

# SAVINGS ACCOUNT

## TERMS AND CONDITIONS

JANUARY 2022



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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 Head Office at Upper Bond Street, Hinckley, Leicestershire LE10 1NZ 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](http://hrbs.co.uk);
- emailing us at [enquiry@hrbs.co.uk](mailto: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 large 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.

Hinckley & Rugby Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation authority. The Society's registration number is 206043. You can confirm our registration on the FCA's website [fca.org.uk](http://fca.org.uk).

### 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.

#### Website

You can visit our website at any time at [hrbs.co.uk](http://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 interest rates.

#### Postal Accounts

Details of currently available accounts, including any special postal accounts, can be found on our website [hrbs.co.uk](http://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 leaflets at any time. When we receive a complaint, if we cannot sort it out quickly we will send you a prompt written acknowledgement to confirm that we are dealing with it and to keep you informed of our progress.

### Complaints about payment transactions

If your complaint (or part of it) concerns a payment transaction, we will endeavour to deal with your complaint within 15 working days. If circumstances beyond our reasonable control prevent us from sending you our final response to your complaint in this timeframe, we will instead send you a holding response explaining clearly why this is the case and specifying when we will be able to. In those circumstances, you will receive our final response within 35 working days.

### Complaints about other matters

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

### Financial Ombudsman Service

Whilst we hope we can resolve any problems through these internal procedures, if you are not satisfied with the way we have dealt with your complaint you can refer it to the Financial Ombudsman Service within six months of receiving our final response. You may refer your complaint to the Financial Ombudsman Service first without giving us the opportunity to resolve it, but if you do this the Financial Ombudsman Service will only consider your complaint with our consent. The Financial Ombudsman Service provides a free, independent, complaint resolution service. Details about their service and how to refer a complaint to them can be found on their website at [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk). Details of the Financial Ombudsman Service will also be provided on request from any Branch, Agency or from our Head Office and can be found at Condition 29 of our terms and conditions.

## 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 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. Documents should be less than three months old and documents printed from the internet are not acceptable.

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 notify us if you change address and may need to provide additional identification. 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 10 to 24 of this booklet. Special conditions may also apply to particular types of account. You will find them in the product leaflet dealing with these accounts. You should read the special conditions in conjunction with the terms and conditions.

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 the account 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 then change your mind, then as long as you tell us by writing to us at our Head 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 AND THE PERSONAL SAVINGS ALLOWANCE

Interest will be paid on savings accounts without any deductions being made in respect of personal Income Tax liability.

If you have savings income over your Personal Savings Allowance (PSA), you are responsible for making sure you are paying the correct tax directly to HM Revenue and Customs.

If you already fill in a self-assessment tax return you should carry on doing this and include any income from your savings on your return.

For further information on how the PSA works, go to the HMRC website [gov.uk/government/publications/personal-savings-allowances-factsheet](http://gov.uk/government/publications/personal-savings-allowances-factsheet) or ask for a copy of 'A guide to Personal Savings Allowances' provided by HM Revenue & Customs.

Tax treatment depends on your individual circumstances and may be subject to change in the future.

You should note that, in certain cases, HMRC is able to require us to disclose information about you and take money from your account to be used towards payment of taxes due but unpaid. We will take this action if we are legally obliged to do so.

## JOINT ACCOUNTS

Unless the special conditions for a particular account specify otherwise, accounts can be opened in the names of two or more people (up to a maximum of four). 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 17 of the terms and conditions on page 21 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 17.6 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.

## DATA PROTECTION AND CONFIDENTIALITY

We are committed to protect your privacy and we take the security of your information seriously.

When you provide personal information to us, we are the data controller of that personal information.

Please note that we will process your personal information strictly in accordance with our Customer Privacy Notice, a copy of which will have been provided to you. Additional copies can be requested at any branch or by contacting us at enquiries@hrbs.co.uk.

Should you have any queries or concerns about the way in which we process your personal information, then please contact our Data Protection Officer at Head Office, Upper Bond Street, Hinckley, Leicestershire LE10 1NZ, telephone number 01455 251234, or by email at dataprotectionofficer@hrbs.co.uk.

Alternatively, please visit our website at hrbs.co.uk, where the Customer Privacy Notice is published in full.

We will use the personal information that you provide to us during the account opening process to check your identity and your address details. Our lawful basis for processing this personal information is to ensure that we comply with our legal obligations and where necessary for the purposes of entering into our contract with you for the provision of our services.

We may use your personal information to improve our services. Our lawful basis for processing this data is that we have a legitimate interest to do so. The legitimate interest is the improvement of our services.

We may use your personal information to provide marketing messages to you but we will always seek your consent before doing so (please see the marketing of services section below). You can always open an account without agreeing to receive marketing communications from us. You have a legal right to withdraw your consent at any time. If you have previously agreed to receive marketing communications from us and you would like to opt out, please contact us at dataprotectionofficer@hrbs.co.uk or by telephoning 01455 251234.

