

# Personal Banking Terms and Conditions

Effective from 13 January 2018

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# About this agreement

It's important that you know who we are, how to contact us if you need to at any time and how we'll contact you. We set this out below and, as our agreement may cover several products and services, we also explain what the agreement covers and where to find all the terms that form the agreement. You can ask us for a copy at any time.

If you'd like this document in another format such as large print, Braille or audio, please contact us on one of the telephone or textphone numbers or by our BSL Video Relay Service as detailed in the table below.

## 1. Who's this agreement between?

You	Us
The person or persons we've opened one or more accounts for	HSBC UK Bank plc

## 2. How do we contact each other?

For us to contact you
<p>If we need to tell you anything about our service, we'll use the most recent postal address, email address, telephone and mobile numbers you've given us. If you use Mobile Banking, we may also communicate with you using in-App and push notifications.</p> <p>If we need to contact you about any actual or suspected fraud or security threats, we'll use the fastest and most secure way of contacting you (for example, we may try to send a text message rather than telephone).</p> <p>If you're registered for Online Banking or Mobile Banking, we may also send you secure messages through the 'My Messages' facility. We may also place documents in the 'My documents' facility in Online Banking. If we've got an up to date email address for you, we'll send an email each time we place something new in My documents and won't change or delete them. If your relationship with us ends, you can ask us for copies of everything we put in My documents for the previous six years.</p>

**You must tell us as soon as possible if any of your contact details change. If you don't, we won't be responsible if you don't get information or notices from us.**

**We may record telephone numbers you call us from and may use them if we need to contact you urgently.**

**We'll always use English to communicate with you.**

For you to contact us		
By telephone	From UK	From anywhere else
Lost or stolen cards and PINs	0800 085 2401 (Premier only: 0800 085 2403)	+44 1442 422 929
UK (including HSBC Advance)	<b>03457 404 404</b>	<b>+44 1226 261 010</b>
HSBC Premier	<b>03457 70 70 70</b>	<b>+44 1226 260 260</b>
Textphone	<b>03457 125 563</b>	<b>+44 207 088 2077</b>
Online Banking	<b>www.hsbc.co.uk</b>	

Mobile Banking	HSBC Mobile Banking App
BSL Video Relay Service	<a href="http://www.hsbc.co.uk/accessibility">www.hsbc.co.uk/accessibility</a>
By post	At the address at the end of this document

To help us continually improve our services and for security reasons we may monitor and record your telephone calls with us.

### 3. What does this agreement cover?

Accounts		Services	
Personal current accounts	✓	Online banking	✓
Savings accounts	✓	Mobile banking	✓
Sterling accounts	✓	Telephone banking	✓
Foreign currency accounts	✓	Business use or trusts	✗

### 4. What forms our agreement?

Terms	Where you will find them
General terms that apply to all accounts where relevant.	In this document
Additional terms: <ul style="list-style-type: none"> <li>◆ for some products (for example our current and savings accounts)</li> <li>◆ interest rates on overdrafts; and</li> <li>◆ charges.</li> </ul>	In the Charges and Additional Product Terms
Our credit interest rates	In the Savings Interest Rates brochure
Our current exchange rates	By contacting us in branch or through Telephone Banking.
If there is a conflict between the terms in this document and those in the Charges and Additional Product Terms, the Charges and Additional Product Terms will apply.	
For other products or services (e.g. overdrafts and Digital Banking), the terms we give you when you request the product or service will also apply.	

# About using your account

It's essential that you know about:

- ◆ the security checks we'll make before we allow access to your account and to make sure payments from it are properly authorised;
- ◆ the position if you use the accounts and services we provide under this agreement through an authorised Third Party Provider or TPP (we explain more about TPPs later in this section);
- ◆ joint accounts and when other people can operate the accounts for you; and
- ◆ information we'll give you about your accounts and information we need from you.

## 5. How do we make sure we're dealing with you?

Before we provide information about your account, make payments, provide new services, open or close accounts and do other things we are asked to do we need to check your identity and make sure that the action you're asking us to take is authorised by you.

- ◆ We can check that your signature on a document authorising a payment (e.g. a cheque) matches a signature you've given us or on your card. If you're in a branch, we may also ask for an identity document which has your photo on it (e.g. a driver's licence or passport).
- ◆ In all other cases, we'll assume we're dealing with you and that we are authorised to take action if your security details are used with Telephone, Online or Mobile Banking (or another service we provide for accessing your accounts) or with a payment device. We may add other ways of checking your identity in the future.

What is a 'payment device'?	What are 'security details'?
This is a card, e-wallet or another device that you can use (usually with security details) to make payments, give us instructions or access information about your account.	These can be passwords, PINs, security codes, memorable data, biometric data (such as a fingerprint or voice ID) or any other information or details that you have set up with us for use with a payment device or Telephone, Online or Mobile Banking.

## 6. Keeping up security

We'll do all we reasonably can to prevent unauthorised access to your account. You must also act reasonably to prevent misuse of your account by keeping your payment devices and security details safe. If you don't, we may block access to your account to protect you and us from unauthorised use. If you ask, we'll tell you when the block will end.

### Tips for preventing misuse of your accounts:

**Don't allow anyone (other than a TPP) to use any payment device or tell them your security details.**

**Don't choose security details that can be easily guessed by anyone else.**

**Delete any biometric access to a payment device (such as fingerprint, face or voice ID) or to any device linked to a payment device by anyone else.**

**Don't log in, or stay logged in, to a device if you're not in full control of it or it's not in your possession.**

**Delete cards from a payment device or from any e-wallets accessed from a payment device before you transfer possession of it to someone else (for example if you sell it or give it to someone for repair).**

Additional tips for protecting your account and for keeping your payment devices and security details safe are on our website and in the Banking made easy brochure. Please check for any updates we may make from time to time.

If someone else tries to access, or has accessed, your account using a cheque, or payment device (with or without security details), or if a cheque, payment device or security details have been lost or stolen, you must contact us as soon as possible. We'll ask you to give us information or other help and we may also give, or ask you to give, information to the police to assist with any investigation.

