

Market Harborough  
BUILDING SOCIETY

# General Savings Account

## Terms and Conditions

Effective 7 January 2025

together we thrive!

## Contents

Section	Page	
<b>1</b>	<b>Introduction</b>	<b>3</b>
<b>2</b>	<b>How to Contact Us</b>	<b>3</b>
<b>3</b>	<b>Definitions used in these Terms and Conditions</b>	<b>4</b>
<b>4</b>	<b>Customer Identification</b>	<b>6</b>
<b>5</b>	<b>Opening your Account</b>	<b>7</b>
<b>6</b>	<b>How we use your Personal Information</b>	<b>7</b>
<b>7</b>	<b>Deposits</b>	<b>8</b>
	7.1 Automated Deposits	8
	7.2 Cash and Debit Card Deposits	8
	7.3 Cheque Deposits	8
	7.4 Investment Limits	9
	7.5 Deposit Restrictions	9
<b>8</b>	<b>Withdrawals</b>	<b>9</b>
	8.1 General	9
	8.2 Timings for Electronic Payments	11
	8.3 Notice Periods	11
	8.4 Restrictions on Transactions	11
<b>9</b>	<b>Account Closure or Cancellation</b>	<b>12</b>
	9.1 Account Closure	12
	9.2 Cancellation	13
<b>10</b>	<b>Misdirected Payments</b>	<b>13</b>
<b>11</b>	<b>Interest</b>	<b>14</b>
	11.1 Payment of Interest	14
	11.2 Interest Rates	14
	11.3 Changes to Interest Rates	14
<b>12</b>	<b>Changes to Terms and Conditions</b>	<b>15</b>
<b>13</b>	<b>Changes to Contact Information</b>	<b>16</b>
<b>14</b>	<b>Secure Messaging</b>	<b>17</b>
<b>15</b>	<b>Text Messages</b>	<b>17</b>
<b>16</b>	<b>Joint Account Holders and Trustees</b>	<b>18</b>
<b>17</b>	<b>Operating an account as a Third Party</b>	<b>19</b>
<b>18</b>	<b>Death of an Investor</b>	<b>19</b>
<b>19</b>	<b>Transfer of Savings</b>	<b>20</b>
<b>20</b>	<b>Unclaimed Balances</b>	<b>20</b>
<b>21</b>	<b>Provision of Online Service</b>	<b>20</b>
<b>22</b>	<b>Suspension of the Online Service</b>	<b>21</b>
<b>23</b>	<b>Technical Requirements</b>	<b>21</b>
<b>24</b>	<b>Security</b>	<b>22</b>
<b>25</b>	<b>Deregistration</b>	<b>23</b>
<b>26</b>	<b>Unauthorised Account Access</b>	<b>23</b>
<b>27</b>	<b>Statements</b>	<b>24</b>
<b>28</b>	<b>Provision of Information</b>	<b>24</b>
<b>29</b>	<b>Claims of Third Parties</b>	<b>24</b>
<b>30</b>	<b>Agreement to Assign Windfall Benefits to Charity</b>	<b>24</b>
<b>31</b>	<b>Set-Off</b>	<b>25</b>
<b>32</b>	<b>Service of Notices</b>	<b>26</b>
<b>33</b>	<b>Financial Services Compensation Scheme</b>	<b>26</b>
<b>34</b>	<b>Complaints</b>	<b>26</b>
<b>35</b>	<b>Matters Beyond our Control</b>	<b>27</b>
<b>36</b>	<b>Language and Law</b>	<b>27</b>
<b>37</b>	<b>APP Scam Reimbursement Scheme</b>	<b>27</b>

## 1. Introduction

- 1.1. Market Harborough Building Society (MHBS) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can find us in the Financial Services Register under number 206041.
- 1.2. We are a member of the Financial Services Compensation Scheme (**FSCS**).
- 1.3. This document sets out the general terms and conditions that apply to the savings accounts that you hold with the **Society**, including the **Society's Online Service**. It should be read carefully, in conjunction with the individual **product terms and conditions**, which also apply. If there are any inconsistencies between these documents, the individual **product terms and conditions** take precedence.
- 1.4. In relation to the **Online Service**, you should refer in particular to section 25 relating to Security.
- 1.5. Holders of share accounts are members of the **Society** and bound by its Rules.
- 1.6. Holders of deposit accounts are not members of the **Society** however are still by its Rules.

## 2. How to Contact Us

- 2.1. Our **Principal Office** is Welland House, 15-17 The Square, Market Harborough, Leicestershire, LE16 7PD.
- 2.2. You can contact us by:
  - a. visiting any of our branches (details can be found on our website [mhbs.co.uk](http://mhbs.co.uk));
  - b. calling us on 01858 412412;
  - c. sending a **secure message** via our **Online Service** at [mhbs.co.uk](http://mhbs.co.uk);
  - d. emailing us at [customersfirst@mhbs.co.uk](mailto:customersfirst@mhbs.co.uk); or
  - e. writing to us at our **Principal Office**, detailed above.
- 2.3. All communications with us may be monitored and recorded to improve the quality of our service and for your protection and security.

### 3. Definitions used in these Terms and Conditions

This section contains definitions of some of the phrases used in this document. When we refer to these definitions throughout the document, they will appear in bold. Please contact us if you require further clarification of these definitions or any other wording within this document.

- 3.1. **Account document** means a passbook, certificate, card or any similar item, which we designate to be an account document. Where you are given an account document, it will remain our property and must be returned to us whenever we ask, to be brought up to date or for such other purposes as we may reasonably require.
- 3.2. **Bank account** means a verified UK mainland bank/building society current account in your name that you will use with our **Online Service** or in branch.
- 3.3. **Customer number** means the number that we supply to you if you apply for an account **online**. This can be used in conjunction with your **security details** to access your account **online** or over the telephone.
- 3.4. **FSCS** means the Financial Services Compensation Scheme which may pay compensation to depositors if a building society or bank is unable to meet its financial obligations.
- 3.5. **Joint account holder** means, where your account with us is a joint account, any one or more holders of that account.
- 3.6. **Online/Online Service** means the **Society's** interactive online account opening, enquiry and transaction service.
- 3.7. **One Time Passcode** is a unique number we provide you to verify your identity. You will need a One Time Passcode to log in to your **Online Service** or make changes to your account.
- 3.8. **Principal Office** means the **Society's** registered office in Market Harborough.
- 3.9. **Product terms and conditions** means the key features and terms of the savings product you have chosen.
- 3.10. **Secure message** means a secure electronic mail through our **Online Service**.
- 3.11. **Security details** means the password, **One Time Passcode** and memorable information used in conjunction with your savings account.
- 3.12. **Selected Charity** means the Leicestershire, Leicester and Rutland Community Foundation or, otherwise notified should the **Society** choose to change the charity for a reason deemed by the **Society** to be in the interests of its members and community.
- 3.13. **Society** means Market Harborough Building Society.
- 3.14. **Society's Bank** means the bank/s the **Society** has chosen to process its deposits and payments.

