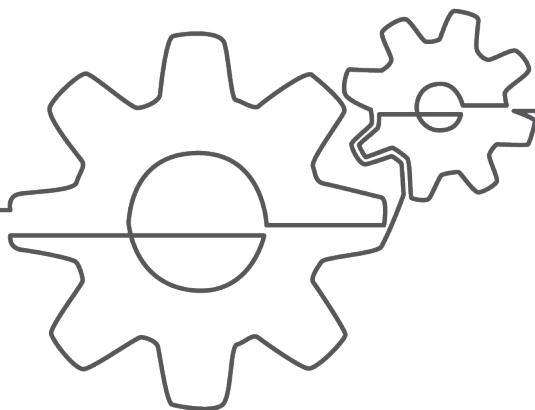


# Savings Account Terms and Conditions

27 June 2024



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# HINCKLEY & RUGBY BUILDING SOCIETY

## GENERAL TERMS & CONDITIONS FOR SAVINGS ACCOUNTS

Information section

### HOW TO CONTACT US

You can contact us by:

- telephoning us on 01455 251234;
- visiting our website [hrbs.co.uk](http://hrbs.co.uk);
- emailing us at [enquiry@hrbs.co.uk](mailto:enquiry@hrbs.co.uk);
- visiting or writing to any of our branches or agencies; or
- writing to us at our head office:  
HRBS, Upper Bond Street, Hinckley, Leicestershire LE10 1NZ.

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

### 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 make sure you feel welcome when you visit or contact us. 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 to discuss our products and services, and we have private areas available if needed. Documents are available in large print, and we are updating all documents in plain English to make them clearer. We have 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 (PRA) and regulated by the Financial Conduct Authority (FCA) and the PRA. 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 permanent residents and tax residents of the UK. We review our savings products from time to time, and any of our accounts may be removed from sale at short notice.

#### Website

You can visit our website [hrbs.co.uk](http://hrbs.co.uk) for details of all our savings accounts and up-to-date interest rates. We show rates for the accounts we offer now and accounts that we no longer offer, for at least the last six months. Rates are updated on our website within three business days of any change. There is also a link to the Bank of England base rate.

#### Branches

Our branches display notices of current interest rates, and staff will be pleased to help you when you are choosing a suitable product or service to meet your needs.

## **Telephone**

You can call us on 01455 251234 for details of our accounts and up-to-date interest rates.

## **Online**

H&R Online is the Society's online service, available to customers with a savings or mortgage account. Register with our online service to view and manage your existing HRBS accounts and any products available online.

## **OPENING AN ACCOUNT**

To open an account with the Society, we need three things from you:

- A completed application form, either by post, in branch, or online (for accounts opened in H&R Online).
- At least the minimum deposit to pay in for the type of account, within five days of the account opening.
- Proof of your identity and your address. We will do this through an electronic check, which is a 'soft search' and does not appear on your credit history. In the rare event that ID documents are needed, we will contact you.

## **Identification**

We reserve the right to carry out any extra ID checks that are necessary to meet our legal responsibilities. We may delay the opening of your account or the carrying out of your instructions until these checks are complete. If we are unable to confirm your identity, we will not be able to open the account or carry out your instructions.

You must tell us if you change your address, and we may need to see proof of this.

## **Source of Funds**

We reserve the right to confirm the source of your funds, meaning where the money has come from, and the source of your wealth, meaning how you have gained your total assets (money, property, and other wealth). We may also need other information relating to your account, and we may ask to see proof.

You must agree to give us any documents and information we ask for without delay, so that we can meet our regulatory and/or legal requirements (rules set by our governing bodies, such as the Financial Conduct Authority [FCA]). You must also agree that anything you provide is accurate, true, and complete. Please note that we can refuse to open an account without giving any reason. There is no contract between us until we have opened an account.

## **CHANGING YOUR MIND**

If you open a new account but then change your mind, you must inform us within 14 days from the date the account is opened. You will need to confirm in writing whether you want to:

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

Whichever you choose, you will not have to:

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

However, please note that there is no cancellation period for fixed rate accounts (except a fixed rate cash ISA), or accounts where the interest rate depends on rises and falls in the financial markets that are outside our control and may happen during any cancellation period.

