

# General Terms and Conditions

## Current Accounts Terms and Conditions

## Savings Accounts Terms and Conditions

Effective from 1 December 2010



The world's local bank

# General Terms and Conditions

Your agreement with us consists of these General Terms and Conditions ("**General Terms**") and any Additional Conditions (the General Terms and the Additional Conditions are together the ("**Terms**") that apply to any product/service that you have and which are described in the Terms.

Additional Conditions include the following, as applicable to your product/service: (1) the Current Accounts Terms and Conditions (the "**Current Accounts Terms**"); (2) the Savings Accounts Terms and Conditions (the "**Savings Accounts Terms**"); (3) all interest rates that apply to your product/service; (4) all charges and other information that applies to your product/service and is covered in the price list applicable to your product/service; and (5) any other terms that we provide you. You will be given a price list when you take out your product/service with us, and you can also find details of interest rates and charges by telephoning us, looking on our website, or by asking staff in our branches.

If any Additional Conditions contradict the General Terms, then the Additional Conditions will apply.

In the Terms:

"**HSBC Group**" means HSBC Holdings plc, its subsidiaries, associated and affiliated companies;

"**we**", "**us**" and "**our**" mean HSBC Bank plc;

"**you**" and "**your**" mean the account holder, or if the account is in joint names, all account holders;

"**recipient**" means the person receiving the money being paid (this may be another person or it may be you if you are sending a payment to another account you have or if you are withdrawing cash);

"**working days**" means Monday to Friday, except public holidays;

"**branch(es)**" means branches of HSBC Bank plc in the United Kingdom, Channel Islands and the Isle of Man;

"**TBS**" means our Telephone Banking Service;

"**PIB**" means our Personal Internet Banking service;

"**self-service machines**" means automatic machines at which you can access banking services using your card and PIN. These include ATMs, Express Bank machines, paying-in machines and our machines from which you can withdraw foreign currency. It will be clear at each machine what type of machine it is and what type of services you can access;

"**ATMs**" means automated teller machines at which your card will be accepted, which may be operated by us or by someone else;

"**Express Bank machines**" means some of our self-service machines that offer day-to-day banking services in addition to the services that are available at ATMs; and

"**paying-in machines**" means some of our self-service machines that allow you to deposit for payment into your account, cheques, sterling bank notes and, in some cases, coins.

The product/service you have with us should not be used for business purposes. No third party will have any rights under the Terms. We may refuse to accept money or your application to open or renew a product.

**Please read the Terms and keep them in a safe place. You can ask for a copy of the Terms at any time.**

## Channel Island and Isle of Man customers only

References to the Channel Islands mean Jersey and Guernsey (including Alderney and Sark).

TBS is currently only available to some Channel Islands and Isle of Man customers. If you are not presently able to use TBS and are invited by us to do so, clause 4 will apply when you register a security number for TBS with us or use TBS. We would also draw your attention to the following sections for specific information relating to customers of the Channel Islands and Isle of Man: 36.7 (European Savings Directive and credit interest); 47 (Governing Law); 37 (Bankruptcy Orders); 33.12 (Probate); and the back page of the General Terms (Depositor's Compensation Scheme and How to Complain).

## Contact Information

To contact us, please call using the applicable number in the following table. 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.

Account type	From the UK	From abroad
<b>UK accounts</b>	08457 404 404 (Customer Service Centre: 8am -10pm) (Automated Service: 24 hours)	+44 1226 261 010 (Customer Service Centre: 8am -10pm) (Automated Service: 24 hours)
<b>Channel Islands/ Isle of Man accounts</b>	08456 006 161 (8am -10pm)	+44 1226 261 010 (8am -10pm)
<b>HSBC Premier customers</b>	08457 70 70 70	+44 1226 260 260
<b>HSBC Advance customers</b>	08457 404 404	+44 1226 261 010
<b>Textphone for all accounts</b>	18001 08457 125 563	+ 44 207 088 2077

## Section 1 – Payment Services

This section 1 is a separate framework contract for payment services on your account which includes the basis on which we may vary any of the interest rates and other Terms. We have divided section 1 into parts as follows:

**Part A** – contains terms describing the different types of payments you can make, the information you must provide us when you make a payment and the different ways in which you can ask us to make a payment. Part A also includes important security information.

**Part B** – contains terms of general application to the different types of payments you can make, including when payments will and will not be paid from your account, payments that involve a foreign currency and when you will receive interest on payments made from your account.

**Part C** – contains terms specific to each type of payment, ranging from internal transfers to cheques.

**Part D** – contains terms relating to joint accounts, statements, fraud prevention and responsibilities. Part D also includes terms relating to changing the Terms and ending the framework contract and closing your account.

### Part A

#### 1. Different types of payment into and out of your account

**1.1.** Internal transfers – sterling payments between UK accounts you have with us in the same name, including joint accounts which you hold with someone else. This includes automatic transfers (please see clause 15.4 which explains what an automatic transfer is).

**1.2.** Bill payments – sterling payments (other than Priority Payments or Electronic Fund Transfers) from your account directly to the account of another person or organisation in the UK, Channel Islands and Isle of Man. Some bill payments will be processed using the faster payments service; we call these “faster bill payments”. All bill payments between accounts with us will be faster bill payments. Cut-off times and execution times will be different for faster bill payments and normal bill payments (please see the table in clause 15 for more details). Faster bill payments are available only if the recipient’s bank is able to accept payments in this way. We will tell you if they cannot when you ask us to make the payment (for future dated payments we are not able to guarantee that, when the payment is sent, the recipient’s bank will still be able to accept faster payments).

**1.3. Electronic Fund Transfers** – payments from your account in sterling in the UK made through the Clearing House Automated Payment System (CHAPS).

**1.4. Priority Payments** – international electronic payments from your account that are not SEPA payments or WorldPay payments (Priority Payments can be made in any currency anywhere in the world, and are made using the SWIFT mechanism).

**1.5. Single European Payment Area (SEPA) payments** – payments from your account in euro up to the equivalent of £2,000 to accounts in EEA countries and Switzerland. If your account is not in euro, we will deduct from your account the amount of the payment and then convert the payment into euro at the HSBC prevailing exchange rate.

**1.6. WorldPay** – payments (which do not qualify as SEPA payments) from your account to selected countries in any currency, other than sterling, up to that currency equivalent of £2,000 (please ask us for details).

**1.7. Global Transfers** – international inter-account transfers that are made through Global View in PIB.

**1.8. Standing Orders** – regular payments in the UK from your account to an identified recipient for a defined or undefined period. Some standing orders will be processed using the faster payments service; we call these “faster standing orders”. All standing orders to accounts with us will be faster standing orders. Execution times will be different for faster standing orders and normal standing orders (please see the table in clause 15 for more details). Faster standing orders are available only if the recipient’s bank is able to accept payments in this way. We will tell you if they cannot when you ask us to make the payment (for future dated payments we are not able to guarantee that, when the payment is sent, the recipient’s bank will still be able to accept faster payments).

**1.9. Direct Debits** – regular payments to a business or other organisation from your account, which may vary by amount or date. Each individual payment is requested from us by the business/organisation.

**1.10. Debit card payments** – payments by debit card for the purchase of goods or services (or both) either made in person or remotely by telephone, fax, internet or mail order. These are only available to debit cardholders. All references to Maestro cards also include Solo debit cards.

**1.11. Cash withdrawals** – cash you withdraw from your account.

**1.12. Cash payments in** – cash deposits into your account.

**1.13. Cheques into and from your account.**

**1.14. Other items that are payable to you for payment into your account.**

Some types of payment are not available on certain accounts.

## **2. Information you need to provide when you make a payment**

### **2.1. Electronic Fund Transfers, Priority Payments, WorldPay payments and SEPA payments you make and international payments you receive**

**2.1.1.** You must provide us with all the following details to enable us to make a payment:

- the correct details of the recipient’s bank, including the bank’s SWIFT Bank Identifier Code (“**BIC**”) address, sort code or national bank code;
- the recipient’s bank account number, or International Bank Account Number (“**IBAN**”) if making a SEPA payment or paying to a bank in the EEA;
- the name and address of the recipient to whom the payment is made;
- your own account number (and IBAN for a SEPA payment), name and address. This is a legal requirement and these details will be passed to the recipient’s bank; and
- the recipient’s reference, if applicable.

**2.1.2.** If you are going to receive an international payment you must tell the sender of the payment your BIC and IBAN.

### **2.2. Bill payments (including faster bill payments) and internal transfers**

**2.2.1.** Unless clause 2.2.2 or 2.2.3 applies, you must provide us with all the following details to enable us to make the payment:

- the sort code and account number for the recipient’s account;
- the date the payment is to be deducted from your account;
- the recipient’s name; and
- any reference identifying the payment (including a reference to you or the recipient).

**2.2.2.** If you do not have the sort code and account number for the recipient's account but have made a payment to the recipient before from your account and we have set their information up on your account, then we can make the payment in the absence of this information with your agreement.

**2.2.3.** Payments can only be made via Express Bank machines if you have previously made a payment from your account to the recipient and their details are set up on your account, or if the recipient is one of a selection of large companies set up on our systems (please ask for details), for example, a utility company.

### **2.3. Standing orders (including faster standing orders)**

We will require all the following details from you to enable us to set up a standing order from your account:

- the recipient's name, sort code and account number;
- the date we are to start deducting the payments from your account;
- how often you want us to make the payments;
- the amount of each payment and for what length of time you require us to make the payments; and
- any reference identifying the payment (including a reference to you or the recipient).

## **3. Personal Internet Banking**

You can make some payments through PIB by logging on, using your user ID, password and providing other security information. When you have provided your payment instructions, you will be asked to confirm those instructions. This will be your agreement for us to make the payment.

## **4. Telephone Banking Service**

**4.1.** Clause 4 applies to your use of TBS in respect of accounts held solely or jointly by you and/ or any accounts of a third party which you are authorised by the account holder to operate, e.g. because they have signed a third party authority (called a third party mandate) in your favour or granted you a power of attorney. If you use TBS to operate any accounts of a third party, you agree to do so only if, and to the extent that, you are authorised to do so by the account holder.

**4.2.** TBS is available, provided that your identity can be verified and your account permits it, by using a security number or by speaking to a Customer Service Representative and completing security procedures. You will be asked to create

a personal security number when you register for TBS (or if you lose or forget your security number). The number must be between six and ten digits long.

**4.3.** You can contact us via TBS by calling the applicable number set out in the table before section 1 in the General Terms. To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us.

**4.4.** To use our Automated Service you will need a touch tone telephone and a security number. If you have a password with us, you should contact us to convert it to a security number.

**4.5.** Our Automated Service enables you to:

**4.5.1.** obtain your balance, see clause 24.5, which provides more detail about balance information;

**4.5.2.** obtain details of recent transactions;

**4.5.3.** transfer money between certain of your accounts, and your HSBC Bank credit cards;

**4.5.4.** make certain types of payments; and

**4.5.5.** speak with a Customer Service Representative in relation to other enquiries.

You cannot make transfers or other payments from accounts on which you must give us notice to withdraw or transfer money.

### **4.6. Your instructions**

**4.6.1.** You can make some payments through TBS (once you have completed our security procedures) by speaking to a Customer Service Representative, who will take details of the payment and then confirm the details to you. You must confirm these details are correct before we make the payment. Alternatively, if you are using the Automated Service, you must provide the payment details using your telephone key pad. We will repeat the payment details before asking you to confirm them by pressing a button on your telephone key pad. Your confirmation will be your agreement for us to make the payment.

**4.6.2.** On satisfactory completion of our security procedures, we can act on any instructions given to us, even if these instructions were not given by you or with your authority.

### **4.7. Availability of TBS**

TBS may be temporarily unavailable if we have to carry out routine or emergency maintenance. We will try to inform you in advance but it may not always be possible to do so.

## 5. Branch

If you are making a payment in branch, we will make the payment when you confirm that the information you have given us is correct.

## 6. Self-service machines

To make a payment (including deposits and withdrawals) using a self-service machine, you must use the key pad to type the payment details out and then confirm to us that you want the payment to be made. This will be your agreement for us to make the payment.

## 7. Post

To make a payment by post, you must send a letter addressed to us to any of our branches. You must set out all the details we tell you we need to make the relevant payment (please see clause 2) and you must sign the letter (your signature must match the signature on your mandate with us). This will be your agreement for us to make the payment. We will make the payment once we have checked your instructions.

## 8. Cards – Debit and self-service cards – and self-service machines

### 8.1. General

**8.1.1.** All new debit cards we issue will be VISA debit cards. If we replace an existing Maestro (including Solo) debit card that you have, we will send you a VISA debit card.

**8.1.2.** Only the relevant parts of the terms and conditions in this clause will apply if your card does not have all of the functions set out below.

### 8.2. Issuing a card and Personal Identification Number ("PIN")

**8.2.1.** We will only send you a card if you ask for one or to replace a card already held. For the type of card you will receive with a current account, please see the table at the beginning of the Current Accounts Terms. We may ask you to activate any new/replacement card you receive from us before you can use it.

**8.2.2.** If you ask us to send, or we issue you with, a replacement card before your existing card's expiry date you will only be able to use your existing card for 30 days after the date we send you a replacement card. You can change your PIN, but not within the 30 day period before the expiry of an existing card or at any time between the order and receipt of a replacement card.

**8.2.3.** We will issue you with a PIN. We will not reveal your PIN to anyone but you. You can use your PIN with your card for withdrawing money

and using other services available from self-service machines.

**8.2.4.** If your account is in joint names, these terms apply to each cardholder. We can only issue a card to a person authorised by all of you to operate the account alone.

### 8.3. Your card and your account

**8.3.1.** You must not use your card after the end of the month it expires, or after we have asked you to return it to us or told you that its use is suspended. Please also see clause 26.8 of this section 1, which provides more detail on the suspension of the use of cards.

**8.3.2.** We may charge for card use at the rates set out in the price list we provide you with. You authorise us to deduct all such charges from your account.