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, or for a longer period where we are subject to a legal obligation to retain it. You can always let us know if information we hold about you has changed, so that we can make sure it is updated.

Under data protection laws you have the right to see the personal records we hold about you, to request the rectification of your personal data, to request the erasure of your personal data, and the right to request that we transmit your personal data to another data controller. To exercise any of your rights, please contact our Data Protection Officer whose contact details are set out above.

You have the right to complain to the Information Commissioner's Office if you feel unhappy with the way we process your personal information. Please visit [www.ico.org.uk](http://www.ico.org.uk) for further information.

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 unless:

- we have to give the information by law or to meet relevant regulatory requirements (for example, if money is paid into your account by mistake, we are required to provide information about you, your account and the payment, to the payer's bank to help them recover the money);
- 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 branches or our Head Office.

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 opening times by thirty percent 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.

From time to time, we may ask you to provide us with information to help us meet our anti-money laundering, financial crime, sanctions and other legal and regulatory requirements. You must promptly provide any information requested. If you fail to provide this information when asked to, this may result in us delaying or refusing to process your payments or preventing all access to your account. We will not be responsible for any loss that results from this.

Please also see Condition 20 on page 22 of this booklet.

Cheques made payable to the society must be made payable to the account holder(s) including the account holders initials or the account Number (for example, "Mr J Smith"); otherwise we will not accept them for payment into an account. This is to protect against fraud.



## CHEQUE CLEARING

When cheques are paid in, our normal practice is that you will be able to withdraw the money and be certain the money is staying in your account at the end (11:59pm) of six 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 10 and 14 of the terms and conditions of this booklet.

# HINCKLEY & RUGBY BUILDING SOCIETY

## NEW GENERAL TERMS AND CONDITIONS FOR BUILDING SOCIETY SAVINGS ACCOUNTS

### 1 INTRODUCTION

- 1.1 These general 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:-
- “Agency” or “Agencies” means any one of our agency branches listed in Appendix 2;
  - “business day” means a day other than a Saturday, Sunday or bank holiday;
  - “Branch” or “Branches” means any one of our branches listed in Appendix 2;
  - “you” and “your” refer to holders of savings accounts;
  - “the Society”, “we”, “us” and “our” refer to Hinckley & Rugby Building Society;
  - “Special Conditions” means the special conditions (if any) applicable to your account.
- 1.3 If you are a company, other form of corporation, partnership or unincorporated body (such as a club), please refer to Condition 25.
- 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 Head Office or asking in person at one of our Branches or Agencies, or downloading the copy available on our website.

### 2 SOCIETY 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, Agencies or Head 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 and of which we will advise you.

### 3 OPENING AN ACCOUNT

- 3.1 The Society’s savings accounts are only available to customers who are citizens and tax residents of the UK.
- 3.2 The Society shall have absolute discretion without giving any reason to refuse to open an account for any person.
- 3.3 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.
- 3.4 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 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.
- 3.5 Condition 3.4 shall 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.

- 3.6 If you do not exercise your right to change your mind, you will continue to be bound by these 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 you notify us of a change and such change is recorded by us.

- 4.2 It is your responsibility to immediately notify us of changes to your:

- 4.2.1 address;
- 4.2.2 name;
- 4.2.3 telephone number; or
- 4.2.4 email address.

- 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 may be asked to 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 any update to your registered address will be applied to all accounts.

- 4.6 If you lose your passbook after you have:

- 4.6.1 notified and co-operated with the police if your passbook has been stolen;
- 4.6.2 given any indemnity and
- 4.6.3 paid any fee,

which we may require, we will either issue a new passbook or transfer the amount in the account in our records to a new account. The new passbook will be mailed to your registered address and withdrawals cannot be made until the passbook is received.

- 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 five 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 personal savings accounts with the Society is £300,000, for business accounts the maximum is £500,000.

- 5.4 If the maximum balance of an account exceeds the limit set out in the Special Conditions the Society may give the customer 30 days' notice to either withdraw the funds over the maximum balance or we reserve the right to return the excess funds after 30 days by cheque payable to the account holder.

## **6 PAYING MONEY INTO YOUR ACCOUNT**

- 6.1 Unless the Special Conditions for a particular account specify otherwise, you can pay money into your account at any of our Branches and Agencies during our normal opening hours, or by electronic transfer or post. However, for security reasons we do not accept cash sent by post. Please see Condition 7.4 regarding when interest becomes payable.
- 6.2 You can pay money into your account by standing order or faster payment (although you will need to set this up directly with your bank).
- 6.3 You can pay cheques into your account at any of our Branches, Agencies or by post. 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.
- 6.4 When paying money in by cash or cheque, you will need to produce your passbook or provide your account number.
- 6.5 When a third party makes a payment into your account, we will ask for confirmation of their name. Where the payer refuses to provide this information, the payment may be refused and we will contact you to agree an alternative way to make the payment into your account.
- 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:-
- 6.6.1 Society's Sort Code:- 40-05-30 (HSBC)
  - 6.6.2 Society's account number:- 74575938
  - 6.6.3 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 Hinckley and Rugby account number is not quoted the payment will be returned.