## **CHEQUE CLEARING**

Cheques take six business days to clear. This means you must allow six business days to pass after paying in a cheque before you can take that money out. Interest on money paid in by cheque is calculated from the day after we receive it.

For more details please see Conditions 10 and 14 of the General Terms and Conditions section of this booklet.

## **ABOUT OUR TERMS AND CONDITIONS**

The terms and conditions that apply to all our savings accounts are set out on pages 10 to 33 of this booklet. Special conditions may also apply to particular types of account. You will find them in the product leaflet dealing with those accounts.

You should read the terms and conditions and any special conditions carefully. If there is anything you do not understand, please ask us. You also have the right to ask us for a copy of the terms and conditions that apply to your account at any time while the account is open.

Separate terms and conditions apply to using H&R Online, and are available on the H&R Online service.

## **DEPOSIT GUARANTEE SCHEME**

Hinckley & Rugby Building Society is covered by the Deposit Guarantee Scheme. You can find out more about this at [fscs.org.uk/industry-resources/deposit-protection-banks](https://fscs.org.uk/industry-resources/deposit-protection-banks) or by asking us for a copy of our Deposit Guarantee Scheme Information Leaflet.

## **TAX AND THE PERSONAL SAVINGS ALLOWANCE**

Interest is paid on savings accounts without any tax being deducted. You can find out more about this at [gov.uk/apply-tax-free-interest-on-savings](https://www.gov.uk/apply-tax-free-interest-on-savings).

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.

## **CUSTOMER SERVICES AND COMPLAINTS**

We always aim to provide very high standards of service. However, if you feel unhappy with any part of our service, for whatever reason, we will look into your concerns. We will treat your concerns as a formal complaint, and keep you informed while we investigate.

You can make a complaint in any of the following ways:

- By telephoning 01455 894730.
- By emailing [customercomplaints@hrbs.co.uk](mailto:customercomplaints@hrbs.co.uk).
- By writing to us at our head office:  
HRBS, Upper Bond Street, Hinckley, Leicestershire, LE10 1NZ.

You can read full details of our complaints procedure in our Complaints Information Leaflet. It is available on our website at [hrbs.co.uk/complaints](http://hrbs.co.uk/complaints) or you can ask us for a printed copy.

If you are not satisfied with how we have dealt with a complaint, you are entitled to refer it to the Financial Ombudsman Service (FOS) at [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk) within six months of our final response.

## **WHEN AN INVESTOR DIES**

When an investor dies and has less than £15,000 deposited in total with the Society, we can pay that money to any person who claims to be entitled to it once we have received:

- the original death certificate (or a certified copy); and
- a completed Statutory Declaration & Indemnity Form, witnessed by a solicitor or Commissioner of Oaths.

You can get a Statutory Declaration & Indemnity Form by visiting or contacting any of our branches.

When an investor dies and has more than £15,000 deposited in total with the Society, we can only pay that money once we have received the original Grant of Probate or Letters of Administration.

You can read our full bereavement policy on our website at [hrbs.co.uk/savings/existing-customers/bereavement](http://hrbs.co.uk/savings/existing-customers/bereavement).

## **DATA PROTECTION AND CONFIDENTIALITY**

We are the controller of the personal data you provide to us, which we will use to open and run your account. By this condition, you allow us to access, use, and keep any information that you give us, so that we can provide our services to you. These Terms and Conditions should be read together with our Privacy Notice, which is available by:

- visiting our website at [hrbs.co.uk/privacy](http://hrbs.co.uk/privacy);
- visiting any of our branches or agencies;
- telephoning 01455 251234; or
- emailing [enquiries@hrbs.co.uk](mailto:enquiries@hrbs.co.uk).

Full details of the information we hold about you, and what we use it for, are included in the application form and in our Customer Privacy Notice. We will not share your personal information with anyone, unless:

- you ask us, or give us permission, to share it;
- there is a duty to the public to make it known;
- we are required by law to share the information; or
- we have to share the information to meet a regulatory requirement, for example if money is paid into your account by mistake, or to prevent fraud.