**8.3.3.** You must not use your card for an illegal purpose.

### 8.4. Returning your card

You can return your card to us at any time, but it must be cut into at least six pieces.

### 8.5. Self-service machines

**8.5.1.** All cards can be used in our self-service machines in the UK, Channel Islands and Isle of Man.

**8.5.2.** You may have to enter your PIN in order to use self-service machines.

**8.5.3.** You can obtain and perform the following from some of our self-service machines in the UK, Channel Islands and Isle of Man by using your card:

- details of the balance and available balance on your account;
- pay cash and cheques into your account; and
- make transfers between the account on which the card has been issued and any other accounts you hold with us as listed in the tables in both the Savings and Current Accounts Terms (excluding Foreign Currency/International Personal Accounts and Regular Saver accounts) and which you have nominated for this purpose. The transfer facility will be automatically set up at account opening for Instant Access Savings Accounts, Flexible Saver accounts and HSBC Premier Savings Accounts.

**8.5.4.** We will be responsible for any money lost if there is a fault on one of our self-service machines of which we have not notified you by a message on the screen or a notice on the machine. If we have notified you of a fault on one of our self-service machines, you should not use

your card, and if you do we will not be liable for any loss. The number of self-service machines we make available will vary in number from time to time.

**8.5.5.** We may allow you to use your card in self-service machines in the UK and abroad operated by other financial institutions if such machines display the Cirrus or Maestro logo if you have a Maestro debit card, or a VISA logo if you have a VISA debit card. We will advise you if you are able to use your card in these machines when you open your account and about any limitations which apply. We may decide to stop or impose limitations on customers being able to use their cards in these machines in respect of particular types of account.

**8.5.6.** If financial institutions charge for your use of their self-service machines, such charges will be payable by you. For example, financial institutions may make a charge for withdrawals from a self-service machine located in the UK, Channel Islands or Isle of Man.

**8.5.7.** You can use your debit card to:

- make certain charitable donations; and
- purchase mobile phone top-ups for “pay-as-you-go” mobile phones at our self-service machines. Payment will be deducted from the account that your card was issued on. Using either of these services will reduce your daily cash withdrawal limit from our self-service machines by the amount of the payment you have made. You must ensure that you enter the correct mobile telephone number when purchasing mobile phone top-ups as we will not provide a refund if you enter an incorrect mobile telephone number.

**8.5.8.** We will not be responsible if you cannot use your card in a machine operated by another financial institution.

## 9. Important Security Information

**9.1.** You must use any card issued to you and TBS and PIB in accordance with the Terms. PIB is also subject to its own terms and conditions provided to you when registering for the service.

**9.2.** You must take all reasonable precautions to keep safe and prevent fraudulent use of any cards and security details (including PINs, security numbers, passwords or other details including those which allow you to use PIB and TBS).

These precautions include but are not limited to all of the following, as applicable:

### General

- never writing down or otherwise recording your PIN and other security details in a way that can be understood by someone else;
- not choosing security details that may be easy to guess;
- taking care to ensure that no one hears or sees your security details when you use them;
- keeping your security details unique to your accounts with us;
- not allowing anyone else to have or use your card or PIN or any of your security details (including for TBS and PIB) and not disclosing them to anyone, including the police and us, except your card number and other card details when using your card to make payments, and your security details when registering for or resetting your TBS and PIB security details (but even then do not disclose in full);
- keeping card receipts and other information about your account containing personal details (such as statements) safe and disposing of them safely. People who commit fraud use many methods such as searching in dustbins to obtain this type of information. You should take simple precautions such as shredding paper containing such information;
- changing your security details immediately and telling us as soon as possible in accordance with clause 9.3 if you know, or even suspect, that someone else knows any of those details, or if we ask you to;
- keeping your card and PIN and other security details safe;

### Cards and PINs

- safely destroying any PIN advice we send you immediately after receipt, eg by shredding it;
- signing each card as soon as you receive it if it bears a signature strip;
- keeping your debit card separately from your cheques;
- not disclosing the card number, PIN or card security codes except when using the cards to make payments;
- not disclosing your PIN for mail order payments or when paying for goods and services over the telephone or through the internet;
- complying with clause 17.2 covering the acceptance of fraud prevention systems (such as Verified by Visa) when using debit cards to make payments through the internet;

- not tampering with the card;
- complying with all reasonable instructions we issue regarding keeping your card and PIN safe;

### Telephone Banking

- when you call us, we will confirm your identity using our current security procedures. We will never ask you for more than two digits of your security number. We may not be able to assist you if we are unable to identify you as our customer using our security procedures;
- when we call you, we will never ask for details of your security number or password or other security details to identify you as our customer. We will ask you questions based on information known to us about you and the transactions on your account;
- when you contact us by telephone, you should not use cordless or mobile telephones operating on an analogue network. We recommend that you use either a landline or a digital mobile telephone. We are not responsible for the security of your account if anyone else overhears you speaking to us on the telephone;

### If using a textphone

- always clear your textphone's memory after every conversation with us;
- ensure that you tear out and destroy any printed record of your password or personal security details from any printer attached to your textphone;
- keep your textphone properly operational;

### Personal Internet Banking

- keep your personal computer secure by using anti-virus and anti-spyware software and a personal firewall;
- keep your passwords and PINs and other security details secret – we will never ask you for your online banking security information in full;
- always access PIB by typing in the bank address to your web browser, never go to an internet banking site from a link in an e-mail and then enter personal details;
- never access PIB from any computer connected to a local area network (LAN) (this is usually the case for computers you use at work) or any public internet access device or access point (e.g., at an internet café) without first making sure that no one else will be able to observe or copy your access or get access to PIB by pretending to be you;

- never record any password or other security details on any software which retains it automatically (e.g. any computer screen prompts or 'save password' feature or the line on your internet browser) unless retaining your password or security details is a specific function of a banking service provided by us;

- once you have logged on to PIB, do not leave the device from which you have accessed it or let anyone else use that device until you have logged off; and

- follow all security measures recommended by the manufacturer of the device you use to access PIB, e.g. the use of personal identification numbers for mobile telephones with internet access.

**9.3.** If any card, PIN or security details are lost or stolen, or you suspect that someone has used or tried to use them, you must tell us without delay by calling us on the applicable number set out in the table overleaf. All lines are open 24 hours unless otherwise stated. If you need to call about your TBS or PIB security details and lines are closed, please call without delay the applicable number for Cards and PINs issues and we will block access to your account via TBS and/or PIB (to re-set your relevant security details you will need to call the usual number during opening hours). 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.

<i>Issue</i>		<i>From the UK</i>	<i>From abroad</i>
<b>Cards and PINs</b>		08456 007 010	+44 1442 422 929
<b>PIB Issues</b>		08456 002 290 (8am to 10pm)	+44 1226 261 226 (8am to 10pm)
<b>TBS Issues for:</b>	<b>UK accounts</b>	08457 404 404 (8am to 10pm)	+44 1226 261 010 (8am to 10pm)
	<b>Channel Islands/ Isle of Man accounts</b>	08456 006 161 (8am to 10pm)	+44 1226 261 010 (8am to 10pm)
	<b>HSBC Premier customers</b>	08457 70 70 70	+44 1226 260 260
	<b>HSBC Advance customers</b>	08457 404 404	+44 1226 261 010
<b>Textphone for all issues</b>		18001 08457 125 563	+ 44 207 088 2077

**9.4.** If asked, you must confirm in writing the loss or theft of your cards or security details relating to your card, PIB or TBS. If you no longer require your card and/or any unused cheques then you must cut them into at least six pieces and return them to us.

**9.5.** We will ask you to co-operate with us and the police in relation to any investigation into the actual or suspected misuse of your card, passwords, PIN(s), security details and/or accounts. You must report any unauthorised transactions to the police within seven days of our request. We may also disclose information about you or your account to the police or other third parties if we think it will help prevent or recover losses.

**9.6.** If you find your card after having called us under clause 9.3, you must not use it again. You must cut it into at least six pieces and return it to us immediately.

## Part B

### 10. When payments will and will not be made by us

**10.1.** We will make/authorise a payment from your account if you authorise it in any of the ways set out in this section 1 of the General Terms, and:

- there are cleared funds in your account; or
- the payment is covered by an overdraft that we have agreed following a formal or informal request from you for an overdraft or an increase to an existing overdraft limit (please see clause 3 of the Current Accounts Terms, and clause 15 of the Current Accounts Terms if you have Bank Account Pay Monthly, for more details).

There may be a delay in carrying out your instructions while fraud prevention checks take place.

**10.2.** When we assess whether to make/authorise payments under clause 10.1, we may consider any other payments we have made or agreed to make from your account that day, even if those other payments have not already been deducted from your account. You must take this into consideration when requesting payments.

**10.3.** We may refuse to make a payment (and we will not be responsible for any loss):

- if any of the conditions set out in this section 1 have not been met (this includes if we do not agree to an informal request for an overdraft to cover the amount of the payment); or
- if the payment would exceed any limits we may set (please see clauses 15.2 and 18.3 for more details about limits); or
- if we are not reasonably satisfied the transaction or the instruction is lawful; or
- if we consider that your account has been or is likely to be misused; or
- for fraud prevention purposes.

**10.4.** If we refuse to make a payment that you have requested: for standing orders, direct debits and cheques, we will write to you on the first occasion a payment is refused; and for other payments you will normally be told when you request the payment, unless we suspect fraud – please see clause 25 for details about our fraud prevention measures and what we do if we suspect fraud. In all cases, if you telephone us, we will tell you if a payment has been refused, the reasons for the refusal (if possible) and the

procedure for correcting any factual errors that led to the refusal. This information will be available immediately after our refusal of your instruction. We will not be able to provide you with details in any of these ways if it is unlawful for us to do so.

**10.5.** We may charge for considering and returning an informal request for an overdraft or an increase to an existing overdraft limit (please see clause 3 of the Current Accounts Terms, and clause 15 of the Current Accounts Terms if you have Bank Account Pay Monthly, for details). We may also charge for each occasion we notify you that your payment request has been refused.

## **11. Foreign payments**

### **11.1. Payments you make**

**11.1.1.** The exchange rates we use are variable exchange rates which are changing constantly throughout the day (for example, to reflect movements in foreign exchange markets). The exchange rate we will apply to payments you make involving a currency exchange, other than future dated payments, is the rate we provide or make available to you (including in our branches and on the telephone) when you request the payment. The exchange rate we apply to future dated payments will be the HSBC exchange rate applicable at the time your payment is processed. You can call us to find out rates. The exchange rate applied to your payments will appear on your statement.

**11.1.2.** If you make a payment that involves an exchange into a foreign currency, and that payment is returned to us, we will convert the returned payment back to the original currency at the HSBC exchange rate applicable when we receive the returned payment. We are not responsible for any fluctuations in the exchange rate.

**11.1.3.** If you cancel an instruction for a payment to be made in a currency other than sterling before we have made the payment but after we have converted the payment into the other currency, we will convert the payment back into the original currency at the HSBC exchange rate applicable when you cancel your instruction and will then add the value of the payment to your account. We are not responsible for any fluctuations in the exchange rate.

**11.1.4.** We may deduct charges from your account when you instruct us to make a Priority Payment, WorldPay payment, SEPA payment or Global Transfer. Details of the charges are in the price list that is applicable to your account.

**11.1.5.** For payments in an EEA currency that you instruct us to make to accounts within the EEA,

we will not deduct from your account charges made by agents we use, any intermediary bank and/or the recipient's bank.

**11.1.6.** For payments other than those described in clause 11.1.5, we will not deduct from your account charges made by agents, intermediary banks and/or the recipient's bank unless you ask us to deduct all charges from your account. This means that for these payments unless you ask us to deduct all charges from your account, agents, intermediary banks and the recipient's bank may deduct their charges from the amount of the payment.

### **11.2. Payments you receive**

**11.2.1.** If you receive a payment in a different currency to the currency of your account and your correct BIC and IBAN is attached to that payment, we will convert the payment into the currency of your account at the HSBC exchange rate applicable when we receive the payment. We will then add the payment to your account.

**11.2.2.** A charge may be deducted from your account for foreign currency payments into your account. This includes payments in the currency of your Foreign Currency/International Personal Accounts. You will be provided with details of charges when you open your account.

**11.2.3.** Any foreign banknotes paid into your account using a branch will be converted at the applicable HSBC exchange rate and then added to your account.

## **12. Interest on payments you make and receive**

**12.1.** Provided your account is in credit, for bill payments (excluding faster bill payments) and standing orders (excluding faster standing orders), you will receive interest on a payment until it reaches the recipient's bank. If your account is overdrawn, you will not be charged interest on the payment until it reaches the recipient's bank. In all other cases, you will receive interest up to the time the payment is deducted from your account.

**12.2.** Interest (where it applies) will be calculated on payments into your account once the payment has been added to your account and will be paid into your account in accordance with the terms we have agreed with you.

## **13. Charges for payments/services and for enquiries about an instruction**

**13.1.** We may charge for some payments/services we provide at the rates set out in the price list applicable to your account. You authorise us to deduct all charges from your account when

you give your instructions, or if the charge applies to payments you receive, when we add the payment to your account.

**13.2.** We may make a charge for any enquiries we receive in respect of each payment instruction, whether made by you or another person. We will not charge you if we have made an error. We will advise you of the charge before we start investigations on your behalf.

#### **14. Cut-off times, execution times and when you can cancel an instruction to make a payment**

**14.1.** The cut-off time is the time before which on a working day (or calendar day for faster bill payments and internal transfers, which can be made on any day) a payment or a payment instruction is treated as received by us on that working day (or calendar day, as appropriate). This means if we receive a payment or a payment instruction after the cut-off time, we will treat this as received by us on the following working day, or for faster bill payments and internal transfers, the following calendar day. If we receive a payment (other than faster bill payments and internal transfers) or a payment instruction (other than for a faster bill payment or internal transfer) on a day that is not a working day, we will treat this as received on the next working day. Cut-off times vary for different types of payment and for different ways in which the payment is requested. Information about cut-off times for each type of payment is set out in the table in clause 15 and in clauses 19.3 and 21.2. We will receive any instructions you give us by post when we open your letter (there are no cut-off times for this).

