data protection laws you have the right to see the personal records we hold about you. You will have to pay a fee (currently £10) if you want to exercise this right. Please contact us at our Principal Office for more details.

Data held by us about you will be kept while you are a customer and may be held for six years after your relationship with us as a customer has ceased. You can always let us know if information we hold about you has changed, so that we can make sure it is updated.

More details of the information we hold about you, and what we use it for, are contained in the application form.

We will treat all your personal information as private and confidential (even when you are no longer a customer).

We will not give your details to anyone (even other companies in our group) unless:

- we have to give the information by law;
- there is a duty to the public to disclose it;
- you request us to disclose it, or we have your permission to do so; or
- our interests require us to give the information (for example, to prevent fraud). We will not use this as a reason for giving information for marketing purposes.

MARKETING OF SERVICES

To help you keep up to date with our products and services, we may tell you about these. We may also tell you about another company's products or services. Should you wish to receive this information you can let us know at any time. Our account application forms have boxes that you can tick to say you do want to receive this information.

We will write to you at least once every three years to remind you that you can ask to receive this information. This reminder may be contained in the Summary Financial Statement or other literature that we regularly send you.

MEMBERSHIP RIGHTS

Individuals holding share accounts with the Society are members of the Society and are bound by our Rules. You can get a copy of the Rules by asking at any of our offices.

The Rules set out the rights and obligations attaching to membership. While joint account holders are all members, only the first-named can exercise any membership rights (for example, the right to vote at meetings) arising from the account.

BRANCH OR AGENCY CLOSURES

If we plan to close or move your branch or agency, 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. We will place a prominent notice in the branch or agency informing you of the nearest branch or agency office and alternative facilities you may use in order to operate your account with the Society. Personal notification will also be given to you if we decide to replace your branch or agency with automated provisions or reduce the branch or agency opening times by thirty per cent or more.

WHAT YOU CAN DO TO PROTECT YOUR ACCOUNTS

You can help prevent misuse of your account by:

- taking care of your passbook and other account information and letting us know as soon as possible if your passbook is lost. The best way to let us know is by telephoning us on our helpline number 01455 251234;
- letting us know as soon as possible of any change in your name, address, telephone number or email address (if this is how we communicate with you), or if you do not receive any information that you were expecting to receive from us;
- updating and checking your passbook regularly;
- taking care when disposing of information about your account (people who commit fraud use many methods such as “bin raiding” to get this type of information - you should take simple steps such as shredding printed material);
- co-operating with us (or the police) in investigating transactions; and
- never giving your account details or security information to anyone unless you know who they are and why they need them.

Please also see Condition 19 on page 18 of this booklet.

Cheques made payable to the Society must also include details of the account holder(s) or the account number (for example, “Hinckley & Rugby Building Society A/c J Smith”); otherwise we will not accept them for payment into an account. This is to protect against fraud.

CHEQUE CLEARING

Our normal practice is to allow withdrawals against a cheque 6 business days after it has been paid in. Interest on a cheque paid in will be calculated from the day after we receive it. For more details, please see conditions 7.3 and 13 of the terms and conditions on pages 10 and 16 of this booklet.

HINCKLEY & RUGBY BUILDING SOCIETY

NEW GENERAL TERMS AND CONDITIONS FOR BUILDING SOCIETY SAVINGS ACCOUNTS

1 Introduction

- 1.1 These terms and conditions (referred to as the “Conditions”) apply to all savings accounts with the Society, except if they are inconsistent with special conditions for particular accounts (in which case, those special conditions will apply). The Conditions apply to successive operations or a series of operations of the same nature to be performed over time in respect of your accounts.
- 1.2 In the Conditions:-
- “the Society”, “we”, “us” and “our” refer to Hinckley & Rugby Building Society;
 - “you” and “your” refer to holders of savings accounts; and
 - “business day” means a day other than a Saturday, Sunday or bank holiday.
- 1.3 If you are a company, other form of corporation, partnership or unincorporated body (such as a club), please refer to Condition 24.
- 1.4 You have the right to obtain a copy of these Conditions at any time while your account is open. You can do this by writing to us at our Principal Office or asking in person at one of our branches or our Principal Office or looking on our website.

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 Rules is available on request at any of our branches or Principal Office or by looking 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, namely 4(4) to (7), 5, 6(1) to (3), 8(4) and (5). These Rules apply to deposit account holders (as if they were shareholding members), except to the extent that they are inconsistent with these Conditions.
- 2.3 If your account becomes overdrawn then, unless we have consented to the amount of the overdraw, you will stop being a member in respect of the account from the date we decide.
- 2.4 The Society shall have absolute discretion without giving any reason to refuse to issue a share to any person.