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 finished (or longer if we have a legal requirement to do so). You can let us know at any time if information we hold about you has changed, so that we can update it.

Under data protection laws, you have the right to see the personal records that we hold about you. You also have the right to instruct us to correct your personal data, erase it, or to transmit it to another data controller. To do any of these things, please contact our Data Protection Officer (see below).

If you have any questions or concerns about the way we use your personal information, please contact our Data Protection Officer by calling 01455 251234 or by emailing [dataprotectionofficer@hrbs.co.uk](mailto:dataprotectionofficer@hrbs.co.uk).

If you still feel unhappy about the way we use your personal information, you have the right to complain to the Information Commissioner's Office. You can find out more at [ico.org.uk](http://ico.org.uk).

## **MARKETING OF SERVICES**

To help you stay up-to-date with our products and services, we may write to you from time to time to tell you about them. We may also tell you about another company's products or services if we feel they may be useful or helpful to you.

If you wish to receive this type of information, you can give us permission by ticking the boxes in the account application form. If you did not give us permission before, but later decide that you do wish to give it, you can let us know by contacting our Data Protection Officer (see above).

If you give us permission, but later change your mind, you can withdraw your permission at any time by contacting our Data Protection Officer (see above).

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

## **MEMBERSHIP RIGHTS**

The Society has rules that members must follow, and which the Society itself must follow. Individuals holding share accounts (personal savings accounts) with us are members of the Society.



Our rules include membership rights, including the right of members to vote at meetings. Although joint account holders are all members, only the person who is named first on an account holds voting rights.

You can read the Society's rules at [hrbs.co.uk/the-society/rules](https://hrbs.co.uk/the-society/rules), and you can get a copy from any of our branches or by contacting our head office.

## **BRANCH OR AGENCY CLOSURES**

If we plan to close or move your branch or agency, we aim to tell you at least twelve weeks before the closure or move. This may not be possible where there are reasons outside our control.

If your branch is closing or moving, we will tell you in detail how we plan to continue providing services to you, and explain the methods you can use to manage your account. We will also place a notice in the branch or agency to inform customers of the nearest other branch or agency.

We will also tell you if we decide to replace your branch or agency with automated services, or decide to reduce the branch opening times by thirty percent or more.

## **WHAT YOU CAN DO TO PROTECT YOUR ACCOUNTS**

It is important that your account is secure at all times to prevent misuse. Here are some things that you should do:

- Keep your passbook and other account information safe and secure, and let us know as soon as possible if your passbook is lost or stolen by calling 01455 251234.
- If you change your name, address, telephone number, or email address, please tell us as soon as possible.
- Also tell us as soon as you can if you do not receive any information that you were expecting to receive from us.
- Check and update your passbook regularly.
- Be careful about how you throw away information about your account. Any printed material that includes account information should be shredded (or cut into very small pieces).
- Never give your account details or security information to anyone unless you know who they are and why they need them.

We may ask you to give us information that we must collect to meet our regulatory requirements. This could be for reasons such as the need to protect against money laundering and financial crime. You must give us that information without delay. If you do not, this may result in us delaying or being unable to process your payments, and you may not be able to access your account. We will not be responsible for any loss that results from this. Please also see Condition 20 on page 29 of this booklet.

# HINCKLEY & RUGBY BUILDING SOCIETY

## GENERAL TERMS & CONDITIONS FOR SAVINGS ACCOUNTS

### 1 INTRODUCTION

- 1.1 These general terms and conditions (referred to as the ‘conditions’) apply to all savings accounts with the Society. Some accounts also have some special conditions, which may replace some of the general conditions or may be extra conditions. If an account has special conditions, they are provided to you separately and should be read together with the general conditions.
- 1.2 In the conditions, the following terms are used:
- ‘Business day’ means a day other than a Saturday, Sunday, or bank holiday.
  - ‘You’ and ‘your’ refer to holders of savings accounts.
  - ‘The Society’, ‘we’, ‘us’ and ‘our’ refer to Hinckley & Rugby Building Society.
  - ‘Special Conditions’ means any special conditions relating to your account.
  - ‘Rules’ refers to the Society’s rules, which the Society and all its members must follow.
- 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 ask for another copy of these conditions at any time while your account is open. You can do this by visiting our website or any of our branches or agencies, or by contacting our head office.