**14.2.** Some types of payments have additional currency cut-off times. For these payments, you must give your instructions before the earlier of the cut-off times that apply for us to treat the instructions as received before the cut-off time. Please see the price list for information about currency cut-off times.

**14.3.** The maximum execution time (the time it takes for the payment to reach the recipient's bank), is set out in the table in clause 15 and in clauses 15.2 to 21. This does not include the day on which we receive the instruction. The day we receive your instruction for this purpose will depend on whether your payment instructions were received before or after the cut-off time.

**14.4.** Where you have instructed us to make a payment immediately, we will begin processing the instructions when they are received. You cannot cancel your instructions after you have

given them to us, unless the payment is a duplicate SEPA payment which you have sent in error (a duplicate SEPA payment is a SEPA Payment that is to the same beneficiary, for the same amount, and on the same day as another SEPA payment you have sent), or a SEPA payment made fraudulently from your account by a non-account holder, in which case you can cancel it within ten working days. If you wish to cancel a recurring debit card payment, you must arrange this with the retailer or supplier.

**14.5.** If you instruct us to make a payment on a future date, we will begin to process the payment on the date you specify. In this case, whether you may cancel your instructions will vary for different types of payment and for different ways in which the payment is requested. Information about cancelling is set out in the table in clause 15.

**14.6.** After any time limits for cancellation referred to in this clause have expired, you may only cancel your instructions if we agree and, in the case of debit card payments and direct debits, if the person who receives the payment also agrees.

**14.7.** All cut-off times quoted refer to time in London, UK.

#### **Part C**

#### **15. Internal transfers, bill payments (including faster bill payments), Electronic Fund Transfers, Priority Payments, SEPA payments, WorldPay, Global Transfers and standing orders (including faster standing orders)**

## 15.1. In the table "EB" means Express Bank machine

Payment Type	How you can request a payment	General cut-off time for giving instructions to us	Maximum execution time	Can you arrange a payment to be sent on a future date?
<b>Internal Transfers</b>	PIB TBS EB  ATM (only transfers between a current account and a nominated savings accounts (not ISAs) or HSBC credit card)	11.45pm	Immediate	Yes and you can cancel the payment by PIB, TBS or EB up to 11.45pm the day before we send the payment
<b>Bill Payments</b>	PIB TBS EB	<ul style="list-style-type: none"> <li>• 11.45pm for faster bill payments</li> <li>• 8pm for all other bill payments</li> </ul>	<ul style="list-style-type: none"> <li>• Immediate for faster bill payments to other accounts with us, same day for any other faster bill payments</li> <li>• 3 working days for bill payments to HSBC Bank International branch</li> <li>• 2 working days for other bill payments</li> </ul>	Yes and you can cancel the payment by PIB, TBS or EB up to 11.45pm the day before we send the payment
<b>Electronic Fund Transfers</b>	TBS Branch Post	3.45pm  5pm if payment to HSBC account	Same day	Yes if requested by branch or post. You can cancel the payment by calling TBS before 3.30pm the day before the payment is to be made, or going into a branch by the end of the working day before the payment is due to be made.
<b>Priority Payments</b>	PIB TBS Branch Post	PIB – 3.30 pm TBS – no cut-off Branch – 2pm Currency cut-off times apply	<ul style="list-style-type: none"> <li>• Next working day (within the EEA)</li> <li>• Up to 4 working days (outside the EEA) but this may take longer depending on the country the money is being sent to</li> </ul>	Yes if requested by branch or post. You can cancel the payment by calling TBS before 3.30pm the day before the payment is to be made, or going into a branch by the end of the working day before the payment is due to be made.

Payment Type	How you can request a payment	General cut-off time for giving instructions to us	Maximum execution time	Can you arrange a payment to be sent on a future date?
<b>SEPA Payments</b>	PIB	11.45 pm Currency cut-off times apply	2 working days	No
<b>WorldPay</b>	PIB TBS Branch	3.30pm Currency cut-off times apply	<ul style="list-style-type: none"> <li>• 2 working days (within the EEA and in EEA currency)</li> <li>• Up to 6 working days (outside the EEA and/or non-EEA currency) but this may take longer depending on the country the money is being sent to</li> </ul>	Yes if requested by branch or post. You can cancel the payment by calling TBS before 3.30pm the day before the payment is to be made, or going into a branch by the end of the working day before the payment is due to be made.
<b>Global Transfers</b>	Via Global View in PIB	11.45pm	2 working days	Yes and you can cancel a future payment via Global Transfers in PIB or by calling TBS before 11pm the day before the payment is due to be made.
<b>Standing Orders</b>	PIB TBS Branch Post	PIB – 2 working days before first payment TBS – 11pm day before first payment Branch – end of working day before first payment	<ul style="list-style-type: none"> <li>• Immediate for faster standing orders to other accounts with us (including a credit card with us), same day for any other faster standing orders</li> <li>• 3 working days (for normal standing orders to an account at another bank or to HSBC Bank International branch)</li> </ul>	Yes and you can cancel a future payment via: PIB, TBS, EB or in branch. For payments due in the next two working days, you must cancel in branch by the end of the working day before the payment is to be made or via TBS/ PIB before 11pm the day before payment is to be made

**15.2.** We may set limits on the payments you can make from your account via PIB, TBS, post and branch. If we do, we will tell you the applicable limit when you make a payment. Your consent to making a payment will also be your agreement to the limit that applies to that payment. We will make payment limits available to you if requested.

**15.3.** If a standing order that is made to your account is returned unpaid, the amount of the standing order will be deducted from your account before 3.30 pm on the day the standing order is credited to your account. If you withdraw against a standing order that is later returned unpaid, and the deduction of the amount of the unpaid standing order from your account would either make your account go overdrawn or go over an existing overdraft limit, we will treat this as an informal request for an overdraft – please see clause 3.3 of the Current Accounts Terms for further details. If you have a Bank Account Pay Monthly account, this may take you over your Buffer limit if you do not have enough funds in your account, or available credit to cover the returned standing order – see clause 15 of the Current Accounts Terms for more details. Standing orders sent by the faster payments system cannot be returned unpaid.

#### **15.4. Automatic Transfers**

**15.4.1.** If you ask us, we will set up an automatic transfer from your account to another UK account you have with us in the same name, including joint accounts you hold with someone else. Your account must not have restrictions on withdrawals and the account the transfer is sent to must not have restrictions on deposits. Neither account may be a Cash ISA product.

**15.4.2.** If you hold your account jointly with someone else, we will accept instructions from any one of you to set up an automatic transfer. We will accept instructions for the transfer to be made to another account in the same joint names as your account, or to another account in the sole name of one of you.

**15.4.3.** You will need to specify the date on which, and the frequency with which, the automatic transfer will happen. The frequency can be daily, weekly or monthly. If you want to change your transfer date please call us on the applicable number set out in the table above section 1 of the General Terms or change it online using PIB.

**15.4.4.** You can set different types of limits for an automatic transfer – please ask us for details.

**15.4.5.** We will charge for some automatic transfers. Details of charges are in the price list that applies to your account.

## **16. Direct debits**

**16.1.** To set up a direct debit you must complete a direct debit instruction form with the recipient. This may be done in writing, over the phone or via the internet.

**16.2.** The recipient will normally lodge the direct debit instruction electronically onto your account but may occasionally send the original direct debit instruction you completed to us. When each payment request is sent to us we will check that the reference for that payment matches the reference on the direct debit instruction and will then make the payment from your account.

**16.3.** You can withdraw your agreement for direct debit payments to be made at any time by telling us via branch, TBS or PIB before the end of the day before that payment is due to be made by us. You should also tell the recipient that you have cancelled the direct debit instruction.

**16.4.** The payment will be deducted from your account and received by the recipient's bank on the direct debit due date, provided that we receive the request to make the payment from the recipient, or the recipient's bank, by 10.30pm two working days before the due date.

## **17. Debit card payments**

**17.1.** You can pay for goods and services using your debit card in the UK, the Channel Islands, the Isle of Man and abroad at retailers who accept VISA if you have a VISA debit card, or at retailers who accept Maestro if you have a Maestro debit card. A "cashback" service may also sometimes be available. You can set up recurring payments to be made from a VISA debit card.

**17.2.** When you place an order over the internet with organisations that participate in MasterCard SecureCode™ (for Maestro debit cards) or Verified by VISA (for VISA debit cards) (designed to prevent fraud) you will be invited to register for the service applicable to your card. If you do not do so, as part of our fraud prevention measures, we may not authorise the payment for your order and further internet transactions with participating organisations.

**17.3.** Before we will make a payment from your account, for transactions in person, we will require you to enter details of your PIN into a keypad or provide a signature and for other transactions we will require certain personal details and the three digit card security number on the back of your card. We will advise the retailer or other supplier if we are prepared to authorise the payment to be made from your account. For decision-making and card-misuse prevention

purposes, we may refer an authorisation request back to the retailer for further information. This may result in you being asked to produce further identification. This may also be done on a random basis for fraud prevention purposes.

**17.4.** You cannot withdraw your consent to make a card payment after you have authorised it, but a retailer, or supplier may make a refund. We will credit your account when we receive the refund. We cannot be responsible for any delay in receiving the refund.

**17.5.** We will not be responsible if a retailer or other supplier refuses to accept your debit card, or if you cannot use your debit card to make a payment.

**17.6.** We will normally deduct from your account the amount of a debit card payment made in the UK, Channel Islands or Isle of Man on the first working day after we receive the request from the retailer's bank for the payment to be made. We will make the payment to the retailer's bank on the same day.

**17.7.** Any foreign currency debit card payments are converted to sterling by VISA or Mastercard (as appropriate) using wholesale market rates applying on the day the conversion is made. These transactions are subject to our foreign exchange charge of 2.75%. We will deduct the payment from your account once we receive details of the payment from the card scheme, at the latest the next working day. Details of the current wholesale market rates can be obtained by calling us on the usual telephone numbers, set out in the table before section 1 of the General Terms.

## **18. Cash withdrawals**

**18.1.** You can withdraw cash from your account over a branch counter or from a self-service machine that allows cash withdrawals and has a VISA logo, if you have a VISA debit card, or has a Maestro logo, if you have a Maestro card.

**18.2.** A charge will be deducted from your account for foreign currency banknotes withdrawn from your Foreign Currency/International Personal Accounts. We will tell you about this charge when you open your account and also when you make the withdrawal request.

**18.3.** We will set a limit on the amount you can withdraw each day from self-service machines. You will be advised of the amount of the limit when you receive your card from us.

**18.4.** Cash withdrawals from self-service machines in the UK, Channel Islands and Isle of Man will be deducted from your account on the same day. For cash withdrawals at self-service

machines outside of the UK, Channel Islands and Isle of Man (where the self-service machine operator will act for itself and not on our behalf) the amount of any cash withdrawal made in a currency other than sterling will be converted into sterling as set out in clause 17.7. See the relevant price list for charges that will apply. We will deduct the withdrawal from your account once we receive details of the payment from the card scheme, at the latest the next working day.

**18.5.** You can make cash withdrawals in euros or US dollars from your account from some of our self-service machines. The HSBC exchange rate, the amount of currency you will receive and the sterling amount will be shown on the screen and you need to press a button on the keypad to agree to the withdrawal. You are not able to cancel the transaction after this point. The amount of the cash withdrawal converted into sterling will be deducted from your account immediately.

**18.6.** For withdrawals over the counter at branches, you must provide an item of identification acceptable to us, and the cheque book or withdrawal book for the account (if you have been issued with one). You cannot use your debit card alone to make withdrawals over our counters.

**18.7.** We will deduct cash withdrawals made over the counter at one of our branches from your account on the same day. For Foreign Currency/International Personal Accounts, this may be the next working day.

## **19. Cash payments in**

**19.1.** You can pay cash in over the counter at one of our branches or, if you have a card issued by us, at one of our Express Bank machines that allows payments to be made into your account. You must complete a paying-in slip to do this. You must not send cash to us by post.

**19.2.** If you pay only cash into your account over the counter at one of our branches or we receive cash from you by personal delivery, it will be credited to your account and available for you to withdraw immediately. It will be treated as cleared for interest calculation purposes (if applicable) on the same day.

**19.3.** If you pay in cash using one of our paying-in machines, provided you pay in before the cut-off time displayed on the machine, it will be credited to your account and available for you to withdraw immediately after the machine is opened and we receive and check your deposit, which will be on the same working day. If the cut-off time is missed, your money will be credited to your account the next time the paying-in machine is

opened, which is usually the next working day. Some paying-in machines will automatically count the money you deposit and it will be credited to your account and available for you to withdraw immediately. It will be treated as cleared for interest calculation purposes (if applicable) on the same day.

**19.4.** If you use one paying-in slip to pay a mixture of cash and cheques into your account over the counter at one of our branches or by using one of our paying-in machines, the cash will be credited to your account, available for you to withdraw and treated as cleared for interest calculation purposes (if applicable) as described in clauses 19.2 and 19.3 (as applicable). Please see clause 21 for the treatment of cheques.

**19.5.** Other banks may allow you to pay in cash through their branches to your HSBC account(s). You may be charged for this service. The cash will clear through an external clearing system called BACS and will appear in the balance of your account three working days later. The cash is treated as cleared for interest calculation purposes (if applicable) two working days after it has been paid in at the other bank.

## **20. Cash withdrawals and cash payments in – Basic Bank Accounts**

Basic Bank Account customers are able to use their card and PIN at all Post Office® branches in England, Wales, Scotland and Northern Ireland, but not in the Channel Islands or Isle of Man, to pay in and withdraw cash from their Basic Bank Account. Cash payments in will be reflected in your account balance immediately after we have received the cash from the Post Office. Basic Bank Account customers must have a PIN, see General Terms clause 8.2, to be able to use their card at Post Office® branches.