3 Opening an account

The Society’s savings accounts are only available to customers who are citizens and tax residents of the UK only.

- 3.1 We will require evidence of identity and address before an account is opened. If we receive money without evidence of identity that is satisfactory to us, then we may return the money or retain it pending instructions from any relevant authority.
- 3.2 Once you have opened an account, you have 14 days after the contract is entered into (or, if later, 14 days from the day you first receive, on paper or electronically, these terms and conditions and other information relating to the account) to notify us in writing at our Principal Office that you want to change your mind. If you notify us within this time, we will help you switch to another of our accounts or (assuming we have received cleared funds) give you back your money promptly together with any interest it has earned. We will ignore any notice period and any extra charges. **Please note that this Condition 3.2, and the option to change your mind, do not apply to fixed rate accounts (other than a fixed rate cash 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, (in other words, not sold at a distance).**

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.

4 Account details

- 4.1** The address that you provide in the application form for the account will be the registered address for you, and will remain the registered address for you until it is changed in our records.
- 4.2** It is your responsibility to notify us of any change of address immediately. You should also notify us of any change of name and telephone number. All notifications must be in writing.
- 4.3** You agree to produce evidence of any new name or address, if we ask to see it. If your account has a passbook, you must send or produce it to us so that we can note the change of details.
- 4.4** You agree to provide us with specimen signatures, if we ask for them.
- 4.5** If you have more than one savings account with us, you must make sure that the registered address we have for you is the same in respect of each account.
- 4.6** If
- you lose your passbook; and
 - at or about the same time you notify us of a change of address,

then after you have;

- (a) provided such evidence regarding the loss;
- (b) notified and co-operated with the police;
- (c) given any indemnity; and
- (d) paid any fee

which we may require, we will transfer the amount in the account in our records to a new account and afterwards shall issue you with a new account document after seven days. Withdrawals cannot be made for seven days from the date you report your account document lost.

- 4.7** Your account number is unique, please quote this in correspondence with us. You will also need this when paying money in.
- 4.8** In the event that you have not transacted on your account for three years we may ask you to produce documentation to identify yourself.

5 Minimum and maximum account balances

- 5.1** The minimum and maximum amounts that can be held in any particular account are set out in the special conditions for that account.
- 5.2** We can close an account if the amount in it is below the minimum for that account. We will give you at least 30 days' 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.
- 5.3** The overall maximum holding by any one person in respect of all savings accounts with the Society is £300,000.

6 Paying money into your account

- 6.1** Unless special conditions for a particular account specify otherwise, you can generally pay money into your account at any of our branches or agencies during our normal opening hours (branch and agency details are given at Appendix 2 of this booklet), or by bank transfer or post. However, for security reasons we do not accept cash sent by post. Please see Condition 7.3 regarding when interest becomes payable.
- 6.2** For security reasons, we reserve the right to refuse to accept large sums of money in notes or coins.
- 6.3** You can pay money into your account by standing order (although you will need to set this up direct with your bank).
- 6.4** Cheques made payable to the Society will only be accepted for payment into an account if they contain additional details (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.

- 6.5 When paying in money by cash or cheque, you will need to produce your passbook or provide your account number.
- 6.6 When paying money in by electronic transfer (CHAPS, Faster Payments or standing order) you will need to provide the following details to your bank:-
- Society's Sort Code:- 40-24-19 (HSBC Hinckley)
 - Society's Account Number:- 81228218
 - Your Hinckley & Rugby 11 digit savings account number

If you arrange for money to be paid into your account by electronic transfer it is your responsibility to ensure that all your account details are provided correctly. If your name and account number are not quoted the payment will be returned.

- 6.7 Money paid into your account by cash or electronic transfer will be available for withdrawal immediately after we receive it, subject to Condition 9. Any sums received by us outside normal business hours or on a non-business day will be treated as having been received when we are next open for business on a business day. Please see Condition 13 below regarding cheques.
- 6.8 Payments into your account can only be made in £ Sterling.

7 Interest

- 7.1 With effect from 6 April 2016 interest will be paid without any deduction being made in respect of personal Income Tax liability.
- 7.2 We will tell you the interest rate that applies to your account (and when it is paid or credited) when you open it. This information is also available:-
- in our Interest Rates leaflet;
 - on our website;
 - on our telephone helpline;
 - by asking our staff at our branches; and
 - by looking at notices in our branches.
- 7.3 On our accounts we generally:-
- calculate interest on a sum deposited in cash or by electronic transfer from the day we receive it. Any sums received by us outside normal business hours will be treated as having been received when we are next open for business on a business day.
 - calculate interest on a sum deposited by cheque from the day after we receive it.
 - calculate interest on a sum withdrawn up to and including the day before you make the withdrawal.
 - give you the choice of having the interest added to the account, paid into another account with us, or paid into your bank account. Some of our savings accounts do not allow interest to be added to the account.