If you find a payment device or cheque after you have reported it lost or stolen or you think someone has used or tried to use it you must not use it. You must destroy it and return it to us if we ask.

## 7. Using a third party provider (TPP)

**A TPP is a third party service provider that's authorised by or registered with the FCA or another EEA regulator or otherwise permitted by law to access information and make payments on online payment accounts operated by other providers (such as banks, building societies and credit card issuers) and has your permission to do this.**

**An EEA regulator is a regulator in a member state of the European Union, Iceland, Liechtenstein or Norway.**

If you choose to use a TPP, the terms of this agreement will still apply. We'll give the TPP access to account information and you'll be able to make the same payments through the TPP that you would be able to make if you were dealing with us online. Account information will include details about who you make payments to and receive payments from. This might contain some sensitive personal information, for example, if you pay a Trade Union or Church membership subscription from your account.

Although you must not, generally, give your security details to anyone else, you may give them to a TPP if it's necessary to allow them to provide their services to you. We may refuse to allow a TPP to access your account if we are concerned that the TPP is acting on an unauthorised or fraudulent basis. We'll tell you if we do this (unless doing so would compromise our reasonable security measures or would otherwise be unlawful).

You must check from the information provided to you by the TPP that they are authorised. If you give your security details to an unauthorised third party, we'll assume it's you that is authorising us to give access to information about your accounts and you'll be responsible for any payments made as a result. If we are aware that an unauthorised third party is using your security details, we'll block access to your accounts.

If you think a payment made through a TPP was unauthorised or incorrect you must call us as soon as you can.

## 8. Can someone else operate your account for you?

You can allow another person to operate your account. If you want to do this you'll have to sign a document called a third-party mandate or provide us with a valid Power of Attorney.

If you're not able to operate your account for any reason (such as mental incapacity), another person may be appointed to act for you but we'll need to have the right legal document before we can allow that person to use your account. If you have a joint account, we won't allow withdrawals or accept instructions to make payments or close the account from any of the remaining account holders until that time.

These conditions will apply to any person allowed or appointed to use your account. As they would be operating the account for you, or with your permission, you'll be responsible for everything they do even if they make you break the agreement.

We'll remove a third party mandate immediately if:

- ◆ you ask us to;
- ◆ we suspect misuse of your account by that person; or
- ◆ that person breaches these terms or any law or regulation.

We'll refuse to accept instructions under a Power of Attorney if we know that a person's legal authority to act for you has ended.

## 9. Joint Accounts

If the account has more than one account holder, each of you can operate the account on your own and we won't check with the other(s) before carrying out any instruction from one of you, including any request for an overdraft. If we agree to provide an overdraft, you'll each be responsible for repaying it.

If we convert a sole account to a joint account, any account holder may access information from any point in the account history, including when it was a sole account.

After one of you tells us there's a dispute, we'll need all of the account holders to operate the account together but if there is no money in the account we'll close it if one of you asks us.

If we've been given official evidence that one of you has died, we'll transfer the account into the name of the remaining account holder(s).

We'll convert an account from joint names to a sole name if you ask us. We'll need all of the account holders to agree to this.

## 10. Statements and other information we'll give you

Whenever we make a payment into or out of your account, take our charges or charge or pay interest we'll give you details by updating the information we provide through Online Banking. This information will also be available if you ask for it using Telephone Banking, ATMs or in our branches.

We may also ask you to choose whether you would prefer to receive monthly statements or would prefer simply to have the information made available as set out above. If you choose not to receive monthly statements, we may still send you statements at a different frequency (we will tell you this when we offer you the choice). If we ask you to choose, but you don't tell us what you want, we'll provide statements monthly.

We'll send statements by post or, if you're registered for Online Banking, they'll be provided online unless you've asked us for paper statements. We'll also send statements by post if they are not available online. We will not send a statement if there have not been any payments out of the account since the last statement we gave you.

You can ask us for a copy of your statement. We'll also send you a summary of any charges on your accounts every 12 months and a closing statement.

You must let us know as soon as possible if you think there are any unusual or incorrect transactions on your accounts. If you don't do so within 13 months of the date of the transaction, you won't have a right to a refund.

If we have a UK mobile phone number for you, we'll send you a message each day that we've agreed an unarranged overdraft on your account or if there isn't enough money in your current account to make payments you've asked us to make that day.



## 11. Information we need from you and when we can disclose information about you

If we make a reasonable request for information, you must give it to us as soon as possible. If you don't give it to us, or if we suspect fraudulent or criminal activity of any kind:

- ◆ you might not be able to carry on doing some or all of your banking with us anymore;
- ◆ we might try to get it from another source, ourselves; or
- ◆ we could block or close your account(s).

It's up to you to make sure the information you give us is accurate and up to date, and you must tell us if anything changes, within 30 days.

We'll use your information as explained in our Privacy Notice. In addition, we'll give it to others if we're compelled to do so by law, we've a public duty to disclose it, we need to disclose to protect our own interests (for example in any legal proceedings) or if we have your specific agreement. For example, if we believe you may have tax obligations in other countries, we may have to disclose information about you directly to HM Revenue & Customs (HMRC) or other local tax authorities.

## 12. What happens if you stop using your account?

If you haven't used your current account for 12 months, we may suspend it (which means that payments can't be made into or out of it) to protect against fraud. If you're not using a savings account but you are using other accounts with us, we won't suspend the savings account unless you haven't used it for two years. We'll let you know before we suspend an account.

## 13. Tax Compliance

It's up to you to meet your tax responsibilities in the UK and any other countries where this arises. This relates to the opening and use of accounts and services provided by members of the HSBC Group. Some countries' tax laws may apply to you even if you don't live there or aren't a citizen of that country. Connected Persons, who are people connected with you that's relevant to your relationship with us, are responsible for their own tax obligations. As you are responsible for your own tax obligations (and Connected Persons, for theirs), no HSBC Group member is responsible for this nor provides tax advice. It is your choice if you seek independent legal and tax advice.