## **21. Cheques**

### **21.1. Cheques you issue**

**21.1.1.** When you issue a cheque on your account, the amount will normally be deducted from your account two working days after the recipient pays it into their account, e.g. the amount of a cheque paid in on a Monday will normally be deducted from your account on that Wednesday. More time may be needed for a cheque paid into a building society account or any bank outside England or Wales or any account held at a non-clearing bank. However:

- if a cheque you issue is paid in at the counter of your branch, e.g. to pay a bill or is paid in there by the recipient, the amount will be deducted from your account on the same day;

- if you cash a cheque you issue at any of our branches, the amount will be deducted from your account on the same day;

- if you issue a cheque which is ‘specially presented’ (please see clause 21.3 for details of what “special presentation” is), the amount will be deducted from your account on the day it is received by us. This is likely to be on the working day after the day it was paid in by the recipient, but could be on the day it is paid in. If you ask us to specially present a cheque you will need to complete a Declaration Form;

- if you issue a cheque on your Foreign Currency/ International Personal Current Account, the time taken for the amount to be deducted from your account will depend on when it is paid in, the currency of your account, and the country in which the recipient’s account is based.

**21.1.2.** You can instruct us to stop or cancel a cheque as long as:

- it has not been guaranteed by your cheque guarantee card; and
- we receive the request to stop it before 1.30pm on the day the cheque is presented for payment.

**21.1.3.** You must only write cheques in the currency of your account.

**21.1.4.** If a cheque is lost or stolen, or if you think someone has signed one of your cheques without your permission, you must call us immediately.

**21.1.5.** Cheque books remain our property at all times. They must be returned when you close your account or if we ask for their return.

### **21.1.6. When writing a cheque:**

- you must take all reasonable precautions to prevent anyone else altering it or making a forgery. This includes (but is not limited to) using black ink which cannot be erased, never leaving a gap between words or figures and never signing a cheque before you use it;

- which you then post, clearly write the name of the person you are paying the cheque to and also put extra information about them on the front of the cheque. For example, Inland Revenue, account J Jones or AAA Bank, account J Jones;

- you must not write a future date on it as it may not prevent the payee from paying it into their bank before that date.

**21.1.7.** Our cheques have the words “A/C PAYEE” printed across them which means they can only be paid into the bank account of the person/organisation named on the cheque. If you want to write a cheque that can be paid into the bank account of someone other than the person

you name on the cheque you must put a line through the words "A/C PAYEE" on the cheque and sign your name (not your initials) alongside the alteration.

**21.1.8.** You must sign all alterations to cheques you issue.

**21.1.9.** If you want to cash a cheque at a branch or bank other than your own you must produce both a debit card that can be used to guarantee cheques, your cheque book and such identification evidence as may be requested from you.

**21.1.10.** We will send you a new cheque book automatically when we are aware that you only have a few cheques left in your existing cheque book to the last address we have for you. If you do not receive a new cheque book before you need one then please telephone us or, where available, complete the re-order form at the back of your cheque book.

**21.1.11.** If we receive for payment one of your cheques that is more than six months old, we may, but do not have to, pay it.

**21.1.12.** We will keep original cheques paid from your account or copies for at least six years unless we have already returned these to you. Subject to this, if there is a dispute about a cheque paid from your account, we will give you the cheque or a copy as evidence.

**21.1.13.** Banking of cheques for payment will at all times be subject to the rules and clearing processes of any cheque clearing system(s) used by us.

## **21.2. Clearing cheques**

**21.2.1.** The 'central clearing cycle' (normally three working days) is the time taken for money paid from or into your account to be deducted or added. This section applies to our normal clearing cycles for cheques drawn in sterling or in euros (other than those drawn on banks abroad) paid into branches of English, Scottish, Welsh or Northern Ireland banks in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man. For foreign cheques (as defined in clause 21.5.1), refer to clause 21.5. Payments may take longer through some financial institutions. Please also see clauses 21.3.3 to 21.3.6 below.

**21.2.2.** When you pay a cheque into your account, you will normally have to wait three working days after the day it has been paid in before you can withdraw the money unless we agree otherwise, e.g. the proceeds of a cheque paid in on a Monday will normally be available for

withdrawal on that Thursday. We may extend this time period if there are actual or potential credit or fraud prevention reasons to do so. When we refer to the day you pay a cheque into your account we mean the first day that we deal with and process the cheque. Please also see clauses 19.4 and 21.3. So, if you pay in a cheque via a self-service machine after the cut-off time displayed in branches, we will not process your cheque until the following working day.

The cheque amount will be included in your balance before you can withdraw the money.

**21.2.3.** We treat cheques as being cleared for interest calculation purposes (if applicable) two working days after they have been paid in, e.g. on Wednesday if paid in on a Monday. If you withdraw money which is not cleared for interest calculation purposes (if applicable), you may be charged interest even though your account shows a credit balance. If you pay a cheque drawn on one of our branches into that branch and your account is also held at that branch, you will normally be able to withdraw the money on the next working day. The amount of the cheque is treated as cleared for interest calculation purposes (if applicable) on the day it is paid in.

**21.2.4.** If you pay a cheque into your account by post, you will normally have to wait three working days after the day we receive it before you can withdraw the money.

**21.2.5.** You may be able to pay cheques and other items drawn on branches of banks in the UK, the Channel Islands and the Isle of Man into your account through any banks in the UK, the Channel Islands and the Isle of Man. You may be charged for this service.

## **21.3. Cheques returned unpaid and paying in cheques**

**21.3.1.** The bank on which a cheque is drawn may return it unpaid, even if we have let you withdraw the money and/or the amount on the cheque has been included in your available balance (see clause 24.5). When a cheque is returned unpaid, it will usually happen three or four working days after the cheque has been paid into your account, but it could be later (see clauses 21.3.3 to 21.3.6). When you pay in a cheque at a branch counter, you can ask us to specially present it to the bank it is drawn on. This means that we will ask the bank on which the cheque has been issued if the cheque will be paid. We will post the cheque to the bank it is drawn on and, upon receipt, they will confirm whether the cheque will be paid. Special presentation does not affect the clearing

cycle for interest calculation purposes. A charge will be deducted from your account for using our special presentation service. Please also see clause 21.1.1.

**21.3.2.** If a cheque paid into your account is returned unpaid, the amount of the cheque will be deducted from your account. If you withdraw against a cheque which is later returned unpaid, and the deduction of the amount of the unpaid cheque from your account would either make your account go overdrawn or go over an existing overdraft limit, we will treat this as an informal request for an overdraft – please see clause 3.3 of the Current Accounts Terms for further details. If you have a Bank Account Pay Monthly account, this may take you over your Buffer limit if you do not have enough funds in your account, or available credit to cover the returned cheque – see clause 15 of the Current Accounts Terms for more details. Depending on the reason given for the cheque being return unpaid, we will either ask for payment again from the bank of the person who issued it, or return it to you.

**21.3.3.** Clauses 21.3.4 and 21.3.5 apply to sterling cheques paid in at and drawn on branches of English, Scottish, Welsh or Northern Ireland banks.

**21.3.4.** If a cheque paid into your account is returned to us unpaid, we will not debit your account beyond the sixth working day after it was accepted by us unless clause 21.3.5 applies (if you pay a cheque into your account over the counter at another bank the date we accept the cheque will be when your account with us is credited with the amount of the cheque). Because we process overnight, the debit to your account could appear up to 9am on the seventh working day. For example, if you pay a cheque into your account on Monday, your account will not be debited after 9.00am on Wednesday the following week (or Friday the following week for cheques paid in at other banks' counters).

**21.3.5.** A cheque you pay in may be returned and the amount of the cheque deducted from your account more than six working days after the date we accepted it:

- where you are, or we reasonably suspect you are, knowingly involved in a fraud concerning the cheque; or
- if you have given your express consent.

**21.3.6.** Clauses 21.3.3 and 21.3.5 do not apply to cheques paid in at or drawn on branches in the Channel Islands and the Isle of Man. In such a situation, a cheque could be debited later than

six working days after you have paid it into your account. Because of this, we may require you to wait until we are certain that the cheque has been paid before you are able to draw against it.

**21.3.7.** If you want to pay in a cheque or other item that has been made payable to someone else, that person must sign it on the back. We may ask for further details before we agree to accept it. If a cheque or other item is marked on the front 'not transferable' or 'account payee', we can only accept it for the person it is made payable to. The only exception to this is a joint account. We will accept a cheque or other item made payable to any one of you. However, a cheque or other item made payable to joint names cannot be paid into a sole account.

#### **21.4. Cheque guarantee – UK, Channel Islands and Isle of Man**

**21.4.1.** Debit cards that can be used to guarantee cheques are issued at our discretion and are subject to status. We may change the cheque guarantee limit or remove the cheque guarantee facility, at our discretion, when we issue you with a replacement debit card. The cheque guarantee facility on all our cards will be removed when the Cheque Guarantee Scheme closes on 30 June 2011, and you will not be able to use your debit card(s) (including debit card(s) which display a Cheque Guarantee logo) to guarantee a cheque from this date.

**21.4.2.** If you issue a cheque in the UK, Channel Islands or Isle of Man, which is supported by a card which displays a Cheque Guarantee logo, and is issued on the account upon which the cheque is drawn, we guarantee we will pay the cheque if:

- the cheque is issued on or before 30 June 2011, and
- you have issued and dated the cheque before the expiry date on the card, and
- the amount of the cheque does not exceed the limit shown on your card, and
- the cheque is signed by you in the presence of the person to whom it is payable, and
- the signature on the card and the cheque are the same, and
- the card number is written on the back of the cheque by the person to whom it is payable. If the words "Card Number" appear on the front of the card that is the number to record. If the words "Card Number" are not printed on the front of the card then the entire 16 digit number across the centre of the card should be used, and

- the card has not been altered or defaced, and
- it is a cheque supplied by us and the six digits in the top right corner of the cheque also appear on the card, and
- the cheque is dated with the actual date of issue.

**21.4.3.** You cannot stop a cheque guaranteed by your debit card.

**21.4.4.** Only one cheque may be guaranteed in any single transaction.

**21.4.5.** If you use a cheque encashment service, the following terms apply:

- the number of guaranteed cheque encashments supported by your card is limited to one cheque per account per day, and
- the correct day square on the frequency page at the back of your cheque book must be cancelled effectively by the cashier, and
- the cheque must be delivered to the bank of the organisation or person providing the cheque encashment service no later than three working days after the date on which the cheque is received by that organisation or person.

## **21.5. Foreign cheques**

**21.5.1.** By 'foreign cheques' we mean cheques drawn in a foreign currency other than in euros (whether on a bank in the UK, Channel Islands, the Isle of Man or abroad) or cheques drawn in sterling or in euros on a bank abroad. This also includes other forms of foreign payment.

**21.5.2.** We may agree to "negotiate" a foreign cheque although we are not obliged to do so. "Negotiate" means that we will add to your account immediately the full amount or the converted amount (if the foreign cheque is in a different currency to your account) of the foreign cheque. If it is returned unpaid, we will deduct from your account either the amount we added or, if we converted the cheque into another currency, the amount reconverted at the exchange rate applicable on the date we make the deduction. Anyone who signed or endorsed the foreign cheque will also be responsible to us.

**21.5.3.** For details of how we deal with interest following negotiation of a foreign cheque, please ask us.

**21.5.4.** For a foreign cheque negotiation, we will deduct our fees when you pay it in. If it is returned we will deduct a further fee.

**21.5.5.** We may decide or agree to send a foreign cheque for "collection". This means we will either:

- send it directly to the bank on which it is drawn and credit your account once we have received payment; or
- pass it through the clearance system in the country where it needs to be presented for payment. We may appoint an agent (i.e. someone to act on our behalf) in that country (which may be an HSBC Group company) to do this for us. We will credit your account with the amount of the foreign cheque (subject to clause 21.5.9) when we or our agents have received the funds and are satisfied that they can be credited to your account. This may involve us or our agents waiting after receiving funds from the bank upon which the foreign cheque is drawn to be certain that it has been cleared and has not been returned before we credit your account.

**21.5.6.** If exchange restrictions or some other cause result in us receiving payment in a currency different from that of the cheque, we will not be responsible for any loss in exchanging the proceeds into the currency of your account.

**21.5.7.** The Uniform Rules for Collections, as published by the International Chamber of Commerce, apply to any "negotiation" or "collection" of foreign cheques or other forms of foreign payment.

**21.5.8.** You must sign the back of any foreign cheques you pay into your account. Your signature should be in the same form as your name on the front of the cheque.

**21.5.9.** For a foreign cheque "collection" we will deduct a fee from the proceeds when we receive them or, if it is not paid, we will charge a fee when we receive the unpaid cheque. Our fees will include any charges made by our agents (which may be payable whether the cheque is paid or not) and/or the bank on which the cheque is drawn.

## **21.6. Bank Drafts**

**21.6.1.** If we issue you with a foreign currency bank draft and you no longer require it, you may return it to us. We will pay the sterling equivalent into your account at our exchange rate current at the time the draft is paid into your account. We do not accept any liability for any loss you may incur. You may also return a sterling bank draft if you no longer require it. We will pay the amount of your draft into your account.

**21.6.2.** If a foreign currency or sterling bank draft is lost or stolen we agree to notify other banks of this and agree to either provide a replacement draft or refund the amount of the draft. We may require you to sign an indemnity before we provide a replacement draft or refund the amount of the draft (this means that you agree to pay to us the value of the original draft if we subsequently have to pay it). We will deduct from your account a charge for notifying other banks that the original draft has been lost or stolen and for replacing the draft. These charges will be notified to you before we notify other banks in accordance with this clause and before we replace the draft. We will also deduct from your account any charges claimed by our agents when refunding the amount of the draft.

