

The complaint

Mr W complains about a lack of clarity in Market Harborough Building Society's savings account terms and conditions and his inability to withdraw his funds without giving 180 days' notice.

What happened

In April 2023, Mr W opened two 180 days' notice savings accounts with Market Harborough, one for himself and another for his partner.

Due to unforeseen circumstances, he needed to withdraw the funds in June 2023. However, Market Harborough said he could only do so by giving 180 days' notice. When Mr W complained, Market Harborough said this notice period was outlined when the accounts were opened.

Mr W was dissatisfied with Market Harborough's response. Also, at their rejection of a suggestion to move his funds to a 90-day account.

As Mr W would have to seek finance from another source, he complained to our service. But our investigator couldn't see that Market Harborough had done anything wrong.

As Mr W remains dissatisfied, this case has been referred to me to look at.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I'm not upholding this complaint. I appreciate this will be disappointing for Mr W and the following is the reason for my decision.

Mr W believes that Market Harborough's documentation is unclear about removing money. He thinks it should say that there are no circumstances where the notice period can be waived, and he feels most members of the public would agree with him.

So, I looked closely at Market Harborough's 180 Day Notice Account 'Product Terms and Conditions' and the referred to 'General Savings Account Terms and Conditions'.

I noticed that Market Harborough introduce the account as 'suitable for someone':

- *'Using their personal savings who can give 180 days' notice to access their funds'*

Also, they have a specific question which says, 'Can I withdraw money?' and, alongside this, they say:

- *'Withdrawals, transfers or closure can be completed online, in branch or by post and are subject to 180 days' written notice'*

And, regarding cancellation, Market Harborough say:

- *'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).'*

So, although I appreciate Mr W would like to see additional information such as exceptional circumstances where the 180-day notice period can be circumvented, I consider the above statements clarify Market Harborough's position, which is that Mr W agreed to an:

- *'Unbreakable account, meaning that 180 days' notice is always required to make withdrawals'*

And that this strictly applies.

Also, higher rates, such as 4% AER, are usually only available to savers who are prepared to tie their money up, rather than to savers who have instant access, and I'm satisfied Market Harborough made this clear. And usually, for these type of notice accounts, the only time savers can normally change their mind is in an initial cooling off period.

So having considered the above and all the information on file, I'm not upholding the complaint.

My final decision

My final decision is that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 5 February 2024.

Paul Douglas
Ombudsman