However, this may vary depending on the type of account. You should check the special conditions for particular accounts. Further details of how and when interest is payable is contained in our Interest Rates leaflet and literature relating to particular accounts. The Society does not accept cheques drawn on a bank or institution outside the United Kingdom or in currencies other than £ Sterling.

- 7.4 Subject to any special conditions that apply to particular accounts (for example, fixed rate or tracker accounts), we can change interest rates as set out in Conditions 7.5 to 7.6 below.
- 7.5 We may change interest rates 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 that are expected to apply in the near future):-
- to respond to changes in the Bank of England base rate (including the interest rates paid on similar accounts by other providers of financial services);
 - to respond to changes in the law or the decision of a court or ombudsman;
 - to meet relevant regulatory requirements;
 - to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection;
 - to respond to changes to our costs, including administration costs and costs incurred in providing the account.

Any change we make to interest rates will be proportionate to the circumstances giving rise to the change.

- 7.6** 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 appropriate.
- 7.7** Except where the account is a fixed term account, we can also change the rate of interest by notifying you personally before the change comes into effect.
- 7.8** Changes may include the introduction or alteration of “bands” 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.
- 7.9** Where the change is an increase in the interest rate we will tell you about it:-
- (except for accounts not run mainly through our branches) by placing notices in our branches, on our website and in two daily newspapers within 3 working days of the change. The current newspapers we use are listed in our Interest Rates leaflet; or
 - within 30 days of the change, by letter, e-mail (if you have told us you want to be contacted in this way and we have agreed this option) or other personal notice.
- 7.10** Where the change is a reduction in the interest rate, we will give you written notification of the change before it comes into effect.

This does not apply to:

- 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
- fixed rate or tracker accounts or
- if the change is not material.

For this purpose, a change is “material” if your account has a balance of £500 or more at the time the decision is taken to change the interest rate, and:

- the reduction is more than 0.25%; or
- the reduction is 0.25% or less and this will result in there having been a cumulative downward movement of the account’s interest rate over the preceding 12 months of 0.50% or more.

Where the reduction is not material, we will tell you about it in one of the ways mentioned in Condition 7.9.

- 7.11** If we notify you of a material reduction in the interest rate under Condition 7.10, or if the change is made under Condition 7.7, then either:
- the notification will be provided at least 14 days before the rate change. You will then have a period of 30 days from the date of the notification during which you may close or switch your account without having to give any period of notice or having to lose any interest or pay additional charges; or
 - the notification will be provided at least 14 days plus the period of notice applicable to the account (or 30 days if longer than the notice period) before the rate change. In this case the normal notice period for making withdrawals from or closing the account will apply.
- 7.12** 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.
- 7.13** The information on our telephone helpline and our website will be updated within three working days of an interest rate change.

7.14 Offset Savings Accounts

Linked Offset Savings and Offset Mortgage Accounts must be held in the same customer’s name(s). No interest is payable upon funds held in an Offset Savings Account linked to an Offset Mortgage Account. Instead an equivalent amount of interest is offset and not charged to a linked Offset Mortgage. Funds credited to an Offset Savings Account are not permitted to exceed the balance outstanding on a linked Offset Mortgage Account.

Deposits made using “Faster Payments” are credited to an Offset Savings Account on the next business day following the day of payment. Bank transfers via BACS or CHAPS from a bank account to an Offset Savings Account will be credited upon the day of receipt.

Any funds withdrawn from an Offset Savings Account will not be offset against a linked Offset Mortgage from the date of withdrawal. The minimum withdrawal or transfer sum permitted is £250.

8 Account charges

- 8.1** We may make reasonable charges for items relating to your account. Details of any one-off special charges relating to the running of your account are contained in our Interest Rates leaflet. You can also find them on our website, or by telephoning our helpline or enquiring at our branches. We do not make any regular charges relating to the day-to-day running of your account.
- 8.2** Where the charge does not relate to the day-to-day running of your account, for example a duplicate statement, unpaid cheque or direct debit, stopping a cheque, CHAPS transfer, Data Access Request, replacement of a lost passbook, copy cheque, recall of a standing order payment or an ISA transfer to another organisation administration charge, we will tell you before we provide the product or service (except for charges in respect of unpaid cheques or a recalled standing order), or at any other time you ask.
- 8.3** We can change the charges we make 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 that are expected to apply in the near future):-
- to respond to changes to our costs associated with providing the product or service, including our administrative costs;
 - to respond to changes in the law or the decisions of a court or ombudsman;
 - to meet relevant regulatory requirements;
 - to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection.