- 3.15. **Successor** means any company or other corporate body to which the **Society** transfers its business.
- 3.16. **Third Party** means a person you have nominated, typically a family member or friend, who is helping you manage your finances and can carry out restricted transactions on your behalf.
- 3.17. **Third Party Mandate** is a temporary arrangement put in place by you to help you manage your finances.
- 3.18. **Text message** means a service by which we will send a message to your mobile phone.
- 3.19. Holders of deposit accounts are not members of the **Society** and therefore have no entitlement to attend or vote at meetings of the **Society**, or receive **Windfall Benefits**.
- 3.20. **Windfall Benefits** means any benefits which you may become entitled to as a shareholding member of the **Society** under the terms of any future transfer of the **Society's** business to a **Successor** (e.g. on a conversion or take-over), where the transfer to the **Successor** is publicly announced within five years of the day on which you become a holder (either sole or joint) of an account (or such shorter period as applies to you if you are in one of the groups of people that the **Society** has decided do not need to agree to the usual five year period\*). The expression '**Windfall Benefits**' does not include (i) the right to have savings in a share account with the **Society** replaced by savings in a deposit account with the **Successor** or (ii) if you are in one of the groups of people that the **Society** has decided may keep some or all benefits\*, those benefits which the **Society** has decided you may keep.
- 3.21. **Working Day** means a weekday between Monday and Friday inclusive, but excludes public holidays.
- 3.22. References to 'you' and 'your' are to the account holder, and references to 'we', 'us' and 'our' are to the **Society** and any **Successor**.
- 3.23. References to 'account' are to the MHBS savings account held by you.
- 3.24. References to 'product' are to the class of accounts (e.g. 60 Day Account) within the **Society's** range.
- 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:
- the recipient is not who the consumer intended to pay, or
  - the payment is not for the purpose the consumer intended.

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

### 3.26. Consumer Standard of Caution -

- **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.
- **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.

### 3.27. Faster Payment Service/CHAPS Reimbursement rules – Rule defined by the Payment Services Regulator in SD20 and SD21

\*Details of these groups and (where applicable) the shorter periods that apply and the benefits that may be kept are available from the **Society**. The number and composition of the groups may be changed from time to time but no change will apply retrospectively.

## 4. Customer Identification

- 4.1. When you apply to open an account, we are required by law to verify your identity and address. This helps to protect our customers against fraud and prevents misuse of the UK banking system.
- 4.2. We will carry out an electronic check to verify the identity of each applicant. However, in certain cases we will need further proof of identity in order to open the account. Suitable forms of identification are detailed on the **Society's** website and in our "Proving Your Identity" leaflet.
- 4.3. We will not open an account until we have verified the identity and address of each account holder.
- 4.4. We will also carry out an electronic check to verify your **bank account**. We may request further information from you to verify your **bank account**.
- 4.5. We also have an obligation to maintain up to date verification of identification for all our customers. This means that we may require additional information on occasion, even for customers who have had accounts with us for some time.

## 5. Opening your Account

- 5.1. The **Society's** savings products are only available to permanent UK mainland residents. Please note that we can refuse to open an account without giving any reason. There will not be any contract between you and us until we have opened an account.
- 5.2. You can apply to open an account via mhbs.co.uk or in person by visiting one of our branches. You will need to be at least 18 years of age to open an account using the **Society's Online Service**; you cannot make an application on behalf of someone else.
- 5.3. When applying for an account via our **Online Service**, a UK mainland **bank account** in your name must be linked with the savings account you are attempting to open. No withdrawals will be permitted until the linked **bank account** has been verified.
- 5.4. Any new account must be funded to the minimum product limit within seven calendar days of opening, or the product being withdrawn, whichever is sooner.
- 5.5. Your account will have a unique account number. Please quote this in any correspondence with us, and whenever paying money in or withdrawing it.
- 5.6. The **Society** does not offer Payment Accounts. Therefore, any regulations that relate only to Payment Accounts will not apply.

## 6. How we use your Personal Information

- 6.1. We will process, transfer and disclose your information:
  - a. to provide you with services;
  - b. to deal with your transactions;
  - c. to meet our legal and regulatory obligations;
  - d. to perform financial crime risk management activity;
  - e. to verify your identity;
  - f. to satisfy the requirements of codes of practice and statutory regulation; and
  - g. to manage our relationship with you (including marketing and marketing research if you consent to this).
- 6.2. We may need to transfer or disclose customer information:
  - a. to the authorities as required; and
  - b. to fraud prevention agencies.
- 6.3. We will not disclose customer information to anyone, other than where:
  - a. we are legally required to disclose;
  - b. we have a public duty to disclose;
  - c. our, or a third party's, legitimate business purposes require disclosure;
  - d. the disclosure is made with your consent; or
  - e. it is disclosed as set out in this section.
- 6.4. Under the Data Protection Act, you can request a copy of all personal information which we hold about you by writing to our **Principal Office**. For further details on how your information is used and how we maintain the security of your information, please refer to our Privacy Policy [mhbs.co.uk/privacy-policy](https://mhbs.co.uk/privacy-policy)

- 6.5. If the **Society** chooses to outsource the processing of customer data the **Society** will ensure the company is a reputable organisation and due diligence is undertaken.