### 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 our rules will also apply to you. However, where any of these conditions (or any special conditions for a particular account) conflict with any of those rules, the conditions will apply. You can get a copy of our rules by visiting our website or any of our branches or agencies, or by contacting our head office.
- 2.2 If you have a deposit account, you are not a member of the Society. However, you must follow some of our rules, namely rules 4 (4 – 7), 5, 6 (1 – 3), and 8 (4 – 5). These particular rules apply to deposit account holders in the same way that they apply to shareholding members.
- 2.3 If your account becomes overdrawn, you will stop being a member (in respect of the overdrawn account) from a date that we decide and of which we will tell you.

### **3 OPENING AN ACCOUNT**

- 3.1 The Society's savings accounts are only available to customers who are permanent residents and tax residents of the UK.
- 3.2 The Society reserves the right to refuse to open an account without providing a reason.
- 3.3 We will need proof of identity and address before an account is opened. If we receive money without acceptable proof of identity, we may return the money or hold onto it while awaiting instructions from any relevant authority.
- 3.4 Once we have opened an account, you have 14 days after the date of opening to tell us in writing that you have changed your mind. If you tell us within this time, we will help you switch to another of our accounts or (if we have received cleared funds) give you back your money with any interest it has earned. We will ignore any notice period and any extra charges.
- 3.5 Condition 3.4 does not apply to fixed rate accounts (except a fixed rate cash ISA), or to accounts where the interest rate depends on rises and falls in financial markets that are outside our control and may happen during any cancellation period.
- 3.6 If you do not exercise your right to change your mind within 14 days, 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 give us proof 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 show it to us so that we can note the change of details.
- 4.4 You agree to provide us with an example of your signature(s) 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 your passbook is lost or stolen, after you have:

- 4.6.1 told the police, if stolen;
- 4.6.2 given an indemnity; and
- 4.6.3 paid a fee (if applicable),

we will either issue a replacement passbook or transfer the balance to a new account. The new passbook will be posted to your registered address and withdrawals cannot be made until the passbook is received.

4.7 Your account number is unique; please quote it whenever you write to us. You will also need it when paying money in.

4.8 If there has been no money paid into or taken out of your account for five years, we may ask you to give us proof of your identity again.

## **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.

We can close an account if the amount in it is below the minimum for that account.

5.2 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 maximum holding by any one person across all of their 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 is greater than the limit set out in the special conditions for that account, the Society may give the customer 30 days' notice to take out the money that is over the maximum allowed balance. If the customer does not do this within 30 days, the Society will send a cheque for that amount, made out to the account holder and sent to the account holder's registered address.

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

6.1 Unless the special conditions for a particular account state 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 by post. However, for security reasons we do not accept cash sent by post. Condition 7.4 explains when interest begins to be earned on any money that you pay in.

6.2 You can pay money into your account by standing order or faster payment (which you will need to set up with your bank).

- 6.3 You can pay cheques into your account at any of our branches or agencies, or by post. Cheques that you wish to pay into your account must be made payable to the account holder(s), including initials (e.g. Mr J Smith). If not, we will not accept them for payment into an account. This is to protect against fraud.
- 6.4 When paying money in by cash or cheque, you will need to show your passbook if one has been issued to you, or provide your account number.
- 6.5 When someone else makes a payment into your account, we will ask them to confirm their name. If that person refuses to provide this information, the payment may be refused and we will contact you to agree a different way of making 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 Account name: Hinckley & Rugby Building Society
  - 6.6.2 Society's Sort Code: 40-05-30
  - 6.6.3 Society's account number: 74575938
  - 6.6.4 Your Hinckley & Rugby 11 digit savings account number

When setting up your payment, select 'Business' as the account type. This is because the payment will be received into our business account.

If you arrange for money to be paid into your account by electronic transfer, it is your responsibility to make sure that all your account details are provided correctly. If your Hinckley & Rugby account number is not included, the payment will be returned.