Any change we make to our charges will be proportionate to the circumstances giving rise to the change.

- 8.4** 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 appropriate.
- 8.5** Changes may include the abolition or alteration of existing charges or the introduction of new charges.
- 8.6** 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.
- 8.7** If we give you notice of a change under Condition 8.6 then, 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.
- 8.8** If you do not notify us that you object to the change before the date on which it comes into effect, you will be deemed to have accepted it.
- 8.9** There may be other taxes or costs that are not paid through us or charged by us.

9 Withdrawals

- 9.1** Withdrawals may be made during our normal business hours, subject to the special conditions for particular accounts and to our branch/agency withdrawal limits which are set out in our Interest Rates leaflet.
- 9.2** No withdrawal will be allowed:-
- if it would cause the account to be overdrawn; or
 - from a passbook account, unless you produce the passbook at the time of withdrawal.
- 9.3** We may refuse to allow a withdrawal if we are not satisfied that we have the proper written authority for the withdrawal, in accordance with the mandate you have given us. A signed authority will be required in order to make a withdrawal. You may also be asked to provide evidence of identity.
- 9.4** Cheque withdrawals from savings accounts in excess of £300,000 (at branches) and £50,000 (at agencies), will be sent to the registered address of the account holder(s) by first class post and will not be available immediately at our branch or agency counters. Requests received before 2pm on a business day will be sent by first class post the same day. Requests received after 2pm on a business day will be sent by first class post the next business day. Business day means a day other than a Saturday, Sunday or Bank Holiday.

9.5 We can restrict at any time the amount which can be withdrawn from any account.

We will only do this if:-

- (a) we reasonably believe that there may be fraudulent activity or other financial crime affecting the account;
- (b) we are required to do so by any law, regulation or court order;
- (c) there is a dispute (which we reasonably believe may be genuine) about the ownership of, or entitlement to, the money in the account;
- (d) circumstances beyond our reasonable control prevent us from offering a normal service (such as in the event of terrorist threat, computer systems failure or strikes); or
- (e) 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 the case of (d) and (e) above:-

- (i) we will act proportionately to the circumstances in question;
- (ii) we will take all reasonable steps to ensure that the restrictions are lifted as soon as practical and to minimise the inconvenience to you;
- (iii) we will take into account the interests of the Society's membership as a whole;
- (iv) we will, if practical, give advance notice; and
- (v) we may consider exceptions to the restrictions if we are reasonably satisfied that substantial hardship would otherwise be caused.

Where the restrictions on withdrawals affect accounts generally, we will notify the restriction by notices on our website and in our branches and agencies. If the restriction affects your account only, we will write to you to notify you. You can contact us to discuss any restriction in person at any of our branches or agencies, or by telephoning us on 01455 251234.

We may have to suspend your right to make withdrawals from your account for a period, and we may not be able to give you prior notice of this or any reason.

9.6 If a withdrawal is made by a cheque in favour of someone other than you, 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.

9.7 Please also note that:-

- we will not send cheques to third parties by post.
- we do not permit withdrawals to be made by direct debit or standing order.

9.8 If it appears to us that you are suffering from mental disorder or mental infirmity such that you are not capable of managing your affairs, we may agree to allow any person who appears to have care of you or to be managing your affairs to make withdrawals from your account. We may not allow this:

- in England and Wales, until we have given written notice to the Court of Protection and the Court has given written notice that it does not object (although we may exercise our discretion in cases of exceptional urgency);
- in Scotland, until approval has been given by a factor, curator or tutor (if you have one);
- in Northern Ireland, until approval has been given by a receiver, committee, guardian or controller (if you have one).

In all cases we may require the person who appears to have care of you or to be managing your affairs to give us an indemnity against any claims against us as a result of our allowing withdrawals. In certain cases, we may require the person to apply to the Court for authority to make withdrawals.

9.9 Condition 10 contains additional information about withdrawals made by automated or electronic payments.

10 Automated and electronic payments

10.1 If the specific conditions of your account allow, you may make electronic payments from your account:

- by CHAPS (a same day service for payments made and received in sterling within the United Kingdom).
- using the Faster Payments Service (for further details of the Faster Payments Service see website: fasterpayments.org.uk)

The Society does not offer the facility to transfer funds outside the UK.