## Payments

This section covers the payments that can be made into and out of your account by cash, cheque, card or electronically by direct transfer from another account. If the position for any account is different we'll make this clear in the Charges and Additional Product Terms. We don't accept or make payments in all currencies (you can ask us if you want to know which currencies we cover). Here we explain:

- ◆ when and how payments can be made;
- ◆ what happens when a payment is unauthorised or made incorrectly.

How we manage payments can depend on whether the payment is made within the European Economic Area (EEA) and whether it is in an EEA currency.

**Working day:** all payments and decisions about payments are made on working days. A working day is usually Monday to Friday (excluding public holidays). For example, branch opening hours will be the working day for payments at a branch, but for payments made by Faster Payments our working day is 24/7.

**EEA:** The EEA is all member states of the European Union and Iceland, Liechtenstein and Norway.

## 14. Payments into your account (other than by cheque)

Payments can be paid into your account in different ways and will be available to you at different times.

<b>Payment in</b>	<b>When you can use the funds and when they count for working out interest</b>
<b>Cash</b>	
Over the counter at our branches	Immediately.
At any UK Post Office® branch (max £1,000)	Immediately if you use your card. Immediately after we receive it if you don't use your card.
At our self-service machines that accept payments in	Immediately (if the machine says that it automatically counts your cash). The same working day if you pay in before the cut-off time displayed on the machine but otherwise the next working day.
At other banks if they allow you to do so – they may charge you	Immediately after we receive your cash from the other bank.
If you want to pay in cash in a foreign currency we'll convert it into sterling first using the HSBC Exchange Rate at the time we receive the cash. The timings above will then apply.	
<b>Electronic payments</b>	
All payments in sterling	Immediately.
All payments not in sterling	Immediately after we've converted it into sterling using the HSBC Exchange Rate (or the HSBC Global Transfer Exchange Rate) at the time we receive the payment.

## 15. Payments into your account by cheque

### Paying sterling and euro cheques from a UK bank into your account

We have to collect payments made by cheque from the paying bank. The time it takes to collect the payment so that you can use it depends on whether we process the paper cheque or an imaged cheque.

#### Paper cheques

<b>If paid into HSBC branches in the UK:</b>	<b>Number of working days after the working day that the cheque is paid in</b>
◆ You'll start earning interest	2
◆ You'll be able to use the funds	3
◆ The paying bank can't recall the funds and we can't take it out of your account (unless we reasonably suspect fraud or you agree)	7

If you pay a cheque in at a UK Post Office® or into an HSBC branch in the Channel Islands or the Isle of Man, these timings will begin when we receive it, normally on the next working day. If the customer making a cheque payment has an account at the same branch as you, we don't have to collect the payment so the payment will be available immediately.

#### Imaged cheques

<b>If paid into HSBC branches in the UK or received by us for processing:</b>	<b>Number of working days after the working day that the cheque is paid in</b>
◆ You'll start earning interest	1
◆ You'll be able to use the funds	1 (as soon as the payment is shown in your account – this could be any time that day)
◆ The paying bank can't recall the funds and we can't take it out of your account	1

An imaged cheque is a scanned digital image of a paper cheque that can be processed for clearing and payment between banks and building societies through the Image Clearing System on a phased basis from 30 October 2017. This will significantly speed up the clearing process.

#### Examples

<b>If you pay a cheque in on a Tuesday:</b>	<b>Paper cheque</b>	<b>Imaged cheque</b>
◆ You'll start earning interest	On Thursday	On Wednesday
◆ You'll be able to use the funds	On Friday	After the funds appear in your account on Wednesday (this could be at any time that day)
◆ The paying bank can recall the cheque	Until the end of Wednesday (the week after you pay it in)  We'll take the funds out of your account if this happens.	Until the funds appear in your account on the same day

If a cheque paid into your account is returned unpaid we'll tell you and take the payment from your account (even if this will put you into an unarranged overdraft). We may ask for payment again from the paying bank.

### **Paying other cheques into your account**

We cannot always process a foreign cheque (including a sterling or euro cheque where the paying bank is not in the UK, Channel Islands or the Isle of Man) for example if exchange controls apply. You'll be responsible for the cost to us of processing, or trying to process a foreign cheque. We'll take our charges, and any charges made by the foreign bank or an agent we use to collect the payment, from the account you told us to pay the cheque into.

To pay a foreign cheque into your account we either have to negotiate or collect it.

<b>Negotiate</b>	<b>Collect</b>
<p>This means we'll assume that the cheque will clear. We'll convert the cheque into sterling using our standard exchange rate and pay that amount into your account on the working day after we receive the cheque.</p>	<p>This means we'll send the cheque to the paying bank and only apply the payment to your account when we receive it from the paying bank. Before we apply it we'll convert the amount into sterling using our standard exchange rate.</p> <p>The time this takes will vary depending on the paying bank or its country. You can ask us for details. We may use an agent to collect payment.</p>

In both cases, if the foreign bank returns the cheque or asks for the money to be returned, we'll take enough money from your account to cover the payment in the foreign currency. This is unlikely to be the same as the amount we paid into your account if exchange rates have changed. We'll do this even if you have already spent the money or if it will put you into an unarranged overdraft.

## **16. Payments into your account by mistake or fraud**

If we make a payment into your account by mistake or as a result of an HSBC systems error, we'll take the amount out of your account.

If we're told that a payment from within the EEA was made into your account by someone else's mistake (for example if the payer gave the wrong account number), but, when we contact you, you tell us the payment was intended for you, we are legally required to share all relevant information including your name and address and transaction information with the bank the payment came from if they ask us so that the payer may contact you.

In all other cases, the steps we'll take will depend on how the payment was made and where it came from.

### **For UK payments (other than payments made by CHAPS)**

1. If the payment was made into your account up to two months before we find out about the mistake, we'll tell you about it and won't return it to the bank it came from for 15 working days so you have time to show us that it was intended for you. During this period we'll make sure you can't use the payment (we might do this by taking the amount out of your account or by limiting access to the amount on the account).
2. If the payment was made more than two months before we find out about the mistake, we'll contact you before limiting access to the amount on the account and before we return it to the paying bank.