- 6.7 Money paid into your account by cash or electronic transfer will be available for withdrawal after we receive it, subject to Condition 10. 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 14 below regarding cheques.
- 6.8 Payments into your account can only be made in Pound Sterling. The Society does not accept cheques drawn on a bank or institution outside the United Kingdom or in currencies other than Pound Sterling.

## **7 INTEREST**

- 7.1 Interest is calculated on a daily basis using the annual interest rate divided by the number of days in the year.
- 7.2 From 6 April 2016 interest is paid without any deduction being made in respect of personal Income Tax liability.
- 7.3 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:-
- 7.3.1 in our Interest Rate leaflet;
  - 7.3.2 on our website;
  - 7.3.3 by asking our staff at our branches; and
  - 7.3.4 by looking at notices in our branches.
- 7.4 On our accounts we:-
- 7.4.1 calculate interest on a sum deposited in cash or by electronic transfer from the day we receive it;
  - 7.4.2 calculate interest on a sum deposited by cheque from the day after we receive it;
  - 7.4.3 calculate interest on a sum withdrawn up to and including the day before you make the withdrawal; and
  - 7.4.4 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 Rate leaflet and literature relating to particular accounts.

- 7.5** 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 Condition 7.6 below.
- 7.6** 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):-
- 7.6.1** to respond to changes in the Bank of England base rate (including the interest rate paid on similar accounts by other providers of financial services);
  - 7.6.2** to respond to changes in the law or the decision of a court or Ombudsman;
  - 7.6.3** to meet relevant regulatory requirements;
  - 7.6.4** to respond to new (or changes to) statements or codes of practice or industry guidance to enhance consumer protection;
  - 7.6.5** to respond to changes to our costs, including administration costs and costs incurred in providing the account;
  - 7.6.6** to respond to a change in tax rates;
  - 7.6.7** to respond to changes our competitors make; or
  - 7.6.8** to enable us to maintain the competitiveness of interest rates paid by our mortgage customers while having regard to the interests of our savings customers.

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

- 7.7** Changes may include the introduction or alteration of “bands” under which:-

- 7.7.1** interest is not paid where the amount in the account is below a certain level; and/or
- 7.7.2** different rates apply depending on the amount in the account.

- 7.8** Where the change is an increase in the interest rate we will tell you about it:-

- 7.8.1** by placing notices in our branches and on our website within 3 working days of the change.

- 7.9** Where the change is a reduction in the interest rate, we will give you written or electronic notification of the change before it comes into effect. This does not apply:

- 7.9.1** 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);
- 7.9.2** to fixed rate or tracker accounts; or
- 7.9.3** if the change is not material.

For this purpose, a change is “material” if your account has a balance of £100 or more at the time when we would provide the notification.

Where the reduction is not material, we will tell you about it in Condition 7.8.

- 7.10** If we notify you of a material reduction in the interest rate under Condition 7.9, then either:

- 7.10.1** 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
- 7.10.2** 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.

- 7.11** 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.