## 7. Deposits

### 7.1. Automated Deposits

- 7.1.1. Subject to the individual product limits, section 7.5. below, and the terms and conditions of your account, you can make automated payments into your account. We reserve the right to refuse or return an automated deposit. We may ask questions and request evidence in relation to the source of an automated deposit.
- 7.1.2. Automated payments (for example, payments via the internet or standing orders) received before 3pm will normally be available for withdrawal two hours after the payment has been received by us. Automated payments received after that time, or not on a **Working Day**, will be available to withdraw from 9am the next **Working Day**.
- 7.1.3. An automated payment may be returned to the paying bank if the information accompanying the payment is insufficient for us to identify you.
- 7.1.4. You can ask us to stop accepting automated payments to your account at any time, by giving us one month's notice. We will not charge you for doing this.

### 7.2. Cash and Debit Card Deposits

- 7.2.1. Subject to the individual **product terms and conditions**, and section 7.5. below, you can make cash deposits to your account at any of our branch offices provided a valid account number is quoted. We reserve the right to refuse a cash deposit. We may ask questions and request evidence in relation to the source of a cash deposit.
- 7.2.2. Cash deposits will be immediately credited to your account and made available for withdrawal, subject to the individual **product terms and conditions**.
- 7.2.3. You can make debit card deposits at selected branches, either by contactless payment or by use of the correct Personal Identification Number (PIN), the debit card used must be in the name of the **Society** account holder
- 7.2.4. Debit card deposits will be immediately credited to your account and made available for withdrawal at the start of the next **Working Day**, subject to the individual **product terms and conditions**.

### 7.3. Cheque Deposits

- 7.3.1. Subject to the individual product limits and section 7.5 below, you can make cheque deposits to your account. Cheques for credit to your account should be made payable to you, and, if possible, quote your account number. We reserve the right to refuse a cheque deposit. We may ask questions and request evidence in relation to the source of a cheque deposit.
- 7.3.2. We may refuse to accept more than ten cheques for credit to your account on the same **Working Day**.



7.3.3. Withdrawals will be allowed against cheque deposits on the eighth **Working Day** following the date of receipt.

7.3.4. Where payment of a cheque is refused by the **Society's Bank** or the bank on which it is drawn, we will debit your account no later than the eighth **Working Day** following the date of receipt. Any such debits will be backdated to the original date of receipt.

7.3.5. Cheques drawn in sterling and from a UK mainland bank are accepted. Any other cheques will not be deposited and will be returned to you.

#### 7.4. Investment Limits

7.4.1. The maximum amount that may be invested with the **Society** is £500,000 per individual. There are lower limits for certain products – please refer to the individual **product terms and conditions** for full details.

#### 7.5. Deposit Restrictions

7.5.1. We may prohibit further deposits into any savings product at any time. When we do this, we will update the relevant product section within the 'Current interest rates for withdrawn products' page of mhbs.co.uk. We will not personally notify you when we do this.

7.5.2. We reserve the right to refuse a deposit into your account, subject but not limited to, the following reasons:

- a. we reasonably believe that by complying with the instruction we might break the law, regulation, code or other duty which applies to us; or
- b. circumstances beyond our reasonable control prevent us from offering a normal service (such as in the event of terrorist threat, computer systems failure or strikes).

7.5.3. We may ask questions and request evidence in relation to the source of a deposit.

7.5.4. We may limit the value of debit card payments into your account. We will not personally notify you when we do this.

7.5.5. We may limit the amount, or denominations, of cash (including coins) you can deposit into your account. We will not personally notify you when we do this.

### 8. Withdrawals

#### 8.1. General

8.1.1. Withdrawals are subject to sufficient cleared funds being available in your account and the individual **product terms and conditions**. There is no overdraft facility on savings accounts.

8.1.2. Where you are issued with an **account document**, you should present the **account document** when requesting a withdrawal in our branches or by post. Failure to do so may result in the withdrawal being delayed.

8.1.3. 'On demand' cash withdrawal limits at branch offices are £500 (per person per day). Only one large cash withdrawal over £500 may be permitted (per person per month), subject to a minimum of 48 hours' notice and approval by the Branch Manager.

- 8.1.4. 'On demand' cheque withdrawal limits at branch offices are £5,000 (per person, per day). Cheque withdrawals over £5,000 may require 24 hours' notice. Electronic transfers are available to your verified **bank account**.
- 8.1.5. The **Society** cannot undertake to stop payment of a cheque withdrawn from a savings account except by the written authority of the payee.
- 8.1.6. Where a cheque is drawn from an account and not presented for payment within six months, it will be re-credited to the account, but no adjustment will be made for loss of interest.
- 8.1.7. You can request an electronic transfer of money within the UK to your **bank account**. Withdrawal requests must be in writing or via the **Society's Online Service**.
- 8.1.8. **Online** requests can be made for payments to your verified **bank account** (subject to a maximum of £100,000 per day) or another MHBS account in your name. This maximum may be varied without notice.
- 8.1.9. Where you instruct us to take a withdrawal from your account we may not make the payment where:
- a. we reasonably believe that there may be fraudulent activity or other financial crime affecting the account;
  - b. we are required to do so by law, regulation or court order;
  - c. there is a dispute (which we reasonably believe may be genuine) about the ownership of, or entitlement to, the money in the account;
  - d. due to abnormal and unforeseeable circumstances beyond our reasonable control we are prevented from offering a normal service (such as in the event of terrorist threat, computer system failure or strikes); or
  - e. circumstances exist which lead us reasonably to believe our financial stability is under threat (such as where rumours cause actual or potential abnormal levels of cash withdrawals).
- In the case of (d) and (e) above:
- a. we will act proportionately to the circumstances in question;
  - b. we will take all reasonable steps to ensure that the restrictions are lifted as soon as practical and to minimise the inconvenience to you;
  - c. we will take into account the interests of the Society's membership as a whole;
  - d. we will, if practical, give advance notice; and
  - e. we may consider exceptions to the restrictions if we are reasonably satisfied that substantial hardship would otherwise be caused.
- 8.1.10. Where we block the making of a payment, we will inform you as soon as practical, giving our reasons, unless it would be unlawful for us to do so.
- 8.1.11. We can suspend your account at any time and prevent you from making any withdrawals from your account on reasonable grounds relating to:
- a. the security of your **personal information**; or
  - b. the security of your **account documents**; or
  - c. the suspected unauthorised or fraudulent use of your **account documents**.

8.1.12. We will inform you in accordance with Section 13 if we suspend your account giving our reasons, unless it would be unlawful for us to do so.