- 6.7 Money paid into your account by cash or electronic transfer will be available for withdrawal once it has been received in your account, 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. 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 issued by a bank or institution that does not operate in the UK or in a currency 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. For monthly income accounts, interest is calculated on a daily basis using the annual interest rate divided by 12.
- 7.2 From 6 April 2016, interest is paid without any tax deductions.

- 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 money paid in by electronic transfer or in cash from the day we receive it;
- 7.4.2 calculate interest on money paid in by cheque from the day after we receive it;
- 7.4.3 calculate interest on money taken out up to and including the day before you take it out; 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 paid is included in our Interest Rate leaflet and the information leaflet for each particular account.

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 believe that the change is needed for any of the following reasons:

- 7.6.1 to respond to changes in the Bank of England base rate;
- 7.6.2 to respond to changes in the law or the decision of a court or Ombudsman;
- 7.6.3 to meet regulatory requirements;
- 7.6.4 to respond to new (or changes to) statements or codes of practice or industry guidance to improve consumer protection;
- 7.6.5 to respond to changes to our costs, including administration costs;
- 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.

7.7 Any changes we make to interest rates will be proportionate to the reason for the change.

Changes may include introducing or changing upper and lower limits by 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 business days of the change.

7.9 If we reduce the interest rate on your account and you have £100 or more in your account, we will send you a personal notification at least 14 days before we make the change. If you want to, you then have 30 days from the date of notification, to tell us you want to close your account or switch to a different account. If you do that, you will not have to give any notice, pay any charges or suffer any loss of interest that might otherwise have applied. If we do not hear from you, we will regard you as accepting the change on the date it comes into effect.

This does not apply:

- 7.9.1 if your balance is below the account's minimum operating balance; or
- 7.9.2 to fixed rate or tracker accounts.

However, the change will be displayed in our branches and on our website.

## 8 OFFSET SAVINGS ACCOUNTS

**This section is specific to a product linked to a mortgage. The conditions within this Condition 8 apply only to Offset Savings Accounts.**

8.1 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.

8.2 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.

- 8.3 At no time will any Interest be paid to the linked Offset Savings Account. It is instead paid directly to the mortgage account on the first business day of the following month.
- 8.4 Interest is accrued at the same interest rate chargeable on your Offset Mortgage sub-account.
- 8.5 You can add to your Offset Savings Account, but no interest is earned on any amount over and above the outstanding mortgage balance.
- 8.6 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. This notional interest credit from the linked Offset Savings Account does not count towards any overpayment limit detailed in your Mortgage Offer.
- 8.7 No interest will be earned on the Offset Savings Account during the month in which the mortgage is redeemed. When the mortgage is redeemed in full there will be no interest paid to the mortgage account.
- 8.8 Any funds withdrawn from an Offset Savings Account will earn interest up to and including the day before you take it out.
- 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. If there are no other Offset Mortgage sub-accounts, the Offset Savings Account will be closed.
- 8.10 If you are in any breach of the Mortgage Conditions or the terms of your Mortgage Offer, the Society will charge to the mortgage account an initial administration fee followed by a month fee for every month that the Mortgage Conditions remain breached. See our Tariff of Mortgage Charges at [hrbs.co.uk/tariff](http://hrbs.co.uk/tariff) or contact us to receive a copy.
- 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 a 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.
  - 8.11.2 The borrowers on the Offset Mortgage Account are different from the account holders of the linked Offset Savings Account.
  - 8.11.3 There is any change in the Law, or a change to any Code of Practice including HM Revenue and Customs Practices or interpretation thereof, or to the requirements of the Financial Conduct Authority or any other



regulatory body, or there is a decision by 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 keep 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 – 01455 251234 – or asking at a branch. 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 direct debit, stopping a cheque, CHAPS transfer, replacement of lost passbook, copy cheque, or the recall of a faster payment), we will tell you the reason for and amount of the charge before we provide the product or service. This does not apply to charges for unpaid cheques or recalled standing orders.
- 9.3 We can change the charges we make at any time if we believe that the change is needed for any of the following reasons:
- 9.3.1 to respond to changes to our costs for 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 improve consumer protection.

