

Market Harborough
BUILDING SOCIETY

General Savings Account

Terms and Conditions

Notice of Changes

Effective 7 January 2025

together we thrive!

We're making some important changes to our General Savings Account Terms and Conditions which are summarised in this booklet. The changes are effective from **7 January 2025**, so you have plenty of time to understand the changes or contact us if you have any questions.

3. Definitions used in these Terms and Conditions

Before 7 January 2025	From 7 January 2025
New	<p>3.25 APP scam (authorised push payment scam) means where a person uses a fraudulent or dishonest act or course of conduct to manipulate, deceive or persuade a consumer into transferring funds from the consumer's relevant Faster Payments/CHAPS account to a relevant Faster Payment/CHAPS account not controlled by the consumer, where:</p> <ul style="list-style-type: none"> • the recipient is not who the consumer intended to pay, or • the payment is not for the purpose the consumer intended. <p>For the avoidance of doubt, if the consumer is party to the fraud or dishonesty, this is not an APP scam for the purpose of the Faster Payment/CHAPS reimbursement requirement, or the Faster Payment/CHAPS reimbursement rules</p>
New	<p>3.26. Consumer Standard of Caution -</p> <ul style="list-style-type: none"> • The requirement to have regard to interventions: Consumers should have regard to interventions made by their sending PSP or by a competent national authority, such as the police. Those interventions must clearly communicate the PSP's or police assessment of the probability that an intended payment is an APP scam payment. • The prompt reporting requirement: Consumers should, upon learning or suspecting that they have fallen victim to an APP scam, report the matter promptly to their PSP and, in any event, not more than 13 months after the last relevant payment was authorised.

	<ul style="list-style-type: none"> • The information sharing requirement: Consumers should respond to any reasonable and proportionate requests for information made by their PSP to help them assess a reimbursement claim. This includes requests under our 'stop the clock' rules. • The police reporting requirement: Consumers should, after making a reimbursement claim, and upon request by their PSP, consent to the PSP reporting to the police on the consumer's behalf, or request the consumer directly report the details of an APP scam to a competent national authority.
New	3.27. Faster Payment Service/CHAPS Reimbursement rules – Rule defined by the Payment Services Regulator in SD20 and SD21

37. APP Scam Reimbursement Scheme

Before 7 January 2025	From 7 January 2025
New	37.1 Customers should contact the Society immediately (or at the very least within 13 months of the date of the final payment) if they become concerned that they may have sent a payment from their MHBS account which could have been an APP scam payment
New	37.2 The Society will comply with relevant Faster Payment Service/CHAPS Reimbursement rules when considering claims for APP Scam payments
New	37.3 Customers may be entitled to a full refund of the payment made, up to a scheme defined maximum of £85,000

New	37.4 Claims will only be considered where the definition of an APP Scam is met.
	37.5 Sending and receiving accounts must both be UK based accounts
	<p>37.6 Payments may also be refused for reasons including, but not exclusively:</p> <ul style="list-style-type: none"> a. First party fraud b. Gross negligence c. Time exclusions (e.g., claims made before 7 October 2024 and APP claims submitted more than 13 months after the final payment to the fraudster) d. International payments e. Payments which take place across other payment systems f. Scam payments made using cheques and cash g. Payments made to an account the consumer controls, or payments that are not authorised by the consumer ('unauthorised payments') h. Civil disputes i. Where payments are sent or received by credit unions, municipal banks and national savings banks j. On – us/Me to me payments.
	37.7 The Society will endeavour to provide an outcome of an APP Scam claim within 5 Working days but up to a maximum of 35 Working days
	<p>37.8 Customers must be able to demonstrate they have acted in line with the Consumer Standard of Caution</p> <ul style="list-style-type: none"> a. to have regard to any interventions given by their PSP or competent national authority b. to promptly report the scam to their PSP upon learning or suspecting of falling victim to a scam c. to comply with appropriate information requests from their PSP

	<p>to support the assessment of the claim</p> <p>d. to report to the police or allow their PSP to do so on their behalf, if required.</p>
	<p>37.9 Customers will be required to report any fraud to the police and provide the Society with the relevant crime number. In the absence of the customer reporting the crime the Society may do this on behalf of the customer.</p>
	<p>37.10 During the processing of the claim the Society will share your information directly with any relevant 3rd parties in order to arrive at an appropriate decision.</p>
	<p>37.11 Should an APP Scam claim be received from another financial institution relating to a payment received by the Society we may look to:</p> <p>a. immediately freeze any account in question and any additional accounts held by the account holder until the claim is appropriately resolved.</p> <p>b. we may look to offset said claim from the balance of any account in question and/or any additional accounts held by the account holder.</p>

mhbs.co.uk

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This information can be made available in braille, large print and audio format

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under register no. 206041.

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