8.1.13. For accounts held in Trust or operated on behalf of the account holder all transactions must be for the benefit of the customer/beneficiary, you may be required to provide proof that the transaction is for the benefit of the customer/beneficiary. We may refuse a transaction if it is not deemed to be in the interest of the customer/beneficiary.

8.1.14. The **Society** can insist that withdrawals of more than £250 made from our savings accounts must be made by electronic payment to your verified **bank account**. Withdrawal requests must be in writing or via the **Society's Online Service**.

8.1.15. Withdrawals from Savings accounts held with the **Society** for and on behalf of a Business must be made via electronic payment directly to the Business's nominated **bank account**.

## 8.2. Timings for Electronic Payments

8.2.1. Electronic payments - where instructions are received before 3pm on a **Working Day**, payments will normally be sent to the destination account on the same day.

8.2.2. Requests received after 3pm, or not on a **Working Day**, will be deemed to have been received on the following **Working Day**.

8.2.3. **Online** requests for withdrawals can be cancelled at any time prior to the transaction date, via the **Online Service**. Requests for other electronic Payments can be cancelled up to 3pm on the **Working Day** before the payment is due to be made

8.2.4. We may temporarily change the payment deadline of 3pm due to abnormal and/or unforeseeable circumstances beyond our reasonable control where we are prevented from offering a normal service.

8.2.5. The **Society** cannot be held responsible where payments are delayed due to additional security checks completed by the **Society's Bank**.

## 8.3. Notice Periods

8.3.1. Where the terms of an account require that a number of days' notice be given for a withdrawal or account closure, that notice must be given in writing or via the **Society's Online Service**.

8.3.2. If, on the seventh calendar day following the proposed withdrawal date, an account has still not carried out the transaction for which notice was given, the notice will be deemed to have expired. Any withdrawals made after that time will be subject to new notice periods or loss of interest in accordance with the terms of the account.

## 8.4. Restrictions on Transactions

8.4.1. We can restrict the amount which can be withdrawn from your account, by placing a hold on your money, if we are required to do so by order of the court, HMRC and any other government body, our regulator or by law.

## 9. Account Closure or Cancellation

### 9.1. Account Closure

- 9.1.1. You can close your account at any time, without giving any reason, after giving appropriate notice which applies to the account. Fixed term accounts cannot be closed until the term has expired.
- 9.1.2. You can close your account by sending us a **secure message** via our **Online Service**; alternatively you can visit us in branch or write to our **Principal Office**.
- 9.1.3. When your account is closed it is your responsibility to cancel any direct payment to your account.
- 9.1.4. Any interest accumulated at the point of account closure will be added to the closing balance irrespective of the existing interest instruction.
- 9.1.5. We will close your account if, after seven calendar days of opening or the product being withdrawn, whichever is the sooner, you have not funded your savings account to the minimum product limit. In that event, interest earned on the account up to closure will be at the lowest rate in our easy access range at that time.
- 9.1.6. We reserve the right to close your savings account(s), without notice, and return your savings to you, should the balance fall below the minimum required as stated in the individual **product terms and conditions**.
- 9.1.7. We will close your savings account(s), without notice, if you cease to be a permanent resident in mainland UK.
- 9.1.8. We can repay to you all or part of your savings at any time, without giving any reason, after giving you at least two calendar months' notice, except where the savings have been accepted for a fixed term or notice which has not expired.
- 9.1.9. In exceptional circumstances, such as persistent breaches of the **Society's** Rules, threatening, abusive or inappropriate behaviour towards staff or where we suspect fraud, we will treat you as being in breach of these terms and conditions and we may close your account without notice.
- 9.1.10. If you reside overseas you cannot hold a savings account with the **Society**.
- 9.1.11. A personal savings account must not be used for any other purpose than personal savings.
- 9.1.12. We may close a savings account without notice if you are deemed to be using your account for anything other than its intended purpose.

## 9.2. Cancellation

- 9.2.1. You can cancel your account within 14 days of making your first deposit or receiving this document, whichever is the later.
- 9.2.2. You can then withdraw your funds without penalty, although the clearance period for cheque deposits will still apply.
- 9.2.3. You should write to our **Principal Office** address enclosing your **account document** (if applicable). Interest will be paid at the lowest rate in our easy access range at that time.

There are two exceptions to this condition:

- a. you should refer to the individual product leaflet for cancellation arrangements on Individual Savings Accounts (ISAs); and
- b. there is no right to cancel fixed term accounts (other than fixed term ISAs).

## 10. Misdirected Payments

- 10.1. If you become aware of any misdirected payment made from your account, please contact us immediately and in any event no later than 13 months after the date of the transaction.
- 10.2. If you are registered for our **Online Service** you can notify us by **secure message**. Otherwise, you can notify us by calling our advertised phone number or visiting one of our branches.
- 10.3. We are not liable for any misdirected payment from your account where:
  - a. you fail to tell us of the misdirected payment without undue delay and in any case within 13 months of the date on which the transaction occurred;
  - b. the cause of the misdirected payment is because you gave us the wrong payment details for us to make the payment; or
  - c. we can demonstrate to you that the correct beneficiary bank received the payment.
- 10.4. If a bank or building society tells us they have made a payment into your account by mistake, we are obliged to cooperate with them and help them recover the funds by deducting the mistaken payment from your account.
- 10.5. If the payer's bank or building society is unable to recover the funds from us and the payer asks them to do so, the payer will be provided with all relevant information they need so they can claim repayment. This information will include your name and contact address.

## 11. Interest

### 11.1. Payment of Interest

11.1.1 Interest is paid in accordance with the **product terms and conditions**.

11.1.2 Interest on your deposit is calculated on a daily basis from the day of receipt. When interest is due to be paid it may be visible on your account from the 24<sup>th</sup> of the month. This won't be available to you until the last **Working Day** of the applicable month (the due date).

11.1.3 Once added to the capital, interest is subject to the same withdrawal restrictions as any other deposits to the account.

11.1.4 Interest is earned up to and including the day prior to withdrawal or closure.

11.1.5 If we hold an instruction to pay interest to your bank and the amount accrued is less than £5 at the interest payment date we will be unable to comply with this instruction and the interest will be credited back to your account.

### 11.2. Interest Rates

11.2.1 Details of our interest rates can be obtained by visiting one of our branches, via mhbs.co.uk or by telephoning our advertised phone number.