- 9.4 Any changes we make to our charges will be appropriate to the reason for the change.
- 9.5 Changes may include removing or changing existing charges, or introducing new charges.
- 9.6 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' notice by either letter, email, 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).
- 9.7 If we give you notice of a change under Condition 9.5, then you have the right to switch the account or close it (at any time up to the date the change happens) without losing any interest or paying any other charges.
- 9.8 If you do not tell us that you object to the change before the date on which the change happens, it will be taken that you have accepted it.

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

## **10 WITHDRAWALS**

- 10.1 Withdrawals can be made during our normal business hours, subject to the special conditions for particular accounts. There is a daily cash withdrawal limit at our branches and agencies, which is set out in our Interest Rate leaflet and on our website.
- 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 not been used 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. A signed authority is required, which must match the signature provided to us when the account was opened (or one or more of the signatures if a joint account, depending on how many signatures are needed). You may also be asked to provide proof of your identity.
- 10.4 Withdrawals from savings accounts of more than £300,000 (at branches) or £50,000 (at agencies) will take the form of a CHAPS transfer to a UK bank account in your name. In special 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, at any time, limit the amount that can be withdrawn from an account. We will only do this if:
- 10.5.1 we believe there may be activity on the account relating to fraud or other financial crime;
  - 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 believe may be genuine) about the ownership of, or the right to withdraw, the money in the account;
  - 10.5.4 circumstances beyond our control prevent us from offering a normal service (such as in the event of a terrorist threat, computer system failure, or industrial action [strike]); 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 appropriately to the circumstances in question:
  - 10.6.2 we will take all reasonable steps to make sure that the restrictions are lifted as soon as possible 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 we are able to, give you advanced notice; and
  - 10.6.5 we may consider exceptions to the restrictions if we are satisfied that major hardship would otherwise be caused.
- 10.7 If a withdrawal is made by cheque payable to 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 limit the withdrawal 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 believe it has been lost, stolen, or destroyed, or we suspect fraud.
- 10.8 Please also note that:
- 10.8.1 we will only send cheques to you at your registered address; and
  - 10.8.2 we do not allow withdrawals to be made by direct debit or standing order.
- 10.9 If we believe that you are suffering from mental disorder or mental infirmity such that you are not capable of managing your affairs, we will agree to allow any person who has care of you or is managing your affairs to make withdrawals from your account, if:
- 10.9.1 in England and Wales 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 11 includes other information about withdrawals made by automated or electronic payments.

## **11 AUTOMATED AND ELECTRONIC PAYMENTS**

- 11.1 If the conditions (or special conditions) of your account allow, you can make electronic payments from your account:

- 11.1.1 by CHAPS (a same day service for payments made and received in Sterling within the UK); or
- 11.1.2 using the Faster Payment Service (for full details of the service visit [fasterpayments.org.uk](http://fasterpayments.org.uk)).

- 11.2 The Society cannot transfer money out of the UK.

- 11.3 When an electronic payment is made from your account, we will provide the following information to the person receiving the money:

- a reference so they can identify the electronic payment and where it has come from, and any information sent with the payment;
- the amount to be paid into that person's account; and
- the date when the money will be available (cleared) in their account.

- 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 enough money (cleared) in your account.

- 11.6 You can make a CHAPS payment by writing to us or in person at one of our branches or agencies, or to a telephone helpline that is included in some special account conditions. For instructions received before 2pm on the business day that you wish the payment to be made from your account, the payment will be made that day. Otherwise, it will be made the following business day. You will need to give us the

full name of the person or business you are paying, their bank account number, sort code, and the bank's name and address. You will also need to give us any proof of ID and/or security details that we ask for. The money will normally reach the other person's account on the same day that it is sent from your account.

- 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 for the payment even if we cannot debit your account for any reason outside of our control.
- 11.8 For more details about how CHAPS payments work, and what we will need to make them, you can ask at one of our branches or agencies, write to our head office address, or telephone 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 enough money (cleared) in your account.
- 11.12 Faster payments can only be sent to your nominated bank account that is in the same name as your account with the Society. We will need to confirm the details of that account. In most cases we can do this electronically, but if we are unable to we will need you to provide a recent (last 3 months) bank statement for that account, showing your registered address. You cannot use the Faster Payment Service to send money to another person's account.