## 8 OFFSET SAVINGS ACCOUNTS

- 8.1 The conditions within this Condition 8 apply only to Offset Savings Accounts.
- 8.2 The linked Offset savings Account is the only account which can be linked to the Offset Mortgage Account and may not be opened until completion of the Offset Mortgage Account. The linked Offset Savings Account can only be linked to the Offset Mortgage Account on the first sub-account of your Offset Mortgage Account and may not be linked to subsequent sub-accounts taken for further borrowing whilst the first Offset Mortgage sub-account is open.
- 8.3 You may have only one linked Offset Savings Account at any one time, and it must be held in the same name(s), and, for joint mortgages, in the same order, as the name(s) of the borrower(s) and have the same correspondence address as the Offset Mortgage Account. In the event of any changes to the name(s) of the borrower(s), the linked Offset savings Account must be transferred to the same name(s) or closed.
- 8.4 At no time will any Interest be paid on the linked Offset Savings Account, irrespective of the balance in the account. You can add to your Offset Savings Account as long as you do not exceed the balance outstanding on your mortgage.
- 8.5 The amount of interest you accrue on your Offset Mortgage Account will be reduced for any month in which you have a credit balance on your linked Offset savings Account, as long as your Offset Mortgage Account is not redeemed in that month. When the mortgage is redeemed in full there will be no interest offset in the month of redemption.
- 8.6 Any funds withdrawn from an Offset Savings Account will not be offset against a linked Offset Mortgage Account from the date of withdrawal. The minimum withdrawal or transfer sum permitted is £250.
- 8.7 On the first working day of each month a notional interest credit will be made to your Offset Mortgage sub-account in respect of interest accruing daily during the previous calendar month on any credit balance held in your linked Offset savings Account up to the maximum equivalent of your total mortgage balance, at the same rate of interest, only as that chargeable on your Offset Mortgage sub-account.
- 8.8 This notional interest credit from the linked Offset Savings Account does not count towards any overpayment limit detailed in your Mortgage Offer.
- 8.9 The offset interest credits will be made to the first opened part of your mortgage. In the event of full repayment of this part of your mortgage, where applicable offset interest credits will be made to the next open Offset Mortgage sub-account in date order of opening.
- 8.10 If you are in any breach of the Mortgage Conditions or the terms of your Mortgage Offer, the Society can on giving you reasonable notice, terminate the interest offset from the linked Offset Savings Account and at its discretion charge interest at the Society's Standard Variable Rate.
- 8.11 The Society can close the linked Offset savings Account at any time and without notice repay any credit balance to you or, at our discretion, transfer the balance to another Hinckley & Rugby Building Society easy access savings account, in any of the following circumstances:
- 8.11.1 the loan and all other monies owed on the Offset Mortgage sub-account have been repaid; or
  - 8.11.2 the borrowers on the Offset Mortgage Account are different from the account holders of the linked Offset Savings Account; or
  - 8.11.3 there is any change in the Law, or any Code of Practice, or HM Revenue and Customs Practice or interpretation, or the requirements of the Financial Conduct Authority or any other regulatory body, or there is a decision of any relevant Ombudsman, or the Society is no longer able to offer or continue the Offset Mortgage Account.
- 8.12 The Society has the right to retain and set off all money in the linked Offset Account against the total debt you may owe us which is due for payment, but which has not been paid. We will give you written notice before we do this, Interest will not be paid on any money after it has been used in this way. Unless we receive payment within 7 days of our letter we will invoke this condition.
- 8.13 The minimum monthly payment which you must pay in respect of your Offset Mortgage Account each month is shown in your Mortgage Offer and is calculated on the full amount of the agreed loan amount. This payment may be varied during the term of the mortgage.

- 8.14 When it is necessary for the Society to recalculate the minimum monthly payment which you are required to make, for example when there is a change of interest rate, this will be calculated on the mortgage balance without any deduction of any credit balance held in the linked Offset Savings Account.

## 9 ACCOUNT CHARGES

- 9.1 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 Rate leaflet. You can also find them on our website, or by telephoning our helpline or enquiring at our branches. We do not currently make any regular charges relating to the day-to-day running of your account but we reserve the right to introduce new charges in the future.
- 9.2 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, replacement of lost passbook, copy cheque, recall of a standing order or faster payment, we will tell you the reason for and amount of the charge before we provide the product or service (except for charges in respect of unpaid cheques or recalled standing orders), or at any other time you ask.
- 9.3 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):-
- 9.3.1 to respond to changes to our costs associated with providing the product or service, including our administrative costs;
  - 9.3.2 to respond to changes in the law or the decisions of a court or Ombudsman;
  - 9.3.3 to meet relevant regulatory requirements;
  - 9.3.4 to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection.

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

- 9.4 Changes may include the abolition or alteration of existing charges or the introduction of new charges.
- 9.5 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' notice by either letter, email (if you have provided these details) or other personal notice including electronic means before the charge comes into effect (or two months' notice if the charge relates to automated or electronic payments into or from your account).
- 9.6 If we give you notice of a change under Condition 9.5 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.
- 9.7 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.
- 9.8 There may be other taxes or costs that are not paid through us or charged by us.

## 10 WITHDRAWALS

- 10.1 Withdrawals may be made during our normal business hours, subject to the Special Conditions for particular accounts and to our Branch and Agency withdrawal limits which are set out in our Interest Rate leaflet.
- 10.2 No withdrawals will be allowed:-
- 10.2.1 if it could cause the account to be overdrawn;
  - 10.2.2 from a passbook account unless you produce the passbook at the time of the withdrawal; or
  - 10.2.3 if your account has been dormant for five years and we are unable to identify you.
- 10.3 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 your identity.

- 10.4 Withdrawals from savings accounts in excess of £300,000 (at Branches) or £50,000 (at Agencies) will be undertaken as an electronic transfer to a nominated bank account in your name. Under exceptional circumstances cheques over £300,000 may be given at the Branch or £50,000 at the Agency at the sole discretion of the Society.
- 10.5 We can restrict at any time the amount which can be withdrawn from any account. We will only do this if:-
- 10.5.1 we reasonably believe that there may be fraudulent activity or other financial crime affecting the account;
  - 10.5.2 we are required to do so by any law, regulation or court order;
  - 10.5.3 there is a dispute (which we reasonably believe may be genuine) about the ownership of, or entitlement to, the money in the account;
  - 10.5.4 circumstances beyond our reasonable control prevent us from offering a normal service (such as in the event of terrorist threat, computer system failure or strikes); or
  - 10.5.5 circumstances exist which lead us to believe our financial stability is under threat.