11.2.2 Interest rates are variable unless otherwise indicated in the product leaflet.

11.2.3 Where interest rates are variable they may be altered in accordance with Section 12.3.

11.2.4 If your account has an introductory or bonus rate for a specific period, we will contact you before the expiry date to remind you of and explain your options.

### 11.3. Changes to Interest Rates

11.3.1 Unless the account has a fixed interest rate, we may vary the rate if we reasonably believe that the change is needed for any one or more of the following reasons (which may relate to circumstances existing at the time or those which are expected to apply in the near future):

- a. to take account, in a proportionate manner, of general market conditions (including interest rates generally, the base rates of clearing banks, interest rates available on wholesale money markets or similar investments, or the terms on which similar accounts are offered by other organisations providing financial services);
- b. to take account, in a proportionate manner, of changes in the costs we incur in providing the services and facilities available on your account (including changes in technology) because of:
  - i. the reasonable steps we have taken to change our systems for managing those services and facilities;
  - ii. reasons outside our control;

- c. to achieve a reasonable balance between the rates of interest payable on savings and mortgage accounts;
  - d. to take account of, in a proportionate manner, changes in the law, decisions of an ombudsman, regulator or similar person, or any code of practice with which we intend to comply; or
  - e. to maintain our financial strength in the interests of all our customers.
- 11.3.2. If a change to interest rates is to your advantage, the change may be made immediately and will be publicised on our website and/or in our branches within 30 days of the change.
- 11.3.3. Where the change is not to your advantage, we will notify you of the change by letter, email or other personal notice before it comes into effect. This does not apply if the change is not material<sup>#</sup>.
- a. If no notice period applies for withdrawals on your account, we will notify you at least 14 days before the change takes effect.
  - b. If your account has a notice period for withdrawals, we will either:
    - i. Notify you at least seven days plus your normal withdrawal notice period before the change takes effect and your withdrawal terms will remain unchanged; or
    - ii. Notify you at least 14 days before the change takes effect and you will have a period of 60 days to close or withdraw from your account without giving any notice that might normally apply.
- 11.3.4. 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.

<sup>#</sup>an interest rate change will not be considered 'material' where the balance of the account is less than £100 at the time we provide the notice.

## 12. Changes to Terms and Conditions

- 12.1. These terms and conditions remain in force for as long as you hold an account with the **Society**, or until we notify you of a change.
- 12.2. Changes may include the removal of or amendment to conditions or the inclusion of new conditions, for any of the following reasons:
- a. to respond to or anticipate any changes in relevant law, regulations or code of practice, and to take account of general banking practice;
  - b. to respond to a relevant decision by a court, the financial ombudsman, regulator or similar body;
  - c. to introduce and/or enable us to introduce new or improved systems, procedures, services and/or facilities;
  - d. to make the terms clearer or more favourable to you; or
  - e. to enable us to respond to any changes or anticipated changes in our relevant costs and/or to correct any error, inaccuracy, ambiguity or omission in the drafting of this agreement (provided that we act reasonably in doing so).
- 12.3. If the change relates to any of these terms and conditions dealing with automated payments on your account we will give you two months' notice of any change by letter, email or other personal notice. Where you notify us within the two months' notice period that you do not accept the change we will take this as notification that you wish to close your account without notice or loss of interest.

12.4. For any other change to these terms and conditions the following provisions apply:

- a. where the change is to your advantage the change may be made immediately and will be publicised on our website and/or in our branches within 30 days of the change; or
- b. if the change is to your disadvantage we will notify you of the change by letter, email or other personal notice before it comes into effect, and in that case:
  - i. if your account has a notice period for withdrawals, we will either:
    - a. Notify you at least seven days plus your normal withdrawal notice period before the change takes effect and your withdrawal terms will remain unchanged; or
    - b. Notify you at least 14 days before the change takes effect and you will have a period of 60 days to close or withdraw from your account without giving any notice that might normally apply.
  - ii. if your account is for a fixed term any change notified to you will take effect at the end of the fixed term. You will be deemed to have accepted the change unless you notify us in writing, before the end of the fixed term, that you do not accept it. If you notify us that you do not accept the change, we will take this as notification that you wish to close your account at the end of the fixed term.

For changes to interest rates, see Section 11.3.

### **13. Changes to Contact Information**

13.1. It is your responsibility to ensure that we have your current contact details.

13.2. If you do not inform us promptly of a change to your details, the security of your information could be put at risk.

13.3. If you change any of the following information, you should let us know in writing or via our **Online Service**:

- a. name – evidence of name change must be provided;
- b. address – we may request evidence of a change of address;
- c. address for correspondence;
- d. landline phone number;
- e. mobile phone number – this is a requirement for the provision of the One Time Passcode and therefore must be personal to you; or
- f. email address – this is the key communication method we will use to inform you of changes to your account and other important messages. To protect your personal details and your account, the email address you provide should not be accessible by anyone other than yourself.



## 14. Secure Messaging

- 14.1. The **secure message** function is accessed through our **Online Service**.
- 14.2. If you send us a message we will aim to respond to you within three **Working Days**.
- 14.3. Once you have sent a request affecting payments or your account, we may not be able to reverse it before it is implemented.
- 14.4. You must not send us messages:
  - a. which require immediate attention (in this case please contact us by telephone);
  - b. on behalf of any other person or in relation to our dealings with any other person; or
  - c. which are offensive or otherwise inappropriate.

## 15. Text Messages

- 15.1. When you use our **Online Service** to change your personal details, we will send you an authorisation code via text to enable your request to proceed.
- 15.2. To start receiving texts on your mobile phone you need to register your mobile phone number with us by either:
  - a. registering for our **Online Service**;
  - b. applying for a new account; or
  - c. sending us a **secure message**.
- 15.3. You can only register one mobile number (which must be registered with a United Kingdom operator) against your account in order to receive **text messages**.
- 15.4. **Joint account holders** can each register their respective mobile phone numbers.
- 15.5. We will not charge you for **text messages** but your network operator may charge you for some services (e.g. receiving **text messages** when you are abroad). Please contact your mobile phone network provider for details.
- 15.6. **Text messages** are sent once and cannot be resent. You will not be able to reply to a **text message**.
- 15.7. **Text messages** are designed for use in the United Kingdom. If you take your mobile phone outside the United Kingdom without suspending **text messages**, you shall be deemed to authorise us and your network operator to transmit such information and store information in such countries or territories as are necessary to send **text messages** to your mobile phone.
- 15.8. You will be responsible for any charges you incur as a result of receiving **text messages** whilst abroad.