## For CHAPS, international and non-sterling payments

- ◆ We'll ask your permission before we take the payment out of your account and will only return it to the payer with your consent.

If we suspect that any type of payment that has been made into your account was the result of fraud, we can remove it without your permission.

If you don't have enough money in your account when we take a payment out of it for any of these reasons, this will result in an unarranged overdraft.

## 17. When we can refuse to accept payments into your account

We can refuse to accept a payment into your account if it's reasonable for us to do so for any reason, for example if we reasonably believe:

- ◆ that accepting it might cause us to breach a legal requirement or might expose us to action from any government, regulator or law enforcement agency; or
- ◆ that there is fraudulent or criminal activity on the account.

## 18. How we decide whether to make a payment from your account

We'll make a payment from your account if you ask us to unless:

- ◆ you don't have enough money in your account (including any overdraft or unarranged overdraft that we agree);
- ◆ you haven't given us the account or reference details or we know the details you've given us are incorrect;
- ◆ you've asked us to make the payment in a particular way (for example by Faster Payments) and the recipient's bank does not accept them;
- ◆ you've not provided any extra identification or information about the payment that we've reasonably asked for;
- ◆ the payment exceeds a limit that we tell you when you make the payment;
- ◆ there has been, or we suspect, a breach of security or misuse of your account, security details or a payment device;
- ◆ there has been, or we suspect, fraudulent or criminal activity of any kind whether or not linked to your account or your relationship with us and it is reasonable for us not to make a payment as a result; or
- ◆ we reasonably believe that doing so would cause us to breach a law, regulation, code, court order or other duty, requirement or obligation or expose us to action or censure from any government, regulator or law enforcement agency.

**In this section, 'we' and 'us' includes first direct and any HSBC Group Company worldwide.**

When working out whether you have enough money in your account to make a payment we include all payments that we know are due to be made out of the account that day (except for automatic transfers into the account).

If you don't have enough money at the start of the day to make a payment, and you've set up a future payment or a cheque payment is due, we'll check again later that day to see if we can make it (unless you're trying to make the payment at the weekend or on a public holiday).

If when we check again, we're able to make some, but not all, of the payments you're trying to make that day, we'll pay cheques first and then direct debits and standing orders and, if there's more than one, we'll start with the smallest payment. Any payments that we can't make will be returned unpaid.

You'll know we've refused to make a payment if:

- ◆ you're making it online or using Mobile Banking or Telephone Banking; or
- ◆ you're using a payment device (such as a card),

because the payment won't be accepted.

In all cases where we've refused to make a payment, you can call us immediately to find out why and what you need to do to correct any errors that made us refuse it. You'll also be able to get transaction information through Online, Mobile and Telephone Banking. We'll let you know this information unless the law or any regulation prevents us from doing so or for fraud prevention or security reasons.

## 19. Blocking payments and services

We can block your use of any payment device (and your access to related services such as Telephone, Mobile and Online Banking) if we reasonably believe it's necessary because of:

- ◆ a significantly increased risk that you may be unable to pay any money you owe us on the relevant account;
- ◆ suspected fraudulent or criminal use of the payment device; or
- ◆ security concerns (for example, if we know or suspect that your payment device and/or security details have been misused).

If we do this, we'll usually let you know why immediately afterwards, unless the law or any regulation prevents us from doing so or we believe doing so would compromise reasonable security measures. We'll unblock the payment device as soon as the reason for it ends.

## 20. Payments from your account

### Cash withdrawals

You can withdraw cash at any of our branches or Post Office® branches where available, up to a daily limit we tell you when we send your debit card, by using a cash machine.

### Payments (other than by card or cheque)

To make a payment from your account in one of the ways set out below, you'll need to give us details of the account you want to make the payment to and any other details we ask for, including payment references. This is usually the sort code and account number (or the equivalent information for payments outside the UK) or (where available) a number that is linked to these, such as a mobile phone number. It's your responsibility to check that the details are correct before asking us to make a payment. We'll make the payment using only these details but we'll also ask you for the name of the person on the account.

The table below shows the cut-off time for us to receive your payment instruction and how long payments take to reach the payee's bank after we've received your request to make the payment and taken the money from your account.

Cut-off time
<p>This is the latest time on any given day that we can process instructions or add payments to an account. You can ask us for the relevant cut-off time when you give us a payment instruction.</p> <p>If we don't receive a payment request before the cut-off time on a working day, we'll treat your request as received on the next working day. The timings set out in the box below will begin then.</p>

Payment type	Cut-off	When the payment will reach the payee's bank
<b>Payments in the UK in sterling</b>		
Internal (including automatic transfers) between accounts held with HSBC UK, first direct and some M&S Bank accounts.	11.45 pm	Immediately
Transfers to accounts at other banks	11.45 pm Faster Payment	Usually within two hours
	4.45 pm CHAPS	Same working day
<b>International payments in sterling and payments in other currencies</b>		
Payments to accounts in the EEA in euro and sterling	3.30 pm	Next working day
All other payments	6 pm for US Dollars For other currencies, please check with us. There may be some currencies we can't make payments in.	Usually up to four working days (but may take longer depending on the country the money is being sent to)

**If you ask us to make a payment on a future date, we'll make the payment on that date, unless it's a non-working day, in which case we'll make the payment on the next working day.**

**If you want to make a regular payment (such as a standing order) you must set it up with us at least two working days in advance.**

If a payment you make to an account in the EEA doesn't arrive when it should have (normally the working day after we send the payment from your account), you can ask us to contact the receiving bank and to ask them to treat the payment as if it had been made on time.

If you want to make a payment in a currency that's not the currency of your account, you can ask us to convert the amount to be paid into that currency and we'll tell you the HSBC Exchange Rate (or the HSBC Global Transfer Exchange Rate) that we'll use. We won't change the rate if the payment goes ahead immediately. If the payment isn't made immediately, we'll apply the HSBC Exchange Rate (or the HSBC Global Transfer Exchange Rate) that applies at the time we make the payment.

If the payment is returned to us or we're unable to make it for any reason, we'll reverse the payment using the exchange rate at that time. If the exchange rate is different, the amount we pay back when we reverse the payment will be more or less than the amount we originally took from your account.