10.6 In the case of 10.5.4 and 10.5.5 above:-

- 10.6.1 we will act proportionately to the circumstances in question;
- 10.6.2 we will take all reasonable steps to ensure that the restrictions are lifted as soon as practical and to minimise the inconvenience to you;
- 10.6.3 we will take into account the interests of the Society's membership as a whole;
- 10.6.4 we will, if practical, give advanced notice; and
- 10.6.5 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, or your account only, we will write to you to notify you. You can contact us to discuss any restrictions in person at any of our Branches or Agencies, or by telephoning us on 01455 251234.

10.7 If a withdrawal is made by a cheque in favour of someone other than you:-

- 10.7.1 we reserve the right to refuse payment without sight of invoices for payment;
- 10.7.2 we will restrict the withdrawal to third parties to £10,000 without sight of invoices in accordance with 10.7.1; and
- 10.7.3 we will not stop payment of the cheque unless we have knowledge or suspicion of fraud, or that the cheque has been lost, stolen or destroyed.

10.8 Please also note that:-

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

10.9 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 that appears to have care of you or to be managing your affairs to make withdrawals from your account. We may not allow this:

- 10.9.1 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);
- 10.9.2 in Scotland, until approval has been given by a factor, curator or tutor (if you have one); and
- 10.9.3 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 allowing withdrawals. In certain cases, we may require the person to apply to the Court for authority to make withdrawals.

10.10 Condition II contains additional information about withdrawals made by automated or electronic payments.



## 11 AUTOMATED AND ELECTRONIC PAYMENTS

- 11.1 If the specific conditions of your account allow, you may make electronic payments from your account:
- 11.1.1 by CHAPS (a same day service for payments made and received in sterling within the United Kingdom); or
  - 11.1.2 using the Faster Payment Service (for further details of the Faster Payment Service see website):  
[fasterpayments.org.uk](http://fasterpayments.org.uk)
- 11.2 The Society does not offer the facility to transfer funds outside the United Kingdom.
- 11.3 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, its source and any information which has been sent with the payment;
  - the amount of the transaction to be credited to the intended account; and
  - the credit value date.
- 11.4 Conditions 11.5 to 11.9 relate to payments by CHAPS.
- 11.5 We will only make a CHAPS payment if you have sufficient cleared funds in your account.
- 11.6 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 2pm 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.
- 11.7 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.
- 11.8 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 Agencies, by writing to us at our Head Office, or by telephoning us on 01455 251234.
- 11.9 If you receive a refund of a CHAPS transfer, we will pay the amount of the refund into your account when we receive it.
- 11.10 Conditions 11.11 to 11.16 relate to payments made using the Faster Payment Service.
- 11.11 We will only make a payment using the Faster Payment Service (if your account allows), if you have sufficient cleared funds in your account. The maximum amount that can be paid using the Faster Payment Service is £250,000 and payments in excess of this amount must be made using the CHAPS system (see conditions 11.5 to 11.9).
- 11.12 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 2pm on the business day on which you wish the payment to be made from your account. (If we receive the instruction after this 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).
- 11.13 Provided Conditions 11.11 and 11.12 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.
- 11.14 A payment made using the Faster Payment System 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.

- 11.15 For further details about how payments using the Faster Payment Service work, and what we will need to make them, please contact us in person at one of our Branches or Agencies, by writing to us at our Head Office, or by telephoning us on 01455 251324.
- 11.16 If you receive a refund of a payment made using the Faster Payment Service, we will pay the amount of the refund into your account when we receive it.

## 12 UNAUTHORISED PAYMENT TRANSACTIONS

- 12.1 You should check your account regularly. If you become aware that any transaction on your account has been carried out which is either unauthorised or has not been paid correctly you must tell us without delay.
- 12.2 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 one of our Branches, Agencies or our Head Office (during opening hours) or call us on 01455 251324.
- 12.3 If you notify us of an unauthorised payment transaction, we will investigate the circumstances.
- 12.4 If we do need to investigate under Condition 12.3, you must co-operate with us, any of our agents and with the police, if we need to involve them.
- 12.5 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.
- 12.6 If you act with intent or with gross negligence in failing to comply with your obligations in relation to your account or any payment instrument, you may be liable for all losses relating to transactions up to the date you notify us in accordance with Condition 12.11. Up to the time you notify us of any loss, theft or misappropriation of a payment instrument relating to your account, you will be responsible for:
- 12.6.1 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 feature safe and failure causes the losses; and
  - 12.6.2 a maximum of £35 for all other losses as a result of your account document, personalised device or security features being lost or stolen or your failure to keep your security features safe.
- 12.7 You will not be liable in circumstances where the loss, theft or misappropriation of the payment instrument relating to your account was not detectable by you prior to the payment being made.
- 12.8 Subject to conditions 12.1 to 12.5 inclusive and 13.1, if you tell us about an authorised withdrawal we will investigate and normally we will refund you by the end of the next working day, to put your account back in the position it would have been in if the withdrawal had not been made.
- 12.9 If we have reason to suspect that you may not be due a refund, we may delay making a refund until our investigation is complete.
- 12.10 If we make a refund and then discover that you did authorise the transaction or are otherwise liable, we may reverse the refund and you will become liable for repayment to us of the refund. We will notify you before we intend to do this.
- 12.11 You must notify us as soon as possible if you become aware of any unauthorised transactions on your account or you suspect that any payment instruments relating to your account have been lost, stolen or made liable to misuse. To tell us about an unauthorised withdrawal report it to a Branch or Agency during opening hours, telephone us on 01455 251234 or via the contact details provided on our website at <https://www.hrbs.co.uk/>.