When an electronic payment transaction debits your account we will provide the following information to the intended recipient so that they can easily identify where the funds have come from:

- a reference enabling the payee to identify the electronic payment and its source;
- the amount of the transaction to be credited to the intended account; and
- the credit value date.

10.2 Conditions 10.3 to 10.7 relate to payments by CHAPS.

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

10.4 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, or by telephoning the helpline number provided, at any time up to 2.00pm on the business 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 business day.) You will need to provide us with the payee's bank account number, bank account name, 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.

10.5 A CHAPS transfer cannot be cancelled once the instruction has been given to us (unless you have asked us to make the payment at a future date, in which case you can cancel it up to the end of the business day before that date) and you remain liable to make a payment even if we cannot debit your account for any reason outside of our control.

10.6 For further details about how CHAPS payments work, and what we will need to make them, please contact us in person at one of our branches or by writing to us at our Principal Office, or by telephoning us on 01455 251234.

10.7 If you receive a refund of a CHAPS transfer, we will pay the amount of the refund into your account when we receive it.

10.8 Conditions 10.9 to 10.14 relate to payments made using the Faster Payments Service.

10.9 We will only make a payment using the Faster Payment Service if you have sufficient cleared funds in your account. The maximum amount that can be paid using the Faster Payments Service is £100,000 and payments in excess of this amount must be made using the CHAPS system (see Conditions 10.3 to 10.7).

10.10 Depending on the type of account you have, you may make a Faster Payment by writing to us or in person at one of our branches, or by telephoning the helpline number provided, at any time up to 2.00pm on the business 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 business day.) You will need to provide us with some identification and/or security details (we will, on request, let you know what we need for this).

10.11 Provided Conditions 10.9 to 10.10 are satisfied, we will take the money from your account on the date specified (or on the next business day, if the date specified is not a business day). The payment will normally reach the payee's account not later than the business day after we take the money from your account.

10.12 A payment made using the Faster Payments Service cannot be cancelled once the instruction has been given to us (unless you have asked us to make the payment at a future date, in which case you can cancel it up to the end of the business day before that date) and you remain liable to make a payment even if we cannot debit your account for any reason outside of our control.

10.13 For further details about how payments using the Faster Payments Service work, and what we will need to make them, please contact us in person at one of our branches or by writing to us at our Principal Office, or by telephoning us on 01455 251234.

10.14 If you receive a refund of a payment made using the Faster Payments Service, we will pay the amount of the refund into your account when we receive it.

11 Unauthorised payment transactions

11.1 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 your branch or our Principal Office (during opening hours) or call us on 01455 251234.

11.2 If you notify us of an unauthorised payment transaction, we may investigate the circumstances if, for example, we have reason to suspect fraud or that the payment was in fact authorised, or that you have deliberately or with gross negligence failed to comply with your obligations in relation to any personalised security features relating to your account.

11.3 If we do need to investigate under Condition 11.2, you must co-operate with us and with the police, if we need to involve them.

11.4 If you have acted fraudulently, or you have authorised another person to use your account, you will be liable for all losses incurred as a result of the transaction.

11.5 If you have deliberately or with gross negligence failed to comply with your obligations in relation to any personalised security features relating to your account, you may be liable for all losses relating to transactions up to the date you notify us in accordance with Condition 11.8. Up to the time you notify us of any loss or unauthorised use of your account document or personalised security features relating to your account, you will be responsible for (i) all losses if you, deliberately or with gross negligence, fail to comply with any of the requirements in these Conditions to keep your account document or security features safe and failure causes the losses, and (ii) a maximum of £50 for all other losses as a result of your account document or security features being lost or stolen or your failure to keep your security features safe.

11.6 Subject to Conditions 11.1 to 11.5 inclusive and 12.1, we will refund to your account the amount of an unauthorised transaction.

11.7 If we make a refund and then discover that you did authorise the transaction or are otherwise liable, we may reverse the refund. We will notify you before we do this.

11.8 You must notify us as soon as possible if you become aware of any unauthorised transaction on your account or you suspect that any personalised security features relating to your account have been lost, stolen or liable to misuse.

12 Mistakes, delays and liability for losses

12.1 If we fail to carry out a payment transaction for you correctly in accordance with these Conditions, then we will be liable to you as set out in Condition 12.3, unless:-

- you did not give us the correct payment details. It is your responsibility to make sure that they are correct. If you provide us with the wrong account number or sort code we will not be liable if the transaction is not carried out or is wrongly carried out. We will use reasonable endeavours to recover any money that has been sent wrongly, but we may charge you any costs we reasonably incur in trying to do this; or
- you fail to notify us when you become aware of the mistake or failure 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.