15.9. We are not liable for any failure or delay in transmission or any other aspect of the **text message** service caused by reasons outside our control.

15.10. You may cancel your **text message** alerts at any time by de-registering through our **Online Service** or by contacting our Customer Support Team.

## 16. Joint Account Holders and Trustees

16.1. It is for the account holders to decide the order of the names on the account.

16.2. All **joint account holders** are jointly and severally bound by these terms and conditions and the Rules of the Society.

16.3. Where a savings account is in more than one account holder's name, only the first named saver on the account will be entitled to membership rights (such as the right to receive notices of, and to attend and vote at, meetings of the **Society**).

16.4. **Joint account holders** (other than trustees) may specify how many of them must sign for withdrawals (which could include taking all the money out of the account) and changes to account details.

16.5. Provided the specified number of signatories appears on any withdrawal authority, withdrawals and changes may be made without the knowledge of the remaining account holder(s).

16.6. This arrangement can be ended at any time on the signature of one of the account holders, and thereafter all parties will be required to sign.

16.7. Where a joint account is opened **online**, it is on the understanding that both parties consent to the application and their requirement to register for the **Online Service** individually. Either party may give authority for withdrawals and changes to account information. Organisations must specify the number of authorised persons (to a maximum of two).

16.8. Where the account holders specify that all of their signatures are required for withdrawals and changes to account details, it will not be possible for any withdrawals or changes to be made unless all signatures are provided.

16.9. Where **joint account holders** have different correspondence addresses, we will write to the address of the first named account holder. Each account holder is responsible for informing us of a change of their address.

16.10. We may ask for all **joint account holders** to confirm their agreement to any instruction before we action it.

16.11. In the event of a dispute between **joint account holders**, we may freeze the account until we receive written instructions from all of the account holders.

16.12. In the unlikely event of a transfer of the **Society's** business to a bank or other company, any **Windfall Benefits** that might be paid would also be due only to the first named holder.

16.13. All trustees must sign for withdrawals and changes on trust accounts.

16.14. Any data you share with us, or is held on our records, may be visible or shared with all named **Joint Account Holders**

## 17. Operating an account on behalf of an account holder

17.1. Account holders can appoint another person to help manage their MHBS savings account(s). This can be arranged utilising legal documents such as a Court of Protection or a Power of Attorney, or using the Society's **Third Party Mandate**.

17.2. A **Third Party Mandate** can be used subject to the rules and limitations set out in our 'Third Party Mandate Terms and Conditions' document. The account holder must have mental capacity to make this decision.

17.3. We will carry out an electronic check to verify the identity of each nominated person. In certain cases we will need further proof of identity. Suitable forms of identification are detailed on the **Society's** website and in our "Proving Your Identity" leaflet.

17.4. The mandate will become void if the account holder or **Third Party** loses mental capacity, or on the death of the account holder or **Third Party**.

17.5. We reserve the right to refuse transactions carried out by a **Third Party**. We may contact the account holder for further information as detailed in Section 8.1.13.

17.6. We reserve the right to revoke the **Third Party Mandate** at any time without giving a reason.

## 18. Death of an Investor

18.1. In the event of the death of a **Joint Account Holder** we will, on receipt of satisfactory evidence of the death, treat the surviving account holder(s) as being entitled to the account. The terms and conditions of the account will remain unchanged.

18.2. If a sole account holder dies and does not have more than £25,000 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 and proof of executorship; if Grant of Probate or Letters of Administration is needed to prove the deceased's estate we will require sight of the original document.

18.3. Where a sole account holder has more than £25,000 the **Society** will require sight of the Grant of Probate or Letters of Administration.

18.4. ISA account balances can be passed on to surviving spouses/civil partners when a saver dies. This is known as an 'additional permitted subscription', a one-off ISA allowance, equal to the value of the deceased's ISA holdings.

## 19. Transfer of Savings

- 19.1. You can transfer your savings to another MHBS customer, subject to the product terms and conditions. We may refuse to permit such a transfer without giving any reason.

## 20. Unclaimed Balances

- 20.1. We will treat your account as inactive and may close your account if:
- a. you cannot be traced after reasonable enquiry; and
  - b. for a period of three years you have made no payment to, or withdrawal from, your account and the amount in that account is less than £100.
- 20.2 Your account will continue to earn interest at the current rate applicable.
- 20.3 You may not receive further communication from us once your account is inactive.
- 20.4 If you contact us at a later date and provide us with satisfactory proof of your identity, we will re-activate your account.
- 20.5 We may take part in the Alternative Scheme for smaller institutions under the Dormant Bank and Building Societies Accounts Act. If there has been no activity on your account for 15 years (or other period specified by law), we may transfer any money in your account to the Alternative Scheme for smaller institutions. You will still have the right to your money and you can contact us at any time for information about how to reclaim your money.

## 21. Provision of Online Service

- 21.1. The **Society** undertakes to provide the **Online Service** in good faith and will use its best endeavours to make the service available on a continuous basis. Occasionally, our **Online Service** may not be available - for example, when we carry out maintenance or updates. The **Society** cannot accept responsibility for any inconvenience caused should the service be unavailable for this reason or due to abnormal and unforeseeable circumstances beyond our control, the consequences of which are unavoidable.
- 21.2. Transaction requests cannot be accepted by telephone.
- 21.3. All of the savings accounts you hold with the **Society** can be viewed **online** and will appear once you have registered for the service.
- 21.4. Signatories to organisation accounts will be able to register **online** on behalf of their organisation. Each signatory must register separately.
- 21.5. The **Online Service** is not available to anyone under 18 years of age, or for **third party** signatories. However, an attorney will be able to register for the **Online Service** once the Power of Attorney documentation has been accepted by the **Society**.

21.6. Your access to our **Online Service** will be removed if you close all your accounts with the **Society**.

## 22. Suspension of the Online Service

22.1. We can, at any time, stop you from using our **Online Service** and prevent you from making payments from your account. We will only stop the use of the service under this condition where:

- a. we are concerned as to the security of the continued use of the service; or
- b. we suspect fraud or unauthorised use of the service.