## Part D

### 22. Joint accounts

**22.1.** Unless this conflicts with another authority given in writing on the joint account, and until any one of you cancels this authority, you authorise us to:

- pay all cheques and accept other instructions for payment (including those given to us using TBS or PIB), or to stop such payments, signed or given by any one of you, whether the account is in debit or credit, and
- deliver any item held by us in safe keeping in your joint names against the receipt of any one of you, and
- accept instructions signed or given to us by any one of you to act on behalf of you all in all other transactions with us, including providing a loan, overdraft or other facility, opening further accounts in your joint names and closing accounts in your joint names. For such purposes, instructions may be in writing or any other form we accept and may be given by any means or through any media we accept and on such terms as we may tell you.

**22.2.** We will accept such authority until it is cancelled by any one of you (unless otherwise agreed in writing) or treated by us as cancelled under clause 22.3.

**22.3.** If any one of you tells us of a dispute between any of you, we may treat this as notice of cancellation of the authority set out at clause 22.1. If we do, any further transactions, including payments by standing order or direct debit, will need the authority of you all and the use of additional services such as PIB may be suspended (this would mean that you would

have to make alternative arrangements for your regular payments to be made). We may also ask for the return of any unused cheques and cards. Until all the cards are returned, card transactions (including those carried out via self-service machines) will continue to be deducted from the joint account. We will need the authority of all of you to pay out any credit balance on the joint account or to close the joint account.

**22.4.** We may disclose to any of you any information we hold about the account(s) including historical statement information. This means that where a sole account is converted into a joint account, statement information relating to the account when it was a sole account may be made available to any of the joint account holders.

**22.5.** Unless clause 22.3 above applies, in the event of the death of any of you, the survivor(s) have authority to instruct us to pay them any credit balance and deliver to them any items held in safe keeping. This is subject to any rights which we or a third party may have in relation to the account.

**22.6.** You agree that if any one of you registers for PIB or any other banking service provided over an electronic channel which we may make available to you:

**22.6.1.** we may provide PIB or such other service in respect of your joint account even if not all of you have registered for PIB or such other service; and

**22.6.2.** you will be bound by the PIB terms and/or the terms of such other service (terms are available on request or at [www.hsbc.co.uk](http://www.hsbc.co.uk)); and

**22.6.3.** we may follow any instructions given to us in relation to your joint account by any one of you, even if any joint account mandate requires the authority of more than one of you. This clause overrides the mandates.

**22.7.** Please also see the joint account provisions in clause 21.3.7 for paying in cheques, clause 8.2.4 for using cards, clause 4.1 for using TBS, clause 23 for third party authority, clause 24 for statements, clause 33.2 for ending this framework contract and closing your account and Current Accounts Terms clause 4.2 for borrowing.

### 23. Third party authority

You can authorise another person to operate your account(s). You will need to sign a document called a third party mandate in respect of those account(s). On joint accounts, all of you must sign. You can also do this by signing a power of attorney

but you should take legal advice before doing so. If you authorise another person to operate your account then you will be responsible for their actions or omissions as if they were your own.

## 24. Statements

**24.1.** Unless you choose to view statements for any of your accounts electronically and as a result not to receive paper statements or to receive them less frequently, we will send you paper statements for each account at least every three months or, if you have not used your account for at least two years, at least annually. Please see the Savings Accounts Terms for details of when we will send statements on Flexible Saver accounts and Regular Saver accounts.

**24.2.** If one or more payments have been made from or to your account in any month and you would not normally receive a statement that month because, for example, you receive statements every three months, you can ask us to provide you with a statement for that month in the way you usually receive statements.

**24.3.** If you have a joint account we will send a statement to each of you (to different addresses if you wish) unless you ask us not to.

**24.4.** If an incorrect entry on your account is identified we will correct it. If we do this on the same day the incorrect entry was made the details may not show on your statement.

### 24.5. Balance information

**24.5.1.** We may provide you with details of:

- the balance on your account. This may include transactions that are still being processed and so may be subject to change. It may not include the amount of any overdraft you have.
- the available balance on your account. This includes the amount of cleared funds in your account together with the amount of any overdraft you have.

Please also refer to clauses 4.5 and 21. Your account and the transactions passing through it may be affected by a court order, or any order we receive from the Child Maintenance and Enforcement Commission, that is obtained, for example, against you or your account. If so, the balance may change and transactions may not be processed or may be reversed.

**24.5.2.** For payments into your account received through the BACS system (for example, salaries are normally paid using this system – the person making the payment will decide whether to make the payment in this way), standing orders into and out of your account and direct debits from your

account, we will include a shortened reference identifying the payment on the statement. If you would like to see the full reference on your statement, please ask us in any branch or via TBS.

**24.5.3.** For faster bill payments out of your account and for payments processed using the faster payments service into your account, we will include a shortened reference identifying the payment on your statement. The full reference is available at any time via TBS or in any branch. We will send you a written copy of this information if you ask us to.

**24.5.4.** For all accounts (other than Fixed Rate Saver Bonds or Money Market Accounts) you will be able to view the following information via PIB and Express Bank machines:

- incoming standing orders and bill payments (excluding faster payments); and
- incoming electronic payments such as your salary, pension payment and dividends; and
- cheque payments and direct debits due to leave your account the working day before they are due to show on your statement. You will only be able to see cheques after 6pm.

**24.5.5.** The items that are due to credit your account may be returned or recalled by the person making the payment and so may not be included in your statement. The fact that you have been able to see these items is not a guarantee they will be paid into or out of your account on the following working day and that they will appear on your statement.

## 25. Fraud prevention

**25.1.** We carry out certain checks on transactions on your account as part of our fraud prevention measures. We may contact you by post, telephone (including mobile phone), e-mail, mobile messaging or (if you are registered for PIB) secure e-message, to say there may be suspicious activity on your account, or we may leave a message to ask that you call us. If we ask you, you must contact us as soon as possible. In respect of payments made through TBS or PIB, if you do not reply to us, we will assume you have not authorised the transaction and it will not proceed. For payments made using your debit card, if you do not reply to us and we do not have any reason to believe there are any other suspicious transactions on your account, we will assume you have authorised the card payment and allow it to proceed. This will not prevent you from later disputing you authorised the transaction.

**25.2.** We, or any other member of the HSBC Group, may take whatever action we consider appropriate to meet any obligations, either in the UK or elsewhere in the world, relating to the prevention of fraud, money laundering and terrorist activity and the provision of financial and other services to persons who may be subject to sanctions. This may include, but is not limited to, investigating and intercepting payments into and out of your account(s) (particularly in the case of international transfers of funds) and investigating the source of or intended recipient of funds. It may also include making enquiries to establish whether a person is subject to sanctions. Exceptionally, this may delay the carrying out of your instructions or the receipt of cleared funds but, where possible, we will advise you of the reasons for and likely length of any delay. If we are not satisfied that a payment in or out of your account is lawful, we may refuse to deal with it.

**25.3.** Neither we nor any other member of the HSBC Group shall be responsible to you or any third party for any loss incurred as a result of us or any other member of the HSBC Group taking the actions set out in clause 25.2 above.

## **26. Responsibilities**

### **26.1. Making payments**

**26.1.1.** We will make payments based on the information we require you to provide us as set out in clause 2. If you provide us with incorrect information, we will not be responsible if the payment is not made, it is delayed or it is made incorrectly. If you ask us, we will make reasonable efforts to recover an incorrect payment.

**26.1.2.** If you provide us with extra information to that specified by us as required, we will only be responsible for making the payment based on the information we have told you we require.

**26.1.3.** For payments to another bank account, we will make sure payments are sent to the recipient's bank. It is the recipient's bank's responsibility to make sure the payment is added to the bank account of the recipient.

**26.1.4.** If you have instructed us to make a payment, we are responsible for it being made correctly unless we can prove to you, or the recipient's bank (as appropriate), that the payment was received by the recipient's bank within the timescales for executing payments set out in the table in clause 15.1 and in clauses 15.2 to 21. Where we can prove this, the recipient's bank will be responsible to the recipient for making available the payment and crediting the recipient's account as appropriate.

**26.1.5.** If a payment has been made incorrectly and we fail to prove the payment you authorised was received by the recipient's bank as required by clause 26.1.4, we will, without undue delay, refund your account with either:

- the payment; or
- in the case of an overpayment, any excess amount incorrectly deducted so you do not incur any loss, and we will also restore your account to the position it would have been in had the incorrect payment or overpayment not been made, for example, by refunding any charges or interest as appropriate. We will not do this if the circumstances giving rise to the incorrect payment transaction were due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary.

**26.1.6.** If you ask us, we will make immediate efforts to trace a payment and will tell you the outcome.

### **26.2. Refunding pre-authorised payments such as direct debits**

**26.2.1.** If you authorise a transaction and the following conditions apply:

- the exact amount of the payment is not specified when you give your authority, for example with a direct debit; and
- the amount of the payment exceeds the amount you could reasonably have expected to pay, taking into account your previous spending pattern, the Terms and all other circumstances (but not fluctuations in the exchange rate),

then, provided you ask for a refund within eight weeks (subject to your additional rights under the Direct Debit Guarantee Scheme) of the payment being charged to your account, we will refund your account with the full amount of the payment. No refund will be made if you have agreed with us for the particular payment to be made and, where appropriate, details of the payment are provided or made available to you by any means at least four weeks before the payment is made from your account.

**26.2.2.** You must provide us with any information we request which is reasonably required to allow us to verify the conditions set out in clause 26.2.1.

**26.2.3.** We will either make a refund or provide you with our reasons for refusing your request within ten working days of either receiving your request for a refund; or receiving the information referred to in clause 26.2.2.

**26.2.4.** The Direct Debit Guarantee Scheme applies, in addition to clause 26.2.1, to direct debit payments.

### **26.3. Unauthorised transactions**

You must read your statements carefully on receipt or when they are available online. To help us prevent fraud, you must tell us immediately by calling us if you do not recognise any transaction shown on your statement or if you think any payment you have authorised has been executed incorrectly. If you do not tell us promptly (at the latest within 13 months of the date the transaction was deducted from your account), you may not be entitled to have any errors corrected.

### **26.4. Liability for unauthorised transactions**

**26.4.1.** Subject to clauses 26.4.2 to 26.4.4 and 26.5, we will be responsible for any unauthorised transactions that you tell us about in accordance with clause 26.3 (if, on reasonable grounds, we suspect fraud or that you have been grossly negligent, we will investigate the transaction). Where we are responsible, we will immediately refund the amount of the unauthorised transaction and any resulting interest and charges. We will have no further liability to you.

**26.4.2.** You will be responsible for all losses if you act fraudulently or if you allowed another person to use your card or your account.

**26.4.3.** You will be responsible for all losses arising from unauthorised transactions on your account as result of:

- you acting fraudulently, or
- you intentionally or with gross negligence failing to use your card, TBS and/or PIB in accordance with the Terms (including keeping safe your card, PIN or any other security or personalised details), or
- you intentionally or with gross negligence failing to notify us in accordance with clause 9.3 of the loss or theft of any card, PIN, or other security or personalised details.

**26.4.4.** Unless you have acted fraudulently, you will not be responsible for any losses in respect of an unauthorised transaction:

- if someone uses your card before you receive it, or
- if your card has been used to purchase goods via the telephone, via the internet or mail order, or you have purchased goods and services via PIB or TBS, or

- after you have notified us of the loss or theft of your card or security details in accordance with clause 9.3, or

- if we have failed to provide the facilities we describe in clause 9.3 for you to tell us if your card or any security details have been lost or stolen.

### **26.5. Abnormal and unforeseen circumstances**

We will not be responsible to you if we fail to comply with any of the Terms:

- due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary; or
- where our failure to comply is due to our obligations under European or national law.

### **26.6. Account Aggregation**

If you use an account aggregation service, you may be liable for any fraud or mistakes that occur on your accounts as a result of using the service. An account aggregation service allows you to see, on one web page, details of the online accounts you hold with financial institutions. The service may be provided by a financial institution (with whom you hold an account) or through a website not owned by a financial institution.

### **26.7. Payments into your account**

**26.7.1.** We can only accept responsibility for payments into your account after we have received and checked them.

**26.7.2.** If you pay two or more items into your account using a paying-in slip you must take care to add these up correctly on the paying-in slip. If, when we process the payments-in, we notice that the total amount of the items is added up incorrectly on the paying-in slip and the difference is over £1, we will add the correct amount to your account. We will tell you we have done this. If the difference is £1 or less we may not carry out the correction or tell you.

**26.7.3.** If a payment is fraudulently or mistakenly paid into your account, the amount of the payment may subsequently be deducted. This may happen even if the funds are included in the balance of your account, you have used them to make a payment, have transferred or withdrawn all or part of them. If the deduction of the payment from your account would either make your account go overdrawn or go over an existing overdraft limit, we will treat this as an informal request for an overdraft – please see clause 3.3 of the Current Accounts Terms for further details.

## 26.8. Suspension of debit cards, TBS or PIB

**26.8.1.** We may, at any time, ask you to return your card to us or suspend its use, or suspend your use of TBS or PIB if we have reasonable grounds which relate to:

- the security of the card, or its suspected unauthorised or fraudulent use; or
- the security of or the suspected unauthorised or fraudulent use of TBS or PIB; or
- if we consider there is a significantly increased risk that you will be unable to repay any overdraft on your account.

**26.8.2.** We will normally give you advance notice (either in writing or by phone or in branch) if we are going to suspend your use of your card, TBS or PIB. We will tell you why we are taking this action but we will not give you notice or details of the reason for the suspension if this would compromise our reasonable security measures or if it is unlawful to do so. We may occasionally suspend your use of your card, TBS or PIB without notifying you where we have been unable to contact you in advance. We may also suspend your use of your card, TBS or PIB due to national or European legal obligations that apply to us.

**26.8.3.** We may deduct from your account the amount of any card transaction (and any charges relating to any such card transaction) despite the fact that your card may have been returned or suspended at the time we make the deduction.