If we can't convert a payment before we send it, or you don't want us to, the HSBC Group Company we use to send the payment will convert it using its exchange rate and it will usually reach the receiving bank within five working days. We'll give you an indicative exchange rate when you ask us to make the payment.

### Payments by cheque in sterling

To make a payment by cheque you need to write on it the name of the payee, the amount of the payment (in numbers and words) and the date that you are signing it. If you want to stop a cheque payment you must tell us these details and your account and cheque number. We'll usually pay cheques even if they have a date in the future.

If we receive one of your cheques for payment and it is more than six months old we may pay it but we don't have to. If you want to be sure that a cheque won't be paid you must stop it before we pay it or begin the imaging process.

### Payments by card

If you use your card to withdraw cash or to make a payment, we'll take the funds from your account after we receive confirmed details of the withdrawal or payment from the relevant payment scheme, such as Visa. This may be on a working or a non-working day.

If you use your card for a transaction or cash withdrawal in a currency other than sterling, it will be converted into sterling on the day Visa processes it using the Visa scheme exchange rate which is available at [www.visaeurope.com](http://www.visaeurope.com). We also apply charges to these transactions. You can find our charges in the Charges and Additional Product Terms.

We may replace your card with a different type of card available under this agreement after reviewing your personal circumstances. We'll tell you about the features of the card when we send you the replacement.

## 21. Cancelling or changing payments (other than cheques)

You cannot change or cancel a payment that you have asked us to make immediately. This includes card payments.

Other payments can be cancelled as long as you contact us on the working day before the payment is due to be made before the deadline shown below.

Payment type	Deadline
Internal transfers, standing orders, direct debits, regular card payments and other payments in the UK or overseas	11.45 pm by Online Banking End of the working day by Telephone Banking or in a branch
CHAPS	3.30 pm in branch or by telephone

If you do cancel a direct debit or regular card payment, you should also tell the organisation or retailer that collects the payment so that they can cancel or change it (and any future payments) as well.

If you cancel a regular card payment but payments are still collected (e.g. by the retailer), we'll treat the payment as unauthorised and give you an immediate refund.



## 22. What happens if there are incorrect or unauthorised payments on an account?

What is an incorrect payment?	What is an unauthorised payment?
<p>A payment that has not been sent to the person or account you specified when you asked us to make the payment.</p>	<p>A payment made from your account which was not authorised by you or someone you've authorised to make payments on your account.</p> <p>If you give someone your payment device or security details and they use them to make a payment, we may treat the payment as if you'd authorised it depending on what happened. This is why you mustn't tell anyone your security details or allow anyone access to your payment device.</p>

You need to know the position on incorrect and unauthorised payments. This is explained in the Questions and Answers below.

Question	Answer
<b>General position on refunds</b>	
<p>What should you do if you notice an incorrect or unauthorised payment?</p>	<p>You must call us as soon as you can.</p>
<p>What will we do when you tell us about:</p> <ul style="list-style-type: none"> <li>◆ an incorrect payment made to another bank; or</li> <li>◆ an unauthorised payment?</li> </ul>	<p>We'll refund the amount of the payment before the end of the working day after you tell us or sooner if we're able to.</p>
<p>Will we always make a refund?</p>	<p>No. We won't make a refund:</p> <ul style="list-style-type: none"> <li>◆ for an incorrect payment, if we can prove that the payee's bank received the payment;</li> <li>◆ for an unauthorised payment, if we know you've been grossly negligent (acted with a very significant degree of carelessness) or we reasonably suspect fraud on your part;</li> <li>◆ for an incorrect or unauthorised payment if you don't tell us within 13 months after it was made (but this time limit doesn't apply to unauthorised payments if you were overdrawn at that time).</li> </ul>

Question	Answer
Can we take back a refund we've made?	<p>Yes. We can take back refunds (after giving you reasonable notice) in these cases:</p> <p>For incorrect payments:</p> <ul style="list-style-type: none"> <li>◆ we can show that the payment was received by the other person's bank.</li> </ul> <p>For unauthorised payments:</p> <ul style="list-style-type: none"> <li>◆ we can prove that you acted fraudulently; or</li> <li>◆ we can prove that an unauthorised payment was made because you intentionally or with gross negligence (a very significant degree of carelessness) failed to keep your payment device safe (for example you knowingly gave your card and PIN number to someone else).</li> </ul>
<b>Unauthorised payments</b>	
What happens if we can prove you acted fraudulently?	You're responsible for all payments from your account.
What happens if we can prove you've been grossly negligent (acted with a very significant degree of carelessness)?	You're responsible for all payments from your account until you've told us that your payment device or security details have been lost, stolen or that you suspect misuse.
What happens if you made the payment remotely, for example by telephone or online?	We're responsible (unless you've acted fraudulently) for any purchase of goods or services (other than financial services).
Are there any other cases where we're responsible for unauthorised payments or fraud on your account?	<p>We're responsible (unless you've acted fraudulently):</p> <ul style="list-style-type: none"> <li>◆ if someone else uses your card before you receive it;</li> <li>◆ after you've told us that your card or security details have been lost or stolen;</li> <li>◆ if we haven't provided a number for you to tell us that your card or security details have been lost or stolen; or</li> <li>◆ if we haven't applied procedures that we're legally required to use to check that a payment has been authorised by you.</li> </ul>

Question	Answer
<b>Incorrect payments</b>	
<p>What happens if you:</p> <ul style="list-style-type: none"> <li>◆ tell us about an incorrect payment more than 13 months after it was made; or</li> <li>◆ gave us the wrong payment details?</li> </ul>	<p>We won't give a refund but, if you ask us, we'll contact the bank that's received your payment, usually within two working days, to try to recover the money (this may take longer for international payments). We may charge our reasonable costs for doing this but we'll tell you the maximum amount you'll pay first.</p> <p>If the payment was to another bank in the EEA and we're unable to recover your money, you can ask us in writing to give you all the information we've been given by the bank that received the funds so you can try to recover the funds yourself.</p>

## 23. Refunds

### For some card payments

When you have used a card to make a payment, you can ask us to refund the payment if:

- ◆ you did not agree the actual payment amount;
- ◆ the amount charged to your account was higher than you reasonably expected, taking into account previous spending patterns and the particular facts of the case; and
- ◆ you make the refund request within eight weeks of the date when the payment was charged to your account.