### **13 MISTAKES, DELAYS AND LIABILITIES FOR LOSSES**

- 13.1 If someone has paid money into your account by mistake, we may be asked to pay it back. If we receive a request to return a payment, we will investigate and if we reasonably believe the request to be legitimate, we will stop you from withdrawing those funds while we try to contact you. If you do not tell us that you do not agree that the payment has been made into your account by mistake, by the date set out in our communication to you, we will deduct the money from your account and return it. This will not apply to incorrect credits made to your account by us, which we will reverse immediately upon becoming aware of our error, or repayments which we are subject to a legal obligation to make to the payer.
- 13.2 If we do not return money which the payer's bank believes has been paid into your account by mistake, we are legally obliged to provide information to the payer's bank about you, your account and the payment in order that the payer can seek to recover the money.
- 13.3 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 13.5, unless:-
- 13.3.1 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 incorrectly carried out. We will use reasonable endeavours to recover any money that has been sent incorrectly, if you ask us to, but we may charge you any costs we reasonably incur in trying to do this; or
- 13.3.2 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.
- 13.4 We will not be liable to you if we can show that the payee's bank or building society received the correct payment.
- 13.5 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:
- 13.5.1 the amount of such payment; and
- 13.5.2 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.
- 13.6 We will not have any liability to you under Condition 13.5 if any of the circumstances mentioned in Condition 23 cause the delay or error.
- 13.7 If a payment is made late due to our error, you can ask us to make sure the payee's bank adds the payment to the payee's account balance as if it had been made on time.

### **14 UNCLEARED FUNDS**

- 14.1 Subject to any special conditions for particular accounts, and to Condition 10, 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:-
- 14.1.1 you agree otherwise;
- 14.1.2 you are knowingly a party to fraud in respect of the cheque; or
- 14.1.3 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 telephone or in writing.

- 14.2 For the purpose of Condition 14.1, the day of deposit of the cheque is the day it is paid in at a Branch or Agency 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.

## 15 CLOSING YOUR ACCOUNT

- 15.1 You can close your account at any time, subject to any Special Conditions that apply to particular accounts and to normal administration requirements. Requests to close your account can only be carried out when all the funds in the account are cleared.
- 15.2 We can close your account at any time without giving any reason, but (except in exceptional circumstances):-
- 15.2.1 we will give you at least two months' written notice;
  - 15.2.2 if you have a fixed rate product, we will not close your account before the end of the fixed rate term; and
  - 15.2.3 we will not close your account, or threaten to do so, as a response to a valid complaint that you have made.
- 15.3 The exceptional circumstances mentioned under Condition 15.2 are:-
- 15.3.1 you have deliberately given us any false information in relation to your account;
  - 15.3.2 you have not provided us with information we have requested about your identity or liability for tax;
  - 15.3.3 you were not entitled to open the account;
  - 15.3.4 you have committed a serious breach of the Conditions of your account or have repeatedly breached the Conditions and did not put this right within a reasonable time of us asking you to do so;
  - 15.3.5 the contract between us is void or unenforceable by law;
  - 15.3.6 we have a legal obligation to close the account;
  - 15.3.7 you have acted in a threatening or abusive manner towards our staff;
  - 15.3.8 in response to a bankruptcy notice being served against you;
  - 15.3.9 if we reasonably believe that there may be fraudulent activity or other financial crime affecting the account; or
  - 15.3.10 if we reasonably believe that by continuing to allow you to operate an account with us, we may be in breach of the law, regulation, code, court order or other duty, or that we may be exposed to action from any government, regulator or law enforcement agency.
- 15.4 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.
- 15.5 If we close the account in full and make repayment to you, in person or by post, then you will have no further right or interest in the account.