22.2. We will inform you before, or, where this is not possible, immediately after we have stopped your use of the service, unless we are prevented from doing so for reasonable security reasons or because it is unlawful.

22.3. We shall also be entitled to terminate or suspend our service to you if we have reasonable grounds to believe that you have attempted to gain access to our programs, or to the accounts of other customers, or have attempted to introduce any viruses or malware into our systems. We will inform you in writing as soon as practical, giving our reasons, if we decide to do this.

22.4. This notice will be provided to you by letter, email or other personal notification.

## 23. Technical Requirements

23.1. Our **Online Service** uses cookies for:

- a. security purposes, to enable you to have secure access; and
- b. analytical purposes, to measure visitor behaviour so we can improve our website.

23.2. You may choose to set your browser to not accept any cookies, however, please be aware that if you do this, the functionality of our Online Service will be impaired.

23.3. Our main website uses cookies for:

- a. Security purposes, to enable you to have secure access;
- b. Analytical purposes, to measure visitor behaviour so we can improve our website.

23.4 When accessing our main website you will be given the option to manage cookie preferences. You may also choose to set your browser to not accept cookies. Please be aware that if you do this, or don't accept essential cookies, some functionality on our main site will be affected.

## 24. Security

- 24.1. When you contact us we may ask questions which enable us to confirm your identity. This will never include asking you to divulge your **security details**. It is therefore important that at all times we maintain accurate records for you. Failure to inform us of any changes to your personal details may result in us being unable to assist you.
- 24.2. From time to time we may contact you regarding your account. When we do this, we may ask questions which enable us to confirm your identity. This will never include asking you to divulge your **security details**. If you wish to verify the call is from us, please call us back on our advertised phone number.
- 24.3. **Security details** may be taken as part of the account opening process. These details are required when using the **Online Service**, and may be used by us to identify you.
- 24.4. It is your responsibility to:
  - a. ensure that your **security details** are known only to you;
  - b. ensure that you never make a record of your **security details** in a way that can be easily understood by someone else;
  - c. ensure that you never tell anyone else (including **Society** staff) your **security details** (we will never ask you to disclose these details in full); ensure that when using public or shared computers you must not use the 'remember me' function;
  - d. ensure that your email address is kept up to date as this is the key communication method for users of our **Online Service**. To protect your personal details and your account, the email address you provide should not be accessible by anyone other than yourself;
  - e. you must ensure that the device you use for our **Online Service** remains fully operational and that you take all reasonable steps to keep it virus- free; and
  - f. if you have a joint account or operate an account on behalf of someone else you must use your own **customer number** and **security details** when required.
- 24.5. If you suspect anyone else knows your **security details** please contact us immediately, otherwise you may be held responsible for any unauthorised payment transactions that occur. You can email us at customersfirst@mhbs.co.uk or telephone us on our advertised phone number.
- 24.6. If we believe or suspect fraudulent or suspicious transactions are being carried out on your account, we reserve the right to suspend access to all or part of our **Online Service**.
- 24.7. **Security details** are unique to individuals.
- 24.8. **Joint account holders** must register separately for the **Online Service**.
- 24.9. If you forget your password you can reset this by clicking on the link in the login page.
- 24.10. If you forget your **security details**, other than your password, send an email to us at customersfirst@mhbs.co.uk or telephone us on our advertised phone number.

## 25. Deregistration

25.1. You may at any time ask us to end your registration as an **Online Service** user by giving us one month's notice. We will not charge you for doing this.

## 26. Unauthorised Account Access

26.1. You must immediately notify us if you discover that any **account document** is missing. You can do this at any of the **Society's** offices, by telephoning our advertised phone number or by email to customersfirst@mhbs.co.uk. We may transfer the account balance to a new account and issue you with a new **account document** after you have:

- a. provided such evidence regarding the loss; and
- b. given any indemnity; and
- c. paid any fee which we may reasonably require.

26.2. Subject to the remainder of this section, you are liable up to a maximum of £35 for any losses incurred in respect of any payments made by the unauthorised use of your account.

26.3. You are, however, liable for all losses arising from unauthorised payments made from your account where:

- a. you have acted fraudulently; or
- b. you have, with intent or by being grossly negligent, failed to use your account documents or security details in accordance with these terms and conditions; or
- c. you have failed to notify us that someone else knows your security details in accordance with this section and section 24.

26.4. Unless you have been fraudulent, you are not liable for any losses incurred in respect of unauthorised payments made from your account:

- a. arising after you have notified us that someone else knows your **security details**, or that your **account documents** are missing, in accordance with this section and section 24; or
- b. where we have failed to provide a telephone facility on our advertised phone number or such notification process to allow you to notify us that someone else knows your **security details**, or that your **account documents** are missing, unless this failure is due to circumstances beyond our reasonable control.

26.4. Subject to the preceding paragraphs of this section 26, if you notify us of an unauthorised payment, we will make an immediate refund of the transaction to your account, including any charges and lost interest. In this regard, you agree to provide us with such reasonable co-operation (including notifying the police) that we may ask for.

## 27. Statements

- 27.1. Statements are not issued as transaction details are available in your **account document** and/or via our **Online Service**. Individual transaction details are available on request and without charge.
- 27.2. A certificate is available via our Online Service, alternatively a certificate is available on request; please contact us on our advertised phone number or call at any of our branches.
- 27.3. Whenever you make an electronic payment from your **Society** account, we will send you a payment notification letter or secure email within one month, setting out the details of the payment.

## 28. Provision of Information

- 28.1. We will normally provide information to you (including notifications of changes to terms and conditions and interest rates) in writing. Braille, large print and audio formats are available upon request.
- 28.2. By providing your email address you agree to receive AGM literature and important account information by email. This does not mean we will send marketing information. To protect your personal details and your account, the email address you provide should not be accessible by anyone other than yourself.
- 28.3. If you are registered for our **Online Service**, we may use our secure messaging system.
- 28.4. You may, at any time, request copies of the documents that make up the terms of your contract with the **Society**.
- 28.5. We will make available, on request, further information to help you identify transactions on your account including:
  - a. a reference enabling you to identify the transaction;
  - b. the amount of the payment transaction;
  - c. the amount of any fee for the transaction; and
  - d. the transaction date.