In these cases, we'll investigate your claim and may ask you to provide information which we reasonably need to do this.

Within 10 working days of receiving your request (or of receiving any more information we've asked for), we'll either refund the payment or inform you of our reasons for refusing the refund.

You are not entitled to a refund if you gave consent for the payment directly to us and, at least four weeks before the payment was made, you were given information about the transaction by (or it was available from) us or the retailer.

### For direct debit payments

The terms of the relevant direct debit scheme will apply to refunds for any direct debit errors.

### How much will we refund and can we reverse a refund?

If we give a refund for any reason we'll return your account to the position it would have been in if the payment had not taken place by refunding the payment and any interest we charged on it (or by paying any interest we would have paid on it). If we provide a refund but later investigation finds you were not entitled to it, we'll return your account to the position it would have been in if we had not made the refund.

### For payments you make using the Pay by Bank app

If you have a problem with something you bought using the Pay by Bank app, you should contact the retailer directly to arrange a return and/or refund. If the retailer does not resolve the issue, please contact us no later than 90 days from the date you received or expected to receive the items or services you bought.

## About overdrafts, charges and how we pay and charge interest

It's important that you know when we can lend you money on your current accounts and that you have the information you need about our fees, charges and interest rates.

### 24. Overdrafts

We may agree to give you an overdraft on a current account if we think you can afford it. Overdrafts are only for short-term borrowing and aren't available on savings accounts. If we agree an overdraft, you must make regular (at least monthly) payments into your account to reduce the amount you owe and your account must be returned to credit or within any arranged overdraft limit as soon as possible.

The different types of overdraft are explained below but all overdrafts are repayable 'on demand'. This means that we can ask for immediate repayment although we'll usually give you advance notice.

<b>Types of overdraft</b>
<b>Arranged</b>
This is where you ask us for an overdraft before making any transactions that take your account overdrawn, or over your current arranged overdraft limit. We'll confirm your overdraft limit in writing. There's no fixed period but we'll review it each year.
<b>Unarranged</b>
This is where you've made a payment or we've taken an amount out of your account and you don't have enough money in the account (or available overdraft). We'll give you up to 31 days to repay the overdraft, if we've allowed it for a particular payment.

### 25. Interest rates and charges

In the Charges and Additional Product Terms you'll find:

- ◆ the overdraft interest rates that apply to your accounts;
- ◆ our unarranged overdraft usage fee; and
- ◆ all our other standard charges, for example for certain types of account, for making payments and providing services.

We'll provide details of the interest rate that will apply to your account at the time of account opening and you can contact us to find out your current rate.

We'll pay interest at a fixed or variable rate (which may go up or down).

We work out interest each day on the amount you owe us or, for an account where we pay interest, on the amount we are holding for you in that account (for non-sterling accounts we work out interest on the basis that there are 360 days in a year).

We'll take interest from, or pay it into, your account on the day in the month you originally opened your account (unless we've made a different arrangement with you) or, if that day isn't a working day, the next working day.

We may charge for services which are not set out in the Charges and Additional Product Terms, but we'll always tell you how much the charge will be and check that you are happy to pay it before we provide the service to you. We may also charge an administration fee, up to the maximum permitted by law, if we have to do anything to comply with a court order on your account(s) (for example, a child maintenance order).

We'll give you at least 14 days' notice before taking any overdraft interest or charges from your account.

Please note that taxes or costs may apply to you that are not charged by us and/or won't be paid through us. If you're making a payment to another person in the EEA, you will only pay our charges. You cannot pay charges for the other person.

## 26. Set-off

If you have money in one of your accounts we may set it off against any amount you owe us which is due for payment, so that it reduces or repays the amount you owe us. We'll do this if we think it is reasonable to do so, taking into account your circumstances (including making sure that you will still have enough money to meet essential living expenses) and any regulatory requirements.

**'we' and 'us', for these purposes, includes first direct and any HSBC Group Company worldwide. Amounts owed to us and due for payment include, for example, amounts owed under a loan, credit card, mortgage or overdraft.**

We can use our set-off right, where you have accounts which are only in your name as well as joint accounts you hold with another person (X) as shown below:

<b>Money in account for:</b>	<b>Set-off against money owed by:</b>
You only	You
You only	You and X
You and X	You and X
You and X	X
You and X	You

We can use money you have in your account even if there is a court decision against you or you are fined (including interest arising after the date of the final decision or fine), unless the court instructs us otherwise, or we are otherwise prevented by law. If you have money in a currency other than sterling, we may convert this amount to sterling using the HSBC Exchange Rate at the time we use our set-off right.

Occasionally we receive legal instructions or notices to hold a customer's money for someone else, or to pay it to someone else. If this happens, we won't use our right of set-off against the money we've been told to hold for someone else.

We'll write to you before we make any set-off between your accounts to let you know the action we're thinking of taking.

## Our relationship with you

Our agreement has no fixed end date and may last a long time and the services we provide may change as your needs change. Here we explain how the agreement works (including how we can make changes and how you and we can end it).

### 27. Changes we can make after giving advance notice

As this agreement may last a long time it is likely that we'll need to make changes to our terms. These may have little impact on you or they may be to your advantage or disadvantage. The changes we can make are either driven by things we don't control or to reflect a change we are making to our business. We'll only make changes for these reasons if it's reasonable for us to pass on the impact of that change.

In addition, because we can't foretell precisely why we might need to make changes to this agreement, we may make changes for reasons that aren't covered here.