12.2 We will not be liable to you if we can show that the payee's bank or building society received the correct payment.

12.3 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.

12.4 We will not have any liability to you under Condition 12.3 if any of the circumstances mentioned in Condition 23 caused the delay or error.

13 Uncleared funds

13.1 Subject to any special conditions for particular accounts, and to Condition 9, we will allow withdrawals against a cheque 6 business 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:-

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

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

13.2 For the purpose of Condition 13.1, 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, except that in each case if the time of payment in or receipt by post (as the case may be) is not before close of business on a business day, then the day of deposit is the next following business day.

14 Closing your account

14.1 You can close your account at any time, subject to any special conditions that apply to particular accounts and to normal administration requirements.

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

- we will give you at least 30 days written notice;
- we will not use this right to repay a fixed term investment before the end of the fixed term; and
- we will not close your account, or threaten to do so, as a response to a valid complaint that you have made.

The exceptional circumstances mentioned above are:-

- you have deliberately given us any false information in relation to your account;
- you were not entitled to open the account;
- 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;
- the contract between us is void or unenforceable at law;
- we have a legal obligation to close the account;
- threatening or abusive behaviour towards our staff;
- in response to a bankruptcy notice; or
- if we reasonably believe that there may be fraudulent activity or other financial crime affecting the account.

14.3 If we close the account, we will pay interest at the agreed rate up to and including the day before closure. We may make repayment by sending you a cheque to your last known address.

14.4 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.

15 Statements

We will send you an annual statement of account, unless:-

- there have been no transactions on your account (other than the crediting or payment of interest) during the period since the last statement was sent; or
- the account is a passbook account.

You should check all statements carefully. If there is an entry which seems to be wrong, you should tell us as soon as possible.

16 Joint accounts and trust accounts

- 16.1** 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.
- 16.2** You can choose the order in which the names appear in our records. Any change in the order will happen when our records are actually changed. We will make the change within a reasonable time after you tell us about it.
- 16.3** For tax purposes only, we will treat joint account holders as being entitled to the money in the account in equal shares. This does not affect the operation of Condition 16.4, which takes precedence.
- 16.4** 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 Rules, joint accounts cannot be held by the holders as tenants in common.)
- 16.5** Withdrawals 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.
- 16.6** Any authorisation given under Condition 16.5 can be stopped by any account holder. However, we will need reasonable notice to put this into effect.
- 16.7** If we have reason to think that there is a dispute between account holders we may (but will not be obliged to) require the signatures of all account holders, despite any authorisation that has been given to us previously under Condition 16.5.
- 16.8** If there is a relationship between the account holders which ceases, you will need to inform us if the account is to be closed or you want any name to be removed from the account. If you do not inform us then, even if we know about the relationship breakdown, we will continue to operate the account in accordance with the instructions that you have given us. This may mean that withdrawals and/or closure of the account will be permitted on one signature.
- 16.9** We may (in accordance with Condition 9.4) 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.
- 16.10** Any correspondence relating to the account will be sent to the address of the first-named account holder, unless you instruct us otherwise.
- 16.11** 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.
- 16.12** 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.
- 16.13** Further details about the rights and responsibilities of joint account holders are contained in the leaflet "You and Your Joint Account". A copy of this is available on request.

17 Transfers

Unless the special conditions for a particular account say otherwise, you may ask us to transfer your investment to another person. We do not have to agree to this and, if we do agree, it may be subject to conditions and/or payment of a charge.

18 Unclaimed balances – Lost savings accounts

- 18.1** If no payment into or withdrawal from your account is made:-
- for a period of 3 years (where the amount in the account is less than £100); or
 - for a period of 5 years (in other cases)

and we cannot trace you (after having made reasonable efforts to do so), then we may close the account. However, any money in it will remain yours, and if you contact us later (and provide any necessary evidence of identity) we will repay the money from the closed account to you, together with interest at a rate that we reasonably consider to be appropriate. If you contact us at a later date and provide us with satisfactory proof of your identity, we will re-open the account and credit it with the amount we owe you in respect of the account (which will be equal to the balance that was in the account when we closed it, after adjusting it for the interest we would have paid and for any fees or charges we would have deducted if the account had remained open).

- 18.2** Condition 18.1 is subject to any rules that may be made under any legislation.