## 29. Claims of Third Parties

- 29.1. We do not have to recognise the interest or claim of any person other than the account holder(s) in respect of money held in any account, nor will we be liable in any way for failing to recognise such interest or claim, except as required by law.

## 30. Agreement to Assign Windfall Benefits to Charity

- 30.1. This section does not apply to you if:
  - a. you have held shares in the **Society** at all times in the last five years;
  - b. you are a borrowing member of the **Society**;



- c. you have already entered into an agreement in either the same or similar terms with the **Society** continuously since the date the account for which you were then applying was opened; or
  - d. you are, in respect of the account for which you are now applying, in one of the other groups of people that the **Society** has decided should be exempt\*.
- 30.2. Where an account is held in joint names the above paragraph and, if applicable, the rest of this section applies to each of you separately.
- 30.3. You agree with the **Society** that you will assign to the **Selected Charity** your right to receive any **Windfall Benefits**.
- 30.4. You authorise the **Society** and any **Successor** to pass any **Windfall Benefits** direct to the **Selected Charity** (or to any other registered charity which the **Selected Charity** may nominate) without giving any notice to you.
- 30.5. The **Selected Charity** will have the benefit of this section and that neither it nor the **Society** will release you from it or vary its terms, even if the **Society** decides at some stage in the future that new shareholding members generally will not be required to enter into similar agreements.
- 30.6. If the **Society** no longer exists following a merger with another building society, this section will still apply between you and the other society.
- 30.7. You authorise the **Society** to give the **Selected Charity** the following information at any time:
- a. your name and address;
  - b. the date when you became the holder of an account with the **Society**;
  - c. whether a shorter period (as referred below) applies to you and (if so) how long it is; and
  - d. whether you cease to be a member of the **Society** and (if so) whether you are later re-admitted to membership.
- 30.8. Following a public announcement of a transfer of the **Society's** business to a **Successor** within five years of the day on which you become a holder of an account (or, if applicable, the shorter period referred to below) you authorise the **Society** to give the **Selected Charity** the following additional information:
- a. whether you were a borrowing member of the **Society** on the date of that announcement; and
  - b. if not, any information about you or any account you have with the **Society** which the **Selected Charity** may reasonably require to determine whether you are entitled to any **Windfall Benefits** and if so, the amount of those **Windfall benefits**

\*Details of these groups and (where applicable) the shorter periods that apply and the benefits that may be kept are available from the **Society**. The number and composition of the groups may be changed from time to time but no change will apply retrospectively.

### 31. Set-Off

- 31.1. We may use the money in your account towards payment of any money that you owe us (for example, under a mortgage loan, guarantee or otherwise) which is due for payment but has not been paid. This is known as our right of set-off.
- 31.2. We will not use our right of set-off in relation to money in your account if we have grounds to think that any of the following apply:
- a. the money is needed to meet your essential living expenses or payments due in respect of:
    - 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).
  - b. you are holding the money on behalf of someone else; or
  - c. you have received the money from a government department, local authority or NHS direct payment organisation for a specific purpose, or you are under a legal obligation to keep the money and use it in a particular way.
- 31.3. If we propose to use our right of set-off in relation to your account we will contact you at least 14 days beforehand to tell you this.
- 31.4. If we use our right of set-off in relation to your account we will contact you promptly to tell you that we have done so.
- 31.5. Once we have used our right of set-off in relation to money in your account that money will cease to be yours and you will not earn any interest or bonus on it.

### 32. Service of Notices

- 32.1. When we send you any letter, email or other personal notice we will assume it has been received by you 72 hours after it has been sent.
- 32.2. Notices will be sent to the last known postal or email address on our records.
- 32.3. If we, accidentally, fail to:
- a. send to you a communication intended for our savers generally or a category of our savers of which you are one; or
  - b. display a Notice at our **Principal Office** or any branch office; this will not make the Notice invalid

### 33. Financial Services Compensation Scheme

- 33.1. We participate in the Financial Services Compensation Scheme (**FSCS**). The **FSCS** can pay compensation to savers if the **Society** is unable to meet its financial obligations.
- 33.2. Payments under the scheme are limited to a maximum amount. Most savers are covered, including individuals and small firms. Further information can be found in the "How FSCS protects your money" document; via [fscs.org.uk](https://www.fscs.org.uk); or by telephoning our Customer Support Team on our advertised phone number.

## 34. Complaints

- 34.1. We seek to resolve any problems through our Internal Complaints Procedure. If you feel that you have cause for complaint, this should be directed in the first instance to the department or branch manager with which you have been dealing.
- 34.2. If you remain dissatisfied, you can write to the Complaints Officer at the **Principal Office**. For further information, please refer to our "Dealing with Your Complaints" leaflet or via [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk).
- 34.3. We are also a member of the Financial Ombudsman Service, to which customers can appeal if our internal procedure does not resolve the matter.
- 34.4. If you opened your account **online**, you may also have the option to refer your complaint to the Financial Ombudsman Service using the Online Dispute Resolution platform. The platform has been established by the European Commission to provide an online tool for consumers to resolve disputes about goods and services purchased online. The platform can be found at [ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr).

## 35. Matters Beyond our Control

- 35.1. We will not be liable to you if we are unable to provide any service because of circumstances beyond our reasonable control (such as power failures, terrorist action or strikes) or as a result of our having to comply with any law.

## 36. Language and Law

- 36.1. All correspondence with you in relation to your Account will be in English. These conditions are governed by the laws of England and Wales.

## 37. APP Scam Reimbursement Scheme

- 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
- 37.2 The Society will comply with relevant Faster Payment Service/CHAPS Reimbursement rules when considering claims for APP Scam payments
- 37.3 Customers may be entitled to a full refund of the payment made, up to a scheme defined maximum of £85,000
- 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
- 37.6 Payments may also be refused for reasons including, but not exclusively:
  - 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
- 37.8 Customers must be able to demonstrate they have acted in line with the Consumer Standard of Caution
- 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 to support the assessment of the claim
  - d. to report to the police or allow their PSP to do so on their behalf, if required.
- 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.
- 37.10 During the processing of the claim the Society will share your information directly with any relevant 3<sup>rd</sup> parties in order to arrive at an appropriate decision.
- 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
- a. immediately freeze any account in question and any additional accounts held by the account holder until the claim is appropriately resolved.
  - 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.

Market Harborough  
BUILDING SOCIETY

together we thrive!

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