#### All changes

**These include changes to the benefits that apply to some accounts but exclude changes to exchange rates and interest rates linked to the base rate.**

Changes we don't control	Terms we can change		
	Interest rates	Charges	Other terms
We'll respond proportionately to:			
◆ changes in general law or decisions or recommendations made by a court, any regulator or similar organisation or ombudsman we have to follow (e.g. the Financial Ombudsman Service)	✓	✓	✓
◆ changes in regulatory requirements	✓	✓	✓
◆ new industry guidance and codes of practice	✓	✓	✓
◆ changes in the Bank of England base rate, other specified market rates or indices or tax rates	✓	✗	✗
◆ reflect legitimate higher or lower costs in providing the account (including our funding costs)	✓	✓	✗
<b>Changes to our business</b>			
We'll make reasonable changes to:			
◆ the way in which we manage the account as a result of changes to technology	✓	✓	✓
◆ the systems we use, including introducing new services or facilities or replacing an existing service or facility with a new one	✓	✓	✓

<b>Changes for other reasons</b>			
If we have a reason for making a change which is not set out in this table and it is reasonable (or 'valid') for us to make the change.	✓	✓	✗
<b>Other changes</b>			
We can also make changes without giving you a reason but we'll always explain the impact of the change when we tell you and you'll be able to close your account, or end a service that relates to an account, before the change takes effect without charge.	✓	✓	✓

### Telling you about these changes

You are also protected from changes that we make to your disadvantage because we'll give you advance warning and you can always end the agreement or switch your account to another account we offer or to another bank.

<b>Change</b>	<b>Notice before change</b>		<b>Notice after change</b>
	<b>At least two months</b>	<b>At least 30 days</b>	<b>Within 30 or three working days**</b>
Increasing interest rates we pay you	✗	✗	✓
Reducing interest rates we pay you*	✓	✗	✗
Increasing interest rates you pay us (including by changing the margin above or below a reference rate or switching from a reference rate).	✗	✓	✗
Reducing interest rates you pay us (including by changing the margin above or below a reference rate or switching from a reference rate).	✗	✗	✓
Increasing overdraft charges	✗	✓	✗
Reducing overdraft charges	✗	✗	✓
Changing any other charges	✓	✗	✗
Changing any account benefits or the terms that apply to account benefits, cheques and overdrafts to your advantage	✗	✗	✓
Changing any account benefits or the terms that apply to account benefits, cheques and overdrafts to your disadvantage	✗	✓	✗
All other changes	✓	✗	✗

\* If we reduce the interest rate we pay on an account we may not give notice if there's less than £100 in the account.

\*\* Notice within three working days will be given online, in a newspaper or in branch. Personal notice will be given within 30 days.

**Different notice periods may apply to some of the accounts in the Charges and Additional Product Terms.**

### Your rights when we tell you about a change

If we give advance notice that we're going to make a change to this agreement and you don't tell us that you want to close your account before that change takes place, or within the next 60 days (if longer), then we'll assume you've accepted the change and it will take effect automatically at the end of the notice period.

If you tell us that you don't want to accept the change you can close your account without charge.

## 28. Changes we can make without telling you in advance

Interest and exchange rates	When we apply changes
<b>Reference Interest rates</b>	
Some accounts have interest rates that are based on 'reference rates' (e.g. the Bank of England base rate) which we don't control.	Within one day of any change to the reference rate. The new rate will be set out on your statement.
<b>Exchange rates</b>	
The HSBC Exchange Rate and the HSBC Global Transfers Exchange Rate are based on the foreign currency market for each currency we offer.  You can find out details of these rates by contacting us.	We can change these immediately and without giving advance notice.

## 29. How you can close your account or end this agreement

We show below how you can end the agreement and close your accounts.

**During the cooling off period (this lasts for 14 days from the day after we've confirmed we've opened your account and only applies if you open your account by telephone or on-line).**

If you contact us in branch, by telephone or online during this period to tell us you want to close your account, we'll close your account or stop providing you with a service without charge but you'll still have to pay any charges you've incurred by using the account (such as payment charges).

**By giving us notice at any time**

If you tell us you want to do this, we'll close the account and send you the amount in it (and any interest) when everything you owe us has been paid. Any account benefits will end.



### 30. How we can end this agreement and close accounts

We show below the two different ways that we can end the agreement and close your accounts.

#### Immediately and without notice

We can do this if:

- ◆ you've seriously or persistently broken this agreement;
- ◆ you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally or fraudulently;
- ◆ your behaviour is improper, for example you act in a threatening or violent manner towards staff;
- ◆ you weren't entitled to open your account or to the service, or are no longer entitled to have the account or the service;
- ◆ we discover, or reasonably suspect, that you're using the account for a purpose not covered by this agreement;
- ◆ you haven't provided us with adequate information that we've requested in relation to your liability for tax;
- ◆ we reasonably consider that you have placed us in a position where we might break a law, regulation, code, court order or other duty, requirement or obligation or we, or another HSBC Group company, may be exposed to action or censure from any government, regulator or law enforcement agency;
- ◆ there has been, or we suspect, a breach of security or misuse of your account, security details or a payment device;
- ◆ you have provided us with any false information; or
- ◆ you are involved, or we reasonably believe that you are involved, in criminal activity of any kind whether or not linked to your account or your relationship with us.

#### By giving you at least two months' notice (unless your account is a Fixed Rate Saver)

We don't have to have a reason unless your account is a Basic Bank Account in the UK. If it is, we can only close the account if:

- ◆ there has been no transaction on your account for more than 24 months; and/or
- ◆ you are no longer legally resident in the European Union.

In all cases, we'll tell you why we're ending the agreement, unless it would be unlawful for us to do so.

#### What happens next?

We'll take:

- ◆ any card payments that have been authorised but not yet charged to the account; and
- ◆ any charges and interest which haven't yet been applied to your account

before we pay what is left to you or to your account with another provider if you're using the Current Account Switch Service. We'll convert the money in any currency account into sterling using the HSBC Exchange Rate at the time before we return it to you.

You're responsible for cancelling payments into and out of your account.

You must destroy any unused cheques and your card.

### 31. How we can transfer accounts

If:

- ◆ you no longer meet the conditions for an account (for example, if you have a Student Account, when you leave or finish your studies, or you stop paying any monthly charges for the account); or
- ◆ we are withdrawing a type of account,

we'll give you at least two months' notice that we're going to transfer you to another account we think is appropriate for you. You can close your existing account during the notice period if you don't want us to make the transfer. If there's a charge for the new account, you can close it within 60 days with no charge.