**26.8.4.** You can ask us to lift any suspension of your use of your card, TBS or PIB by calling us.

## 27. Changing the Terms – general information

**27.1.** We may change interest rates and other Terms in accordance with this clause 27 and clauses 28 to 32.

**27.2.** For products or services that you have which have particular terms that are fixed, please see the Additional Conditions for information on the circumstances in which we may make changes to those terms. If there is a conflict between this clause 27 or clauses 28 to 32 and those Additional Conditions, the Additional Conditions will apply.

**27.3.** When we tell you about a change personally, we may do this by post, e-mail, secure e-message, a message on your statement, or in any other way that will be sent to you individually.

**27.4.** When we give you notice of a change in the national press, the notice will be published in three national newspapers, which will usually

be the Daily Mirror, the Daily Mail and the Daily Telegraph. For changes to interest rates, so that you can compare rates, our newspaper notices will show the old and new interest rates.

**27.5.** Information about our current interest rates is available on our website, by telephoning us and by asking a member of staff at any of our branches. When we change the interest rates on your account, we will update this information within three working days. The old rates will also be available to help you compare rates. We will update information in our literature, including our price lists (if applicable), as soon as reasonably possible.

## 28. Interest rate changes

### 28.1. Changing interest rates that apply to money you have borrowed from us

**28.1.1.** Interest rates we apply to money you borrow from us are set by us following our assessment of your ability to meet your financial commitments (which will include considering your credit history and information held about you by credit reference agencies as well as how you conduct your account once it has been opened).

**28.1.2.** If the interest rate that applies to money you have borrowed from us on your account is based on a reference rate (for example, our base rate or the Bank of England base rate) unless clause 28.1.4 applies:

- we will change your interest rate within one day of any change to the reference rate. We will not give you specific notice of these changes, but the new rate will be shown on your next statement; and
- we may change the amount by which your interest rate is set above or below the reference rate in the ways described in clause 28.1.3.

**28.1.3.** If the interest rate that applies to money you have borrowed from us on your account is not based on a reference rate, or is to cease to be based on a reference rate, unless clause 28.1.4 applies we may change it in the following ways:

- if the change is not favourable to you by telling you personally at least seven days in advance of making the change. We will also put a notice on our Rates and Charges Notices in our branches and in the national press within three working days of making the change; and
- if the change is favourable to you, by putting a notice on our Rates and Charges Notices in our branches and in the national press within three working days of making the change.

**28.1.4.** We may change the structure of the interest rates we apply from more general “product” interest rates to different interest rates for different customers based on an allocation of the risks and costs of borrowing between different customers. This means that we may change the interest rate that applies to your account based on our assessment of your ability to meet your financial commitments and it may be different to interest rates that other customers with your account have. After we have done this, we may change your rate for any applicable reason set out in clause 30, or if our assessment of your ability to meet your financial commitments or our allocation of the risks and costs of borrowing subsequently changes. If we make a change described in this clause 28.1.4, we will tell you about it in the following ways:

- if the change is not favourable to you, by telling you personally at least seven days in advance of making the change;
- if the change is favourable to you, by telling you personally within 31 days of making the change.

## **28.2. Changing interest rates that apply to money you have with us in your account**

We may change interest rates applied to money you have with us in your account in the following ways:

- 28.2.1.** if the change is favourable to you, either by, within 31 days of the change, telling you about it personally or by, within three working days of the change, putting notices in the national press and on our Rates and Charges Notices in our branches; and
- 28.2.2.** if the change is not favourable to you, by telling you about it personally at least two months in advance of making the change.

## **29. Other changes to the Terms**

**29.1.** We may make changes to the following parts of these General Terms (including introducing new charges or changes to the basis on which we charge for operating/providing product(s)/service(s)) by giving you at least two months’ advance personal notice: the introduction before section 1, section 1, clauses 42 and 47, and the wording under the headings “General Information” and “How to Complain”.

**29.2.** We may change the types of payments available on your account by giving you at least two months’ advance personal notice.

**29.3.** We may make changes to the price list that applies to your account (including introducing new charges or making changes to the basis on which

we charge for operating/providing product(s)/service(s)) in the following ways:

- 29.3.1.** for changes to interest rates that apply to money you have borrowed from us on your account, by giving notice in accordance with clause 28.1 and updating the price list as soon as reasonably possible;
- 29.3.2.** for changes to interest rates that apply to money you have with us in your account, by giving notice in accordance with clause 28.2 and updating the price list as soon as reasonably possible;
- 29.3.3.** for eligibility criteria and for overdraft information and charges (other than interest rates that apply to money you borrow from us on your account), by giving notice in the ways described in clause 29.4; and
- 29.3.4.** for any other change, by giving you at least two months’ advance personal notice.

**29.4.** We may make any other changes to the Terms (including introducing new charges or changes to the basis on which we charge for operating/providing product(s)/service(s)) in the following ways:

- 29.4.1.** if the change is unfavourable, by giving you at least 30 days’ advance personal notice; and
- 29.4.2.** for any other changes, either by, within 30 days of the change, telling you about it personally, or by, within three working days, putting notices in the national press and on our Rates and Charges Notices in our branches.

## **30. Reasons for making changes**

We may make any change to the Terms under clauses 27 to 29 for all or any of the reasons set out in this clause 30 that apply.

- If the change is favourable to you.
- Following, or in anticipation of, and to reflect a change in relevant law or regulation or to reflect a change in industry guidance or code of practice or good banking practice.
- To reflect the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar body.
- To reflect the costs or consequences of any event beyond our control that may impact our provision of accounts, services or facilities to you.
- To make the Terms clearer.
- To reflect any change in our systems and procedures, including any change arising from any reorganisation of our business as a result of it being acquired by, or by our acquiring, another bank or organisation.

- To reflect any change in the base rate, or any rate that replaces it, as set by the Bank of England or by any Bank that takes over responsibility for setting such a rate (or the equivalent rate set by the relevant country's central bank when dealing with foreign currency).
- To reflect changes or anticipated changes in costs associated with relevant technology, the costs we pay to others in respect of the product in question, inflation and/or in our costs of providing accounts, services or facilities.
- To reflect any changes or anticipated changes in money market interest rates or the cost to us of money we lend.
- To improve the services we provide.
- To reflect our internal policies on competitiveness, market share and/or the profitability of our business as a whole, where we are not acting dishonestly, for an improper purpose, in a manner which inappropriately discriminates against a particular customer or as an unreasonable financial institution would.

### **31. Other reasons for making changes to the extent the Terms do not apply for a fixed term**

To the extent the Terms do not apply for a fixed term, we may also make a change to the Terms under clauses 27 to 29 for any other valid reason that applies and that is not described in clause 30. We will always give you personal notice of any such change.

### **32. What you can do when we tell you about a change**

**32.1.** You may end this framework contract and close your account within two months of the date of any advance notice of a change we send to you in accordance with clauses 27 to 29, or, if longer, up to the date the change is due to take effect. There will be no charge for this. If you do not tell us that you want to end this framework contract, and if we do not hear from you as described in clause 32.2 before the date each change is to take effect, then you will be deemed to have accepted the change and it will take effect automatically.

**32.2.** If you do not accept a change made under clauses 27 to 31, then you must tell us before the change takes effect and we will treat this as notice from you to end this framework contract and close your account immediately in accordance with clause 33. There will be no charge for this.

### **33. Ending this framework contract and closing your account**

**33.1.** Unless clause 33.7 applies or otherwise stated in any Additional Conditions, you can end this framework contract (section 1 of the General Terms) with us at any time, by writing or phoning us, by going into your local branch or via PIB (you can only use PIB if you have two or more accounts with us (including any first direct accounts) and the balance on your account is being transferred to another account with us). You must destroy any unused cheques and all cards issued to you by cutting them into at least six pieces.

**33.2.** In relation to joint accounts, any of you may request closure and the redirection of balances and regular payments, unless there are circumstances that require us to obtain authorisation from all of you (please see clause 22 for more detail of these circumstances).

**33.3.** If this framework contract is ended in accordance with this clause 33, your account will close and, other than clause 34 and where terms/products/services are expressly stated to continue, your agreement with us, consisting of the Terms, will also end.

**33.4.** You must repay any money owed to us before we close your account. If, after account closure, we pay any cheques you have issued or card transactions you have made or incur any charges relating to these, you agree to repay us these amounts in full.

**33.5.** If you have a Fixed Rate Saver or a Money Market account, you can end this framework contract but this will not automatically close your bond/account. If you want to withdraw your deposit early please see Section 3 (Money Market Terms and Conditions) and Section 4 (Fixed Rate Saver Bond).

**33.6.** If you tell us you want to end this framework contract and close your HSBC Premier Bank Account, we will regard this as notice that you wish to end the HSBC Premier service and all related benefits will be withdrawn.

**33.7.** Except where this framework contract is ended in accordance with clause 32, you can only end this framework contract that applies to your HSBC Advance Bank Account, HSBC Advance (Graduate) Bank Account or HSBC Passport Bank Account if you give us one month's notice (and pay the usual account fee for that month, which we will deduct from your account before we close it). If you do so, we will also treat this as notice that you want to close your entire HSBC Advance, HSBC Advance (Graduate) or HSBC Passport service.

If you give us notice that you want to end this framework contract within the initial 12 month term, we will also treat this as notice to end your current account banking relationship with us and you will not be able to have another current account with us for the next six months. However, if you have not used any of the benefits of HSBC Advance (excluding preferential credit interest) or HSBC Advance (Graduate) (excluding the overdraft benefits) then you will not be required to end your current account banking relationship with us.

If you tell us you want to end this framework contract that applies to your HSBC Advance, HSBC Advance (Graduate) or HSBC Passport Bank Account after the initial 12 month term has expired, this will also be notification that you want to close the entire HSBC Advance/HSBC Advance (Graduate)/HSBC Passport service and all benefits that are provided to you as part of such service will be withdrawn.

**33.8.** We can end this framework contract with you and close your account immediately in the following situations:

**33.8.1.** if you have significantly broken any of the Terms; or

**33.8.2.** there has been or we suspect there has been fraud involving any of your accounts with us or any transactions on any of your accounts; or

**33.8.3.** if there has been or we suspect there has been suspicious activity on your account; or

**33.8.4.** if we have reasonable grounds for believing you have committed or are about to commit a crime in connection with your account; or

**33.8.5.** if you have not satisfied any anti-money laundering requirements; or

**33.8.6.** if we have demanded that you repay an overdrawn balance on your account to us and you fail to do so.

**33.9.** We will give you notice in writing immediately after your account has been closed under clause 33.8.

**33.10.** We may end this framework contract and close your account for any other reason by giving you at least two months' written notice. This does not apply to any account you have with us during a fixed term, for example HSBC Advance, HSBC Advance (Graduate) or HSBC Passport Bank Accounts, which have an initial 12 month fixed term.

**33.11.** If we close your account we will repay any credit balance to you. You must destroy any unused cheques and all cards we have issued to you by cutting them into at least six pieces.

**33.12.** In the event of the death of a sole account holder, we may require a grant of probate or grant of representation issued by the authorities where your account is based (including in the Channel Islands or the Isle of Man) before releasing any monies in your account to your personal representatives.

## Section 2 – General

Section 2 contains terms of general application, including terms relating to how we will use your information, our right of set-off, transferring your account and transferring our rights and obligations.

### 34. Your Information

**34.1.** This section explains how we will use information about you once you have applied for any of the products and services covered in this booklet together with any other products or services where we tell you this section will apply.

#### 34.2. Confidentiality

Information we hold about you will not be disclosed to anyone (including other members of the HSBC Group), other than:

- where we are legally required to disclose;
- where we have a public duty to disclose;
- where our legitimate business purposes require disclosure,
- where the disclosure is made with your consent; or
- as set out in the terms below.

#### 34.3. General use and sharing of your information

**34.3.1.** The HSBC Group may collect, use and share relevant information about you, your transactions, your use of our products and services, and your relationships with the HSBC Group:

- to process applications you make;
- to supply you with products and services you request; and
- for credit assessment, customer service, market research, behavioural scoring, product analysis, insurance, audit and administrative purposes.

This may include information provided by you or someone acting on your behalf. Where appropriate (for example if you have relationships

with other members of the HSBC Group in other countries) this information may be shared with the HSBC Group outside of the UK.

**34.3.2.** We may use other members of the HSBC Group and/or third parties to provide services on our behalf which may include the processing of information about you.

**34.3.3.** Whether it is processed in the UK or overseas, in accordance with data protection legislation, your information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

#### **34.4. Credit reference agencies**

**34.4.1.** We may share information with credit reference agencies to verify your identity and suitability for an account, using information from the Electoral Register and other public sources.

**34.4.2.** If you apply for a current account or credit, we may use details of your credit history to assess your ability to meet your financial commitments. The credit reference agencies will record details which will form part of your credit history whether or not you proceed with your application. If you make several applications within a short period of time this may temporarily affect your ability to obtain credit. Where you have agreed, we may share details of how you manage any current accounts or borrowing from us with credit reference agencies.

**34.4.3.** If we make demand for repayment following default and you fail to repay the full amount due or to make and keep to acceptable proposals for repayment within 28 days we may (in the absence of any genuine dispute about the amount owed) register the default with the credit reference agencies. This may affect your ability to obtain further credit.

**34.4.4.** If you make a joint application for a current account or credit, an association linking your financial records with those of your fellow applicant(s) will be created by the credit reference agencies. The credit history of your 'associates' may be taken into consideration in any future application for credit. The association will continue to link your credit histories unless and until you successfully file a 'notice of disassociation' with the credit reference agencies.

#### **34.5. Crime Prevention and Debt Recovery**

**34.5.1.** To recover debt, prevent crime, verify your identity and meet our legal obligations, we may exchange information (both within the UK and, where appropriate, overseas) with other members

of the HSBC Group and, where appropriate, with credit reference, debt recovery, fraud prevention and law enforcement agencies, and other relevant organisations including other lenders.

**34.5.2.** Your information may be processed for the purposes of complying with applicable laws including anti-money laundering and anti-terrorism laws and regulations and fighting crime and terrorism. This may require the disclosure of information to UK or overseas governmental or regulatory authorities or to any other person we reasonably think necessary for these purposes.