You may change your nominated bank account, but the account details must be confirmed by us.

- 11.13 There are limits to the amounts that can be sent by faster payment:
- £250,000 per day for offset, business, and charity accounts.
  - £250,000 for maturing bonds.
  - £25,000 per day for all other accounts (where allowed by the account conditions).

Payments in excess of this must be made using the CHAPS system.

- 11.14 Depending on the type of account you have, you can make a faster payment by writing to us, visiting one of our branches or agencies, by a telephone helpline that is included in some special account conditions, or by using H&R Online. For instructions received before 2pm on the business day that you wish the payment to be made from your account, the payment will be sent that day. For instructions

received after 2pm, we cannot guarantee that payment will be sent that day, and it may be sent on the next business day. You will need to give us any proof of ID and/or security details that we ask for.

- 11.15 As long as conditions 11.11 and 11.14 are met, we will send the money from your account on the date instructed (or on the next business day if the date instructed is not a business day). The payment will normally reach your nominated account not later than the end of the business day after we send the money from your account.
- 11.16 A payment made using the Faster Payment 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 for the payment even if we cannot debit your account for any reason outside of our control.
- 11.17 For more details about how faster payments work, and what we will need to make them, you can ask at one of our branches or agencies, write to our head office address, or telephone us on 01455 251234.
- 11.18 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 believe that any transaction (money paid into or out of your account) has been carried out without your authority, or has not been paid correctly, you must tell us immediately. You must also tell us as soon as possible if your online login details and/or password have become known by someone else, or if you believe there has been unauthorised access to your online account.
- 12.2 If there is a transaction that you do not recognise, or that you do not believe you carried out, you can dispute it and may be able to claim a refund. To do this, you will need to contact us as soon as possible or within 13 months of the date of the transaction. You can report it to one of our branches or agencies, in writing to our head office, or by telephone on 01455 251324.
- 12.3 If you tell us about a transaction that you did not authorise, we will investigate it.
- 12.4 If we do need to investigate under Condition 12.3, you must cooperate with us or any of our agents, and with the police if we need to involve them.
- 12.5 If your actions are fraudulent, or you have authorised another person to use your account, or shared your login details and password for H&R Online, you will be liable for all losses that result from those actions.

- 12.6 If you act with gross negligence, or deliberately fail in meeting your obligations, in any matter relating to your account or the use of any payment instrument (such as a passbook), you may be liable for all losses that result from transactions up to the date you tell us (see also Condition 12.11). Up to the time you tell us about any loss, theft, or misuse 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 meet any of the requirements in these conditions to keep your account document or security features safe, and such 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 if the loss, theft, or misuse of the payment instrument relating to your account was not detectable by you (meaning you could not reasonably be expected to have noticed it) before the payment that resulted in the loss was made.
- 12.8 Subject to conditions numbered 12.1 to 12.5, and 13.1, if you tell us about a withdrawal that you did not authorise, we will investigate. We will normally refund that amount by the end of the next business day (to put your account back into 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 tell you before we do this.

To tell us about an unauthorised withdrawal, you can report it to a branch or agency during opening hours, or telephone us on 01455 251234 (or by the other contact details on our website [hrbs.co.uk](http://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 believe the request to be correct we will stop you from withdrawing that money while we try to contact you. Unless you tell us that you do not agree that the payment has been made into your account by mistake, by the date stated in our communication to you, we will take 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 take reasonable steps to recover any money that has been sent incorrectly, if you ask us to, but we may charge you for any costs to us in trying to do this; or
- 13.3.2 you fail to tell us when you become aware of the mistake or failure within a reasonable time and in any event within 13 months after the transaction was incorrectly carried out or should 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 that 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 it has cleared. If the cheque is not cleared, you will have to repay us the amount of the withdrawal by an alternative method if there is not enough money in the account to cover it. However, we will not take money from your account, or require you to repay us, for a cheque that has not cleared if:

- 14.1.1 you are unknowingly involved in fraud relating to the cheque; or
- 14.1.2 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 if receipt is not before close of business on a business day, then the day of deposit is the 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 unusual or exceptional circumstances):

- 15.2.1 we will give you at least three 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 that annual statement period (other than the crediting or payment of interest during the period since the last payment was sent);
- 16.1.2 the account is a passbook account; or
- 16.1.3 you have an online account where transactions can be viewed on H&R Online.