19 Account documents

- 19.1** We may issue you with a passbook, certificate or other similar document relating to your account. If we do:-
- the document will belong to us;
 - you agree to return it to us for updating, or for any other purpose we reasonably require;
 - you agree to keep it safe, and to tell us in person at one of our branches or by telephoning us on 01455 251234 as soon as you discover it has been lost or stolen; and
 - the document must be produced to us before any withdrawal from the account is made.
- 19.2** We may issue a replacement for lost or stolen documents but this may be subject to payment of a charge and/or other conditions. These conditions may include:-
- providing us with reasonable evidence of the loss or theft;
 - notifying, and co-operating with, the police;
 - restricting withdrawals from the account for seven days from the date you notify us of the loss or theft; and/or
 - signing any form of indemnity that we may reasonably require.
- 19.3** You should check your passbook regularly. If there is an entry which seems to be wrong (including payments into your account which you do not recognise) you should tell us as soon as possible, in person at any of our branches, or by telephoning us on 01455 251234, so that we can resolve the matter. Conditions 11 and 12 will apply in relation to liability.

If funds are paid into your account in error the Society reserves the right to reclaim the funds.

20 Changing these Conditions

- 20.1** We can change these Conditions and/or terms on which your account is held 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):-
- to respond to changes in the law or the decisions of a court or ombudsman;
 - to meet relevant regulatory requirements;
 - to make the terms clearer or fairer;
 - to provide you with extra benefits or services;
 - to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection.
- 20.2** Any change we make under Condition 20.1 will be proportionate to the circumstances giving rise to the change.
- 20.3** A change which is not to your disadvantage may be made immediately and without prior notice. We will tell you about the change within 30 days.
- 20.4** A change which is to your disadvantage will be effective only after at least 30 days' written notice is given to you.
- 20.5** If we give you notice of a change under Condition 20.4 then for a period of 60 days from the date of the notice you have the right to switch the account or close it without having to lose any interest or pay additional charges.
- 20.6** If you do not notify us that you object to a change before it comes into effect, you will be deemed to have accepted it.
- 20.7** Notices under Condition 20.4 will be sent by individual letter or e-mail (if you have told us that you want to be contacted in this way and we have agreed this option). Notices under Condition 20.3 may be given in this way, or instead be given by general notice in our branches, Principal Office and website in conjunction with advertisements in two or more daily newspapers of our choice. The current newspapers we use are listed in our Interest Rates leaflet.
- 20.8** This Condition 20 does not apply to changes to interest rates or charges, which are dealt with in Conditions 7 and 8.
- 20.9** If we have made a major change or a lot of minor changes in any one year, we will give you a copy of the new terms and conditions or a summary of the changes and tell you where you can find a full copy.

21 Notices

- 21.1** You will be taken to have received any letter or e-mail or other personal notice 48 hours after we have sent it to you.
- 21.2** If we, accidentally, fail to:-
- send to you a communication intended for our investors generally or a category of investors of which you are one; or
 - display a notice at any of our offices
- this will not make the notice invalid.
- 21.3** 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.

22 Matters beyond our control

We will not be liable to you if we are unable to provide any service in connection with your account because of abnormal and unforeseeable circumstances such as strikes, power failures or other causes beyond our control or as a result of our having to comply with any law.

23 Set Off

- 23.1** We may use the money in your account towards payment of any money that you owe us (for example, under a mortgage or a guarantee) which is due for payment but has not been paid. This is known as our right of set off.
- 23.2** 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 payments 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 fees).
 - (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.
- 23.3** If we propose to use our right of set off in relation to your account we will contact you at least 14 days before to tell you this.
- 23.4** 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.
- 23.5** 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.

24 Companies, etc

- 24.1** If you are a limited company or other type of corporation, you will need to authorise officers to operate the account. The application form has further details. 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 “authorised officer” where appropriate.
- 24.2** Accounts in respect of unincorporated organisations, such as English partnerships 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. The application form has further details. Your attention is drawn to Condition 16 if there are joint account holders.
- 24.3** If you are a limited company or other type of corporation, or an unincorporated association, then you must provide us with such information regarding your business and/or your constitution as we may reasonably request from time to time.

25 Law

These Conditions are 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.

We will not be responsible to you if we fail to comply with any of these Terms and Conditions where our failure to comply is due to our obligations under European or National law.

26 Language

All communications between you and us will be in English.

27 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. Details about their service and how to refer a complaint to them can be found on their website at financial-ombudsman.org.uk.