**34.5.3.** If you give us false or inaccurate information and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

#### **34.6. Further information on credit scoring, credit reference and fraud prevention agencies**

Further details on credit scoring and explaining how information held by credit reference agencies and fraud prevention agencies may be used is set out in a leaflet entitled "Credit Scoring, Credit Reference and Fraud Prevention Agencies" available on our website [www.hsbc.co.uk](http://www.hsbc.co.uk) or can be requested from branches or by phoning 0800 587 7008 (textphone 18001 0800 028 3516). Please call this number if you require details of the credit reference and fraud prevention agencies we use. Lines are open 9am to 5pm Monday to Friday.

#### **34.7. Information about products, services and promotions and market research**

If you agree, the HSBC Group may use and share relevant information about you, your transactions and your relationships with the HSBC Group to give you information about products, services (including mortgages) and promotions available from members of the HSBC Group and selected third parties which may interest you by post, telephone, electronic and other means.

**We will ask you whether you are happy for us to contact you about such products and services when you open an account. If you change your mind at any time please let us know.**

The HSBC Group may share relevant information about you, your transactions and your relationships with third party research agencies who may invite you (by post, telephone, electronic and other means) to take part in market research activities for the HSBC Group.

**If you do not wish to be contacted for market research purposes please let us know.**

The HSBC Group may also exchange, analyse and use relevant information about you in the way described above to ensure that promotional content displayed to you on screen when you log on to HSBC Group websites is more likely to be relevant and of interest. If you do not want us to use what we know about you to decide what we display to you on our websites, please let us know. Further information is available on our privacy statement at our website [www.hsbc.co.uk](http://www.hsbc.co.uk).

### **34.8. Miscellaneous**

**34.8.1.** Under data protection legislation, you can make a written request for a copy of certain personal records we hold about you. The current fee is £10.00 per request from each individual.

**34.8.2.** To ensure that we carry out your instructions accurately, to help us to improve our service and in the interests of security, we may monitor and/or record your communications with us including telephone calls and conversations we have with you in our branches. Any recordings remain our sole property.

**34.8.3.** We may make and retain copies of passports, driving licences or other identification evidence that you provide.

**34.8.4.** We will obtain your written consent before providing a banker's reference about you, however, if we receive a request from another financial services institution we will provide information required to verify your identity for money laundering prevention purposes.

**34.8.5.** We may share information about you with any third party:

- o to whom we transfer, or may transfer, any of our rights and obligations under the Terms; or
- o in connection with the sale, acquisition or restructure of any member of the HSBC Group provided that the third party uses such information for the same purposes for which it was supplied to us or used by us.

### **35. Unclaimed Assets Scheme**

**35.1.** This section does not apply to customers who are under the age of 18, Money Market Accounts or Foreign Currency/International Personal Accounts, or accounts held in Jersey, Guernsey and the Isle of Man.

**35.2.** We participate in the unclaimed assets scheme set up by the Government.

**35.3.** If you have an account with us and there has been no activity from you for at least the last 15 years, or if we have closed your account in accordance with clause 33 of these terms

and have not been able to repay your funds to you for at least 15 years after we have closed the account, we will transfer your balance to the fund proposed to be set up by the Government ("reclaim fund"). This fund has not yet been set up by the government but as soon as it is we will start making transfers.

**35.4.** Upon transfer of the money to the reclaim fund we will close your account in accordance with clause 33 of these terms (unless it has already been closed).

**35.5.** You still have the right to your money and you should ask for information about having your money repaid to you. We will give you at least 30 days' notice before we transfer any of your money to the reclaim fund.

### **36. Tax on credit interest (not applicable to all accounts)**

**36.1.** We will pay you interest after deduction of tax at the basic rate of income tax. If you are a higher rate tax payer you may have to pay higher rate income tax on your interest. However, if you are resident and ordinarily resident in the UK you will receive interest gross (without deduction of tax), if you are eligible and provide us with a completed form headed R85 or complete the appropriate R85 form online within PIB.

**36.2.** For joint accounts, if all parties are not eligible to receive interest gross, we can pay the interest part gross and part net if we hold a valid form R85 for the party who is eligible, except for Foreign Currency/International Personal Accounts, when we cannot pay the interest part gross and part net.

**36.3.** In the UK, if we pay interest with tax deducted in the current tax year before we process the completed form R85, the tax will be refunded directly to the account from either the beginning of the tax year i.e. 6 April or when the last section 975 certificate of tax deducted was issued, whichever is the later. This does not apply to Foreign Currency/International Personal Accounts when you will need to contact HM Revenue and Customs for any refund.

**36.4.** In respect of accounts held by HSBC Premier customers and Money Market accounts, if all persons for whose benefit the account is held are not ordinarily resident in the UK, they will receive their interest gross provided they are eligible and an HSBC form headed R105 is completed, signed and returned to us. Any interest paid before we are able to process an R105 will be paid after deduction of tax at the applicable rate.

**36.5.** If you ask us to divert interest payments from a particular account to another account either in your name or another person's name, then we will deduct the applicable rate of tax (if any) relevant to the account on which the interest arises before the interest is diverted.

**36.6.** Interest will be paid gross on deposits in Money Market/Foreign Currency Fixed Deposit Accounts/International Personal Fixed Term Deposit Accounts and Fixed Rate Saver Bonds of £50,000 or more which are fixed for less than five years, irrespective of your tax status and you will be responsible for the payment of any tax which may be due. Please note that early withdrawal of or additions to such deposits are prohibited, and where we agree to fix these deposits for a term of five years, the deposit will mature on the working day before the fifth anniversary.

**36.7.** In respect of accounts held at branches in Jersey, Guernsey and the Isle of Man only, all interest is paid gross except to residents of the European Union. In respect of residents of the European Union, from 1 July 2005, we will pay you interest that has arisen on or after 1 July 2005 on the following accounts after deduction of retention tax at the applicable rate if our records show that you are resident in an EU member state:

- all credit interest bearing current accounts
- all savings accounts
- Fixed Rate Saver Bonds
- Money Market Accounts
- all deposits.

Please advise us in writing if you would prefer us to pay you interest on all of the above mentioned accounts that you may have with us gross and report certain details about you, your account and interest that has accrued to the relevant tax authority in Jersey, Guernsey or the Isle of Man depending on where your account(s) are held. They in turn will pass this information to the tax authorities in the EU country where you reside.

If you have a joint account and only one of you resides in an EU member state then we will usually pay half of the interest gross and half of the interest after deduction of retention tax unless we advise you otherwise, as each individual account party has separate rights.

We will not pay interest subject to the deduction of a tax called retention tax if you provide us with a tax certificate drawn up in your name from the appropriate tax authority in the EU member state where you reside.

## **37. Bankruptcy – For accounts held in the UK**

**37.1.** For accounts held in the UK only. In the event that a petition for a bankruptcy order is presented against you then you agree that we may:

- suspend or stop your ability to make payments via PIB and TBS;
- ask you to return any debit cards and cheque books you have;
- refuse to act on any instructions given by you or anyone else to make any payment(s) out of your account unless you have previously obtained an appropriate order from the Court; and/or
- set up a separate account(s) in your name to which any of your future payments in will be credited.

In the Channel Islands and the Isle of Man, local legislation will apply.

**37.2.** If we are notified that any other court order or arrangement has been entered into in relation to your account which requires authority to be obtained from a third party before we act on instructions to make payments from your account, you agree that we may take any of the actions set out in the first three bullet points in clause 37.1 above until we receive appropriate authority from the relevant third party.

## **38. Our right of “set-off”**

If any accounts you hold with us are in credit, we may use any of them to reduce or repay any amounts you owe on other accounts you hold with us anywhere in the same name (including any card accounts and any joint accounts) whether or not those accounts are in the same currency. If we decide to do so:

- we will tell you why and when it has been done; and
- in doing so, we may (and you irrevocably authorise us to):
  - bring to an end any fixed deposit period applying to any of the accounts you hold with us and adjust any interest payable by us;
  - convert to sterling at the prevailing market rate of exchange any balance that is in a currency other than sterling; and in doing so we will have no liability to you.

Nothing in this clause will prevent us from exercising at any time any other right of set-off or of combination of accounts to reduce or repay any amounts you owe us.

### 39. Cancellation of your account

For a period of 14 days after the date we open your account (excluding Fixed Rate Saver Bonds and Fixed Term Money Market Accounts), you have the right to cancel your agreement with us by closing your account. You can do this by writing to us at PO Box 757, Hemel Hempstead, HP2 4SS, or via PIB. We will give you all your money back together with any interest it has earned. For HSBC Advance and HSBC Advance (Graduate), please see clause 14.3.2 of the Current Accounts Terms. For HSBC Passport, please see clause 14.5 of the Current Accounts Terms. We will ignore any additional charges and any notice period that applies to your account. For applications completed by telephone, the cancellation period will start from the date you receive the terms and conditions in the post.

### 40. Transferring your account

We may transfer you from your existing account(s) to other account(s) we believe are appropriate for you if your existing account(s) are no longer going to be sold by us, or if we introduce new eligibility criteria or change any existing eligibility criteria for such account(s) and you do not meet this. We will give you at least 2 months' notice of this. You can close your account within 60 days of it being converted without charge.

### 41. Changing our banking hours and practice

We may change our banking hours, banking practices, availability of branches and similar matters by giving you notice in our branches or in the national press or by post (which includes statement messages and secure e-messages). If we plan to close or move your branch, we will give you at least twelve weeks' notice by post. We will tell you how we will continue to provide banking services to you.

### 42. Contacting you

**42.1.** You agree that we may use any contact details you have provided to us, including your postal address, telephone number(s) (including your mobile telephone number) and e-mail address to contact you for service or operational reasons. These include telling you about changes to the Terms, including interest rates, that apply to your account(s) and generally communicating with you about the day-to-day running of your account(s), products and services. If you are registered for PIB you agree that we may also contact you using our secure e-message service

within PIB for these purposes. You must ensure that the contact details you provide are accurate and that you notify us promptly of any changes. Remember, communications may contain confidential information and if anyone else has access to your e-mail inbox or mobile telephone messages for example they may be able to see this. If you would prefer that we do not contact you for service or operational reasons by e-mail, mobile message or secure e-message please let us know. Whilst we will try to use your preferred channels wherever possible, you may continue to receive important service messages via these channels, for example, when we need to contact you urgently.

We will also use secure e-messages to contact you in respect of any accounts you hold that are managed solely online. Where we hold alternative postal address(es) for you, we may send mail to your home address if it is returned from, or you do not respond to, mail sent to your correspondence address.

**42.2.** We may record telephone numbers (including mobile telephone numbers) from which you contact us from time to time. In limited circumstances, we may use these telephone numbers to contact you if we are unable to contact you via telephone numbers you have provided to us.

### 43. Inactive accounts

We will mark any current account as dormant if it has been inactive for at least six months, and we will mark any other account covered by these terms, other than a fixed term account, if it has been inactive for at least one year to protect both you and us. If you ask us, we will tell you how you can access your account either directly or via the British Bankers' Association, the Building Societies Association or National Savings and Investments dormant account scheme. If you have money in a dormant account, it will remain your property (or if you die it will form part of your estate).

### 44. Transferring rights and obligations

We may transfer all or any of our rights in relation to your account. We may also transfer any of our obligations but only to someone we reasonably consider capable of performing them and who is authorised or recognised by the FSA as being entitled to accept deposits. This includes us appointing another HSBC Group company as our agent (i.e. to act on our behalf) for debt recovery purposes. You may not transfer any of your rights or obligations in relation to your account or transfer or assign any account or deposit.

## 45. Not enforcing the Terms

We may occasionally allow you extra time to comply with your obligations or decide not to exercise some of our rights. However, we can still insist on the strict application of these terms later on.

## 46. Your statutory rights

Nothing in the Terms will reduce your statutory rights including your rights relating to misdescribed accounts or services, the fairness of terms on which they are provided to you, any rights you may have to close your account and/or claim compensation. For further information about your statutory rights contact your local authority Trading Standards Department, the Office of Fair Trading or the Citizens Advice Bureau.

## 47. Governing law and language

For accounts held in the UK, the Terms are governed by the laws of England and Wales as are our dealings with you until the time your account is opened. For accounts held in the Channel Islands and Isle of Man, the local law of the island where your accounts are held will apply. Alderney and Sark are governed by the laws of the Bailiwick of Guernsey. You and we submit to the non-exclusive jurisdiction of the courts of England and Wales, or the Isle of Man, Jersey or Guernsey as appropriate.

The Terms are in English and all communications we send to you will be in English.

# Section 3 – Money Market Terms and Conditions

## A. Sterling Money Market Deposits Terms

The following terms and conditions apply to our sterling Money Market deposits. If any other Terms conflict with these terms and conditions, then these terms will apply.

1. For as long as you have your Money Market account with us, you must also have a sterling current or savings account (apart from ISAs and PEPs) with us. For joint deposits, all of you must hold an account with us, either jointly or each in your own name.
2. You can open Fixed deposits (deposits for a fixed term), Notice deposits (deposits from which you can only make withdrawals by giving us notice; the amount of notice depends on the type of deposit you have and will be notified to you in the acknowledgement you are sent when

your deposit is opened) and Call deposits (instant access deposits). The minimum deposit we will accept is as follows:

- Fixed deposits with a term that is less than seven days – £250,000.
- Fixed deposits with a term of seven days and over – £50,000.
- Call and Notice deposits – £50,000.

We may waive these requirements and accept deposits for less than the above minimum amounts.

3. You may give us instructions in relation to your Money Market account by calling us on 08456 060 600, or by writing to us at HSBC Bank plc, Global Markets Money Market, 8th Floor, Norwich House, Southampton, SO15 1GX.

4. We can act on instructions from you or on your behalf (or from any of you for joint deposits) immediately. For joint deposits, each of you gives us your permission (unless it says otherwise in these Terms) to accept instructions from any one of you.