An account statement can be provided on request by contacting our branches or agencies, by telephoning 01455 251234, or by making a request through H&R Online.

16.2 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, by viewing your account information at H&R Online, or by telephoning 01455 251234.

16.3 Duplicate or replacement copies of statements can be provided on request. We may charge an amount to reflect our costs in producing copies, and will tell you this cost at the time of your request. Please refer to Condition 9 for more details.

16.4 You should check all statements, or your passbook or online account information, regularly. If you notice an entry that 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

Unless the special conditions for a particular account state 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.

- 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 under these conditions apply to each account holder individually, as well as jointly with other account holders. 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 registered home address or email address unless you tell 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 (priority).
- 17.6 When one account holder dies, we will, on receipt of satisfactory proof of 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.
- 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 New accounts opened online will be set up to allow either account holder on a joint account to authorise payments to the registered nominated account. If you want to change this, you must let us know.
- 17.9 Any authorisation given under Condition 17.7 can be stopped by any account holder. However, we will need one business day's notice to put this into effect.

- 17.10 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 on an instruction, despite any authorisation that has been given to us previously under Condition 17.7.
- 17.11 If there is a relationship between the account holders and it 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 allowed on one signature where allowed in accordance with Condition 17.7.
- 17.12 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.
- 17.13 The liability of joint account holders is joint and several. This means that each of you is separately responsible to us for the carrying out of all the obligations of the account holders, and not just a share of them.
- 17.14 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 ownership of your account 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 making 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 proof of identity) we will repay the money from the closed account to you, together with interest at a rate that we 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 that 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 shown 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:
- 20.2.1 providing us with reasonable proof of the loss or theft;
  - 20.2.2 telling, and cooperating with, the police;
  - 20.2.3 limiting withdrawals from the account until you have received your new passbook, sent to your registered address;
  - 20.2.4 signing any form of indemnity that we may reasonably require; and
  - 20.2.5 providing us with proof of your identity.
- 20.3 You should check and update your passbook regularly. If there is any entry that seems to be wrong (including payments into your account that 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 money is paid into your account in error, the Society reserves the right to reclaim the funds.

## **21 CHANGING CONDITIONS**

- 21.1 We can change these general conditions or any product specific conditions if we believe that the change is needed to:
- 21.1.1 respond to changes in the law or the decision of a court or Ombudsman;
  - 21.1.2 meet relevant regulatory requirements;
  - 21.1.3 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 take account of changes to the costs of our services in providing your account;
  - 21.1.5 make the terms clearer or fairer;

- 21.1.6 provide you with extra benefits or services;
- 21.1.7 respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection;
- 21.1.8 correct mistakes where reasonable to do so; or
- 21.1.9 reflect changes in the technology we use or our systems.

- 21.2 Any change we make under Condition 21.1 will be appropriate to the circumstances resulting in 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 that 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 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
- 21.6 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.
- 21.7 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 losing any interest or pay additional charges.
- 21.8 If you do not tell us that you object to a change before it comes into effect, it will be taken that you have accepted it.
- 21.9 This Condition 21 does not apply to changes to interest rates or charges, which are dealt with in Conditions 7 and 9.

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 email 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 later 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 plan 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 immediately 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 no longer 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 in your organisation to operate the account. The application form has further details. We will also need proof of identity and address for those persons. References in these conditions to 'you' and 'your' in a context that 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 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 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.



**27 JURISDICTION**

The courts of England and Wales will 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 [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk).

## APPENDIX

### Our rules

- a. This is not a complete summary of our rules. You can get a full copy of our rules and memorandum (which sets out our powers) free from any branch or agency, our head office, or our 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 Permanent Interest Bearing Shares (PIBS), 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 lose your account. (Rule 8(5))



# Hinckley & Rugby

Building Society

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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