## 16 STATEMENTS

- 16.1 We will send account holders an annual statement of account unless:-
- 16.1.1 there have been no transactions on your account during the relevant annual statement period (other than the crediting or payment interest during the period since the last payment was sent); or
  - 16.1.2 the account is a passbook account.
- We do not issue statements more frequently unless a product term states otherwise, or it is requested by regulation, or Condition 16.2 applies.
- 16.2 Whenever you make a payment out of your account, we will give you information about that payment, in one of the following ways:-
- 16.2.1 if you instruct the payment in branch and you have a passbook, we will update your passbook; or
  - 16.2.2 if you do not instruct the payment in branch, or you do not have a passbook, we will send you a payment notification in writing within a month of the payment.
- 16.3 However, we do not have to do this where the payment is a regular outstanding payment of interest, or it is a payment by cheque.
- 16.4 Information about automated payments (of any kind) into or out of your account can be provided on request at any time upon presenting your passbook for updating.
- 16.5 Replacement copies of statements can be provided on request. We may charge an amount to reflect our costs in producing copies, and will notify you of this cost at the time of your request. Please refer to Condition 9 for more details.

- 16.6 You should check all statements and your passbook regularly. If you notice an entry which seems to be wrong, you should tell us as soon as possible. Please refer to condition 20 for more details.

## 17 JOINT ACCOUNTS AND TRUST ACCOUNTS

- 17.1 If an account is held in more than one person's name, then the account 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.
- 17.2 The terms of under these Conditions apply to each account holder individually, as well as jointly together with other account holder(s). Each account holder can be held fully responsible for any liability that the account holders may have in respect of that account.
- 17.3 Where multiple accounts are held in Joint and Sole names we will send one copy of information or notices addressed to both account holders at the first account holder's correspondence or email address unless you advise us otherwise.
- 17.4 You can choose the order in which names appear in our records. Any changes 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.
- 17.5 For tax purposes only, joint account holders are treated as being entitled to the money in the account in equal shares. This does not affect the operation of Condition 17.6, which takes precedence.
- 17.6 When 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).
- 17.7 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 the money in the account.
- 17.8 Any authorisation given under Condition 17.7 can be stopped by any account holder. However, we will need one working day's notice to put this into effect.
- 17.9 If there is a dispute between any of the account holders you must tell us. If we have reason to think that there is a dispute between account holders we may (but will not be obliged to) require the signature of all account holders, despite any authorisation that has been given to us previously under Condition 17.7.
- 17.10 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 where permitted in accordance with Condition 17.7.
- 17.11 We may (in accordance with Condition 10.5) 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.
- 17.12 The liability of joint account holders is joint and several. This means that each of you is separately responsible to us for performance of all the obligations of the account holders, and not just a share of them.
- 17.13 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 will not have any liability for failing to do so), except as may be required by law.

## 18 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.

## **19 UNCLAIMED BALANCES – LOST SAVINGS ACCOUNTS**

**19.1** If no payment into or withdrawal from your account is made:-

**19.1.1** for a period of three years (where the amount in the account is less than £100); or

**19.1.2** for a period of five years (in other cases)

and we cannot trace you (after having 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.

**19.2** Condition 19.1 is subject to any rules that may be made under any legislation.

## **20 ACCOUNT DOCUMENTS**

**20.1** We may issue you with a passbook, certificate or other similar document relating to your account. If we do:-

**20.1.1** the document will belong to us;

**20.1.2** you agree to return it to us for updating, or for any other purpose we reasonably require;

**20.1.3** you agree to keep it safe, and 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

**20.1.4** the document must be produced to us before any withdrawal from the account is made.

**20.2** 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:-

**20.3.1** providing us with reasonable evidence of the loss or theft;

**20.3.2** notifying, and co-operating with, the police;

**20.3.3** restricting withdrawals from the account until you have received your new passbook sent to your registered address;

**20.3.4** signing any form of indemnity that we may reasonably require;

**20.3.5** providing us with evidence of your identity.

**20.3** You should check your passbook regularly. If there is any 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 12 and 13 will apply in relation to liability.

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

## **21 CHANGING THESE CONDITIONS**

**21.1** We can change these Conditions 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 anticipated in the near future):-

**21.1.1** to respond to changes in the law or the decision of a court or Ombudsman;

**21.1.2** to meet relevant regulatory requirements;

**21.1.3** to reflect the recommendations or decisions of the Financial Conduct Authority, Prudential Regulation Authority or any other body responsible for regulating our business;