5. When you open your Money Market account you must nominate another account with us in the same name (or names) as your Money Market account that will be linked to your Money Market Account for capital withdrawals and deposits (the “**Nominated Capital Account**”). You can change the Nominated Capital Account to any other account you hold with us in the same name (or names) as your Money Market account at any time during the term of your Money Market account but you must maintain a Nominated Capital Account for the duration of your Money Market Account.

6. You may set up standing orders and automatic transfers from your Nominated Capital Account to add to your Call and Notice deposits. You can also set up standing orders and automatic transfers from your Call deposit to your Nominated Capital Account. Otherwise, you may only make internal transfers to and from your Nominated Capital Account, and we will only repay your deposit into your Nominated Capital Account.

7. We will only accept cleared funds (in other words, money that is available on your account) as a deposit. Please see Section 1, Parts B and C of the General Terms for details of how we deal with money paid into current and savings accounts and when it is available (cleared).

8. Where we do not pay interest into your Money Market account, we will pay interest into another account which is held with us in the same name

(or names) as your Money Market account (the “**Nominated Interest Account**”). Your Nominated Interest Account will be the same account as your Nominated Capital Account unless you tell us that you would like it to be a different account held with us in the same name (or names) as your Money Market account.

**9.** We will only repay joint deposits and any interest earned into a bank account, or bank accounts, held with us in different names if all of you give us your permission in writing. If we become aware of any disagreement between joint account holders, we will always repay the deposit and interest earned into the account from which the deposit was taken (or if you have made multiple deposits, from the account the first deposit was taken), unless we receive instructions in writing from all joint account holders telling us otherwise.

**10.** For Notice and Fixed deposits, if you die, we will repay your deposit to your personal representative (or representatives) at the end of the fixed or notice period. For Call deposits, we will repay your deposit when your personal representative (or representatives) asks us to do so. If you live in the Channel Islands or the Isle of Man your personal representative (or representatives) may need a Grant of Probate or Grant of Representation, issued by the authorities on the island where your account is based, before we can release any money to your personal representative (or representatives). If the deposit was made in joint names, we will repay it to any surviving account holders or to the personal representative (or representatives) of the last surviving account holder.

**11.** If you (or any of you for a joint deposit) owe money on any other account you hold with us, for example on a current or loan account, at the time when repayment is due or when you want to make a withdrawal from your Money Market account, we may use the money in your Money Market account and any interest that is payable in respect of your Money Market account to repay or reduce the money you owe us. We may also use that money if you (or any of you for a joint deposit) have a contingent liability to us (a liability that you may have in the future), for example, if you have guaranteed someone else’s debt. We will not take this action if we are aware that you made the deposit in a different role, for example, as a trustee for someone else.

**12. The following terms and conditions apply to Notice and Call deposits.**

**12.1.** There are no limits on the amount of any additional deposit or withdrawal, but we may close your Money Market account if you make a withdrawal and this reduces the balance to less than £50,000.

**12.2.** You can give us notice that you want to withdraw all or part of your deposit at any time after seven days from the date you make a Notice deposit. This does not apply to Call deposits as you do not need to give notice to withdraw any of your deposit.

**12.3.** If you withdraw all or part of your Notice deposit without giving us any or enough notice we will charge you a fee of £60, unless your framework contract and your account are closed in accordance with clause 32 of the General Terms. We can change this fee for new deposits. Existing deposits will not be affected.

**12.4.** If you tell us within 14 days of making your first Notice or Call deposit that you are not happy about your choice, we will help you to switch accounts or we will repay your deposit into your Nominated Capital Account, with interest at the rates that apply to your deposit into your Nominated Interest Account. If you applied for your Notice or Call deposit by phone or post, this 14 day period will start from the date you receive the terms and conditions by post, e-mail or secure e-message. We will ignore any notice period and any other charges. You can tell us you want to close your account by:

- calling us or writing to us at the details given in clause 3 of these Sterling Money Market Deposit Terms;
- telling your branch in writing, by phone or in person; or
- using PIB.

**12.5.** After this 14 day period has ended, if you want to close or switch your Call or Notice deposit, you must tell us in any of the ways described in clause 12.4 of these Sterling Money Market Deposit Terms. For joint deposits, any of you may give notice to close or switch your Call or Notice deposit, unless it says otherwise in the Terms (for example, if we are aware of a dispute between any of you). If you have a Notice account, to close your account you must give the same amount of notice as required for any withdrawals. We will repay your deposit into your Nominated Capital Account and any interest earned into your Nominated Interest Account.

**12.6.** If you want to close your framework contract other than in the circumstances described in clause 32 of the General Terms,

you must tell us in any of the ways described in clause 12.4 of these Sterling Money Market Deposit Terms. If you have a Call deposit, we will automatically repay your deposit in full into your Nominated Capital Account and any interest earned in full into your Nominated Interest Account when the framework contract is ended. If you have a Notice deposit, we will repay your deposit in full into your Nominated Capital Account and any interest earned in full into your Nominated Interest Account after the expiry of the normal notice period that applies to withdrawals. You will earn interest on your deposit until it is repaid.

**12.7.** Call deposits can be standard deposits, monthly deposits or daily interest deposits. Notice deposits can be standard deposits or monthly interest deposits. We work out the interest each day on the cleared (available) balance.

**12.8.** For standard deposits, we calculate interest: up to the end of each June and December (we will pay this interest to you on 1 July and 1 January respectively each year); and up to when we repay the deposit in full to you (we will pay this interest when we repay the deposit).

**12.9.** For monthly interest deposits, we calculate interest: up to the day before the monthly anniversary of you making your deposit (we pay this interest to you on the monthly anniversary of you making your deposit); and up to when we repay the deposit in full to you (we will pay this interest when we repay the deposit).

**12.10.** For daily interest deposits, we calculate interest each day and pay this interest to you on the following day.

**12.11.** We will pay interest into your Money Market account unless:

**12.11.1.** you (or any of you for a joint deposit) ask us to pay your interest into your Nominated Interest Account; or

**12.11.2.** we are repaying your deposit in full, in which case we will pay interest into your Nominated Interest Account.

**12.12.** We will send you a statement for each deposit at least bi-annually. If you have a joint account and all joint account holders live at the same address, we will send one statement to all account holders at that address. If joint account holders live at different addresses, if you ask us to we will send you a statement to each address at which an account holder lives.

**12.13.** The interest rates for Call and Notice deposits are variable interest rates which

can change from day to day (e.g., to reflect movements in the money markets).

**12.14.** You can find out the current interest rate by contacting your local branch or phoning our Global Markets Money Market office on 08456 060 600. If you use your own textphone and would like details of services we offer to customers with disabilities, please call 08457 125 563 in the UK or +44 1792 494394 from outside the UK.

### **13. The following terms and conditions apply to Fixed deposits only.**

**13.1.** The interest rate you receive is fixed for the term of the deposit and your interest is worked out every day. We will send you an acknowledgement for each deposit you make.

**13.2.** For Money Market accounts with a fixed term, we will pay the interest into your Nominated Interest Account. Interest will be paid as follows:

**13.2.1.** if the Fixed deposit is for six months or more, you can ask us to pay interest each month. We will pay interest on the same day of the month as you made the deposit.

**13.2.2.** if the Fixed deposit is for 12 months or less and you have not asked us to pay interest in accordance with clause 13.2.1, we will pay you interest when we repay your deposit.

**13.2.3.** if the Fixed deposit is for more than 12 months and you have not asked us to pay interest in accordance with clause 13.2.1, we will pay you interest on each anniversary of the deposit and when we repay your deposit.

**13.3.** We will pay interest gross (in other words, without tax) on deposits of £50,000 or more, which are fixed for less than five years. You will be responsible for paying any tax that is due. Please note that you cannot add to these deposits and you cannot withdraw your money early. For more details, please see clause 36 of the General Terms.

**13.4.** We will send you a statement for each deposit at least once a year. If you have a joint account and all joint account holders live at the same address, we will send one statement to all account holders at that address. If joint account holders live at different addresses, if you ask us to we will send you a statement to each address at which an account holder lives.

**13.5.** You should not make Fixed deposits if you need some or all of your money before the end of the fixed term.

**13.6.** There is no cancellation period for Fixed deposits.

**13.7.** You may not make additional deposits into your Fixed deposit. You may not withdraw part of your Fixed deposit during the term of the deposit. If your Fixed deposit is for £50,000 or more, you also may not withdraw it in full before the end of the term. If your Fixed deposit is for less than £50,000, you may withdraw it in full before the end of the term, but if you do we will charge you a fee of £100. We can change this fee for new and renewed deposits – existing deposits will not be affected.

**13.8.** If you want to close your framework contract other than in the circumstances described in clause 32 of the General Terms, you must tell us in any of the ways described in clause 12.4 of these Sterling Money Market Deposit Terms. If you do this, we will repay your deposit at the end of the Fixed term, unless your deposit is for less than £50,000 and you tell us that you want to withdraw it in full before the end of the fixed term (if you do this, the fee described in clause 13.7 of these Sterling Money Market Deposit Terms will still be payable).

**13.9.** Before your deposit comes to an end (matures), we need to know what you want to do when it does mature. You can give us your instructions when you make the deposit or by phone or in writing at any time before your Fixed deposit matures (please see clause 3 of these Sterling Money Market Deposit Terms for details of the phone number and address). You can instruct us to:

- repay your deposit into your Nominated Capital Account and your interest you have earned into your Nominated Interest Account;
- pay the deposit into a new Fixed deposit, the new terms of which we agree with you;
- renew your Fixed deposit for the same term that applies to your Fixed deposit at the interest rate and on our Fixed deposit terms that apply when your Fixed deposit matures; or
- set up an automatic rollover so that, until you tell us otherwise, we will renew your deposit for the same term, at the interest rate and on our Fixed deposit terms that apply each time it matures.

**13.10.** If you have not given us any instructions, we will renew your deposit for the same term at the interest rate and on our Fixed deposit terms that apply when your Fixed deposit matures, until you tell us otherwise. This does not apply to money on overnight deposit, which we will repay into your Nominated Capital Account and Nominated Interest Account, as applicable.

**13.11.** If your Fixed deposit is renewed when it matures, we will send you an acknowledgement confirming the terms (including the interest rate) that apply to your new Fixed deposit.

**13.12.** Any changes we make to our Terms during the fixed term of any Fixed deposit you have will not affect that deposit. On renewal of a Fixed deposit, the latest Terms will apply.

## **B. International Fixed Deposit Account Terms**

The following terms and conditions apply to our fixed international Money Market deposits (these are our Foreign Currency Fixed Deposit Accounts and our International Personal Fixed Term Deposit Accounts, together known as International Fixed Deposit Accounts). If any other Terms conflict with these terms, then these terms will apply.

- 1.** Clauses 4, 7, and 9 to 11 of the Sterling Money Market Deposit Terms apply to International Fixed Deposit Accounts as they would apply to sterling Fixed deposits.
- 2.** For as long as you have your International Fixed Deposit Account with us, you must also have a current or savings account with us that is in the same currency as your International Fixed Deposit Account. For joint deposits, all of you must hold such an account with us, either jointly or each in your own name.
- 3.** You may only make deposits into your International Fixed Deposit Account from another account with us in the same currency as your International Fixed Deposit Account, and we will only repay the deposit in your International Fixed Deposit Account (including any interest earned) into another account you have with us in the same currency as your International Fixed Deposit Account.
- 4.** A minimum balance of US\$10,000 (or currency equivalent) is required to open an International Fixed Deposit Account in US or Canadian dollars, Euros, Japanese Yen or Swiss francs. A minimum balance of US\$15,000 or currency equivalent is required to open an International Fixed Deposit Account in selected other currencies.
- 5.** The interest rate you receive is fixed for the term of the deposit and will be confirmed in an acknowledgement we send you. Your interest is worked out every day and is paid at the end of the fixed term by being added to your International Fixed Deposit Account.
- 6.** We will pay interest gross (in other words, without tax) on International Fixed Deposit Accounts deposits of at least the equivalent of

£50,000 in the currency in which your International Fixed Deposit Account is held. You will be responsible for paying any tax that is due. Please note that you cannot add to these deposits and you cannot withdraw your money early. For more details, please see clause 36 of the General Terms.

**7.** Clauses 13.4 to 13.8 of the Sterling Money Market Deposit Terms apply to your International Fixed Deposit Account, except that:

**7.1.** references to £50,000 are to the equivalent of £50,000 in the currency in which your International Fixed Deposit Account is held; and

**7.2.** if you withdraw your deposit in full before the end of the term we will charge you a fee that will be a minimum of US\$ 260, or currency equivalent. We will tell you the exact fee when you request the withdrawal.

**8.** When the term of your International Fixed Deposit Account comes to an end it will automatically roll over unless you advise us otherwise at least two working days in advance of the fixed term coming to an end. We will send you an acknowledgement confirming the terms (including the interest rate) that apply to your new International Fixed Deposit Account.

**9.** Any changes we make to our Terms during the fixed term of any International Fixed Deposit Account you have will not affect that account. On renewal of an International Fixed Deposit Account, the latest Terms will apply.

## Section 4 – Fixed Rate Saver Bond (Fixed Rate Saver)

The terms and conditions in this section and in the rest of the General Terms apply to your Fixed Rate Saver. If there is any conflict between these terms and the General Terms, these terms will apply.

**1.** This product is a fixed term bond. Only one deposit can be made into the Fixed Rate Saver. No partial withdrawals of capital are allowed during the term. If you want to withdraw your deposit in full before the end of the term, we will charge you a fee of 90 days' gross interest. We may change this fee although any change will not affect any existing Fixed Rate Saver(s) you have. If your deposit is for £50,000 or more, early withdrawal is prohibited and we will pay interest gross.

**2.** You must have and keep open a current or savings account (excluding an ISA) with us in the same name as your Fixed Rate Saver for the duration of your Fixed Rate Saver.

**3.** The minimum deposit in a