### 32. Transferring this agreement

Can we transfer this agreement?	Can you transfer this agreement?
<p>Yes.</p> <ul style="list-style-type: none"> <li>◆ We can transfer all of our rights under this agreement and in relation to your account to someone else.</li> <li>◆ We can transfer all of our obligations under this agreement and in relation to your account, but only to someone we reasonably consider capable of performing them equally as well as us and who is authorised or recognised by our regulator as being able to accept deposits. This won't reduce any of your rights in relation to your account.</li> </ul>	<p>No.</p> <ul style="list-style-type: none"> <li>◆ You can't transfer any of your rights and obligations in relation to the agreement, your account, or your account itself, to any other person.</li> </ul>

### 33. When we aren't responsible for things that go wrong

We won't be responsible for any losses you may suffer if we cannot perform our obligations under this agreement as a result of:

- ◆ any legal or regulatory requirements; or
- ◆ abnormal or unforeseeable circumstances which are outside our (or our agents' and/or subcontractors') control and which we could not have avoided despite all efforts to the contrary, such as industrial action or mechanical failure.

### 34. What country's courts and laws apply to this agreement and our dealings before you opened your account?

Where your account is held		
UK (except Scotland)	England and Wales	The country where your account is held or in the country where you live
Scotland	Scotland	

# Information to help manage your account

## Privacy

Your privacy is important to HSBC.

You explicitly consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing payment services to you. This does not affect any rights and obligations you or we have under data protection legislation. You may withdraw this consent by closing your account. If you do this, we'll stop using your data for this purpose, but may continue to process your data for other purposes.

Our Privacy Notice explains how we collect, use, disclose, transfer, and store your information and sets out your rights to your information. We have provided our Privacy Notice to you separately and will inform you when we make any changes to it. You can also find this at [www.hsbc.co.uk](http://www.hsbc.co.uk) or you can ask for a copy in branch.

## How to make a complaint

If you have a complaint, please contact us using the details at the front of this booklet. We'll send you a written acknowledgement within five working days and keep you informed of our progress until your complaint has been resolved. We'll do everything we can to sort out the problem.

If you still remain dissatisfied you may be entitled to refer your complaint to the ombudsman service in your country using the contact details set out below.

Account held	Ombudsman	Contact details
UK	Financial Ombudsman Service	<p><b>Exchange Tower, London E14 9SR</b></p> <p><b>0800 023 4567 or 0300 123 9123</b></p> <p><b><a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a></b></p> <p><b><a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a></b></p>

If you opened your account in the UK 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

**<http://ec.europa.eu/consumers/odr>**

## How your money is protected

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors are covered by the scheme. In respect of deposits, an eligible depositor is entitled to claim up to the current FSCS limit for deposits. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, each depositor would have a claim up to the FSCS deposit limit and so the maximum amount that could be claimed in total would be twice the current FSCS limit. The FSCS deposit limit relates to the combined amount in all the eligible depositor's accounts with the bank, including their share of any joint account, and not to each separate account.

first direct and HSBC are both trading names of HSBC UK Bank plc and so if you hold deposits with us and first direct you will only be eligible for one claim of up to the FSCS deposit limit in total.

For further information about the scheme (including the current limits, amounts covered and eligibility to claim) please contact us, visit the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or call the FSCS on **020 7741 4100** or **0800 678 1100**. Please note only compensation related queries should be directed to the FSCS.

**Help we can offer if you want to switch to another bank in the UK or within the European Union**

If you give us the details we need, we'll transfer the money in your account (less any amounts you owe us) to your new account and give you the information we have about standing orders, other recurring payments and any direct debits so you can transfer them to your new account. We won't charge you for this.

**Unclaimed assets scheme**

We participate in the unclaimed assets scheme. If you've an account with us (including an account that we've closed in accordance with these terms but we haven't been able to repay your money to you) and there has been no activity from you on your account for at least the last 15 years we may transfer any money in your account to the unclaimed assets scheme at Reclaim Fund Limited. We'll tell you at least 30 days before we do this. If we haven't already done so, we may then close your account. You'll still have the right to your money – you should ask us for information about how to get your money back. The transfer of money to the unclaimed assets scheme won't affect any entitlement you may have to compensation under the Financial Services Compensation Scheme.

Further information to help you find lost accounts can be found at [www.mylostaccount.org.uk](http://www.mylostaccount.org.uk)

**Authorisation details**

HSBC UK Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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# Accessibility

**To find out more about our accessible services please visit [www.hsbc.co.uk/accessibility](http://www.hsbc.co.uk/accessibility) or ask at any HSBC Bank branch.**

**If you'd like this document in another format such as large print, Braille or audio, please contact us on 03457 404 404.**

A textphone service is available for customers with hearing and/or speech impairment (s) on **03457 125 563 (+44 20 7088 2077** from overseas). BSL Video Relay Service is also available (Monday-Friday, 8am-6pm, excluding Bank and Public Holidays) at [www.hsbc.co.uk/accessibility](http://www.hsbc.co.uk/accessibility).

## Contact Information

Account type	From the UK, Channel Islands and Isle of Man	From overseas
UK accounts (including HSBC Advance)	<b>03457 404 404</b>	<b>+44 1226 261 010</b>
HSBC Premier customers	<b>03457 70 70 70</b>	<b>+44 1226 260 260</b>
Textphone for all accounts	<b>03457 125 563</b>	<b>+44 20 7088 2077</b>
Telephone calls will be put through to our Automated Service. Textphone calls will be put through to our Customer Service Centre. To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us. All lines are open 24 hours unless otherwise stated.		
Online Banking	<b><a href="http://www.hsbc.co.uk">www.hsbc.co.uk</a></b>	
<b>Connect with the HSBC Mobile Banking App</b>		

In the UK, HSBC UK Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## **hsbc.co.uk**

### **Issued by HSBC UK Bank plc**

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