**21.1.4** to take account of changes in the costs of our services we incur in providing your account;

**21.1.5** to make the terms clearer or fairer;

**21.1.6** to provide you with extra benefits or services;

**21.1.7** to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection;

**21.1.8** to correct mistakes where reasonable to do so; or

**21.1.9** to reflect changes in the technology we use or our systems.

**21.2** Any change we make under Condition 21.1 will be proportionate to the circumstances giving rise to the change.

- 21.3 A change which is not at your disadvantage may be made immediately and without prior notice. We will tell you about the change within 30 days of it coming into effect. However, if the change relates to automated or electronic payments into or from your account, we will give you at least two months' notice of the change.
- 21.4 A change which is to your disadvantage will be effective only after at least 30 days' (or two months' if the change relates to automated or electronic payments into or from your account) written notice is given to you.
- 21.5 If we give you notice of a change under Condition 21.1 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.
- 21.6 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.
- 21.7 Notices under Condition 21.4 will be sent by individual letter, email (if you have provided these details) or other personal notice including electronic means.
- 21.8 Notices under Condition 21.3 may be given in this way, or instead be given by general notice in our branches, Head Office and on our website.
- 21.9 This Condition 21 does not apply to changes to interest rates, or charges, which are dealt with in Conditions 7 and 9.
- 21.10 If we make any changes to the Conditions, we will give you a copy of the new Conditions or a summary of the changes and tell you where you can find a full copy of the Conditions.

## 22 NOTICES

- 22.1 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.
- 22.2 If we, accidentally, fail to:-
  - 22.2.1 send you a communication intended for our investors generally or a category of investors of which you are one; or
  - 22.2.2 display a notice at any of our offices,
 this will not make the notice invalid.
- 22.3 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.

## 23 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.

## 24 SET OFF

- 24.1 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.
- 24.2 When the account is in your sole name only, our right of set off allows us to take money in your account to pay a debt only you owe or to pay a debt that you and someone else owes us together.
- 24.3 When the account is a joint account, our right of set off allows us to take money in your account to pay:-
  - 24.3.1 A debt owed to us by one or more of the account holders; and/or
  - 24.3.2 A debt owed to us by one or more of the account holders and someone else together.

- 24.4 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,
- 24.4.1 The money is needed to meet your essential living expenses or payments due in respect of:
    - i. Mortgage or rental payments on your home;
    - ii. Your essential goods or services (such as payments due in respect of your cooker or refrigerator or your means to travel to work);
    - iii. Utilities (water, gas, or electricity); or
    - iv. Court orders or legislation (for example, council tax, child support maintenance or court fees).
  - 24.4.2 You are holding the money on behalf of someone else.
  - 24.4.3 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.
- 24.5 If we propose to use our right of set off in relation to money in your account we will contact you at least 14 days beforehand to tell you this.
- 24.6 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.
- 24.7 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.

## 25 COMPANIES, ETC

- 25.1 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” and “your” in a context which indicates an individual person rather than a corporation will instead mean the “authorised officer” where appropriate.
- 25.2 Accounts in respect of unincorporated organisations, such as partnerships at will under English law 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 17 if there are joint account holders.
- 25.3 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.

## 26 GOVERNING LAW

These Conditions are governed by the law 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.

## 27 JURISDICTION

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Conditions or its subject matter or formation.

## 28 LANGUAGE

All communications between you and us will be in English.

## 29 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 this service and how to refer a complaint to them can be found on their website at [financial-ombudsman.org.uk](http://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, Agency or Head 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

### The Society's branches and agencies

Private appointments available in the afternoon at Branches. Please call to make an appointment.

#### Society's Branches

##### Broughton Astley Branch

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

##### Opening hours:

Mon to Fri: 9am – 2pm

Sat: 9am – 12 noon

##### Castle Street Branch

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

##### Opening hours:

Mon to Fri: 9am – 2pm

Sat: 9am – 12 noon

##### Coalville Branch

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

##### Opening hours:

Mon to Fri: 9am – 2pm

Sat: 9am – 12 noon

##### Lutterworth Branch

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

##### Opening hours:

Mon to Fri: 9am – 2pm

Sat: 9am – 12 noon

##### Nuneaton Branch

10 Newdegate Street, Nuneaton, Warwickshire CV11 4EL  
024 7638 3703

##### Opening hours:

Mon to Fri: 9am – 2pm

Sat: 9am – 12 noon

##### Rugby Branch

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

##### Opening hours:

Mon to Fri: 9am – 2pm

Sat: 9am – 12 noon

##### South Wigston Branch

28 Blaby Road, South Wigston, Leicestershire LE18 4SB  
0116 278 6152

##### Opening hours:

Mon to Fri: 9am – 2pm

Sat: 9am – 12 noon

#### Branch Agencies

##### Enderby Agency

22 Cross Street, Enderby, Leicestershire LE19 4NJ  
0116 286 7045

##### Opening hours:

Mon to Fri: 9am – 2pm

Sat: 9am – 12 noon

##### Spalding Agency

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

##### Opening hours:

Mon to Fri: 9am – 2pm

Closed on Saturdays

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#### Head Office

Upper Bond Street, Hinckley, Leicestershire LE10 1NZ  
01455 251234

##### Opening hours:

Mon to Fri: 9am – 5pm;

Sat: Closed



Telephone: 01455 251234

Website: [hrbs.co.uk](http://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