APPENDIX I

Our Rules

- a. This is not a complete summary of our Rules. You can get a full copy of the Rules and the Memorandum (which sets out our powers) free on request from any Branch or Principal Office or by looking on the Society's website.
- b. The Rules may be changed from time to time by an appropriate resolution passed at a General Meeting of the Society.
- c. The Rules do in many cases operate differently for PIBS (Permanent Interest Bearing Shares) but we have not so far issued any PIBS.

You may find the following information about our Rules helpful. Please read it together with the Savings Account Terms and Conditions.

1. Rule 8 details the Society's powers on opening share accounts and sets out details.
2. You must tell us about any change of your name and address (and produce appropriate evidence of change of name and address). You must also supply a specimen of your signature when we ask for it. (Rule 4)
3. There are provisions for membership and joint holding of investment accounts (i.e. by more than one person). (Rule 1 and Rule 4)
4. There are provisions on cessation of membership rights. (Rule 6)
5. The Rules provide that where an investor dies or becomes bankrupt, the person who is then entitled to the account can be registered as the holder upon payment of a fee. (Rule 5)
6. Under the Rules, if you become mentally incapable of managing your affairs, we can allow the person who appears to us to have care of you or your affairs to operate or close your account. (Rule 8 (5))

APPENDIX 2

Society's Branches

Barlestone Branch

2 West End, Barlestone, Warwickshire CV13 OEJ
01455 290213

Opening hours: Monday, Wednesday, Friday - 9.30am to 1pm;
Saturday - 9am to 12 noon

Broughton Astley Branch

1a Green Road, Broughton Astley, Leicestershire LE9 6RA
01455 282942

Opening hours: Monday to Friday - 9am to 4.45pm (closed 1pm
to 2pm); Saturday - 9am to 12 noon

Castle Street Branch

37 Castle Street, Hinckley, Leicestershire LE10 1DA
01455 250959

Opening hours: Monday to Friday - 9am to 4.45pm;
Saturday - 9am to 12 noon

Coalville Branch

3a Marlborough Square, Coalville, Leicestershire LE67 3WD
01530 834509

Opening hours: Monday to Friday - 9.30am to 4.45pm (closed
1.30pm to 2.00pm); Saturday - 9am to 12 noon

Lutterworth Branch

4 High Street, Lutterworth, Leicestershire LE17 4AD
01455 557210

Opening hours: Monday to Friday - 9am to 4.45pm;
Saturday - 9am to 12 noon

Nuneaton Branch

10 Newdegate Street, Nuneaton, Warwickshire CV11 4EL
024 76383703

Opening hours: Monday to Friday - 9am to 4.45pm;
Saturday - 9am to 12 noon

Rugby Branch

34 North Street, Rugby, Warwickshire CV21 2AJ
01788 578311

Opening hours: Monday to Friday - 9am to 4.45pm;
Saturday - 9am to 12 noon

South Wigston Branch

28 Blaby Road, South Wigston, Leicestershire LE18 4SB
0116 2786152

Opening hours: Monday to Friday - 9am to 4.45pm;
Saturday - 9am to 12 noon

Upper Bond Street Branch

Upper Bond Street, Hinckley, Leicestershire LE10 1DG
01455 233008

Opening hours: Monday to Friday - 9am to 4.45pm;
Saturday - 9am to 12 noon

Branch Agencies

Countesthorpe Agency

69 Station Road, Countesthorpe, Leicestershire, LE8 5TB
0116 277 8384

Opening hours: Monday to Friday - 9am to 1pm;
Saturday - 9am to 12 noon

Enderby Agency

22 Cross Street, Enderby, Leicestershire LE19 4NJ
0116 2867045

Opening hours: Monday to Friday - 9am to 5pm (Wednesday
9am to 12 noon); Saturday - 9am to 12 noon

Market Bosworth Agency

20 Market Place, Market Bosworth, Warwickshire CV13 0LE
01455 290203

Opening hours: Monday to Friday - 9.30am to 4.30pm;
Saturday - Closed

Spalding Agency

13 Sheep Market, Spalding, Lincolnshire PE11 1BE
01775 724979

Opening hours: Monday to Friday - 9am to 5pm;
Saturday - Closed

Swadlincote Agency

34 Church Street, Swadlincote, Derbyshire DE11 8LN
01283 217256

Opening hours: Monday to Friday - 9am to 5pm;
Saturday - Closed



Principal Office: Upper Bond Street, Hinckley, Leicestershire LE10 1DG
Telephone: 01455 251234
Website: hrbs.co.uk

Authorised by the Prudential Regulation Authority and regulated by the
Financial Conduct Authority and the Prudential Regulation Authority
Entered on the Financial Services Register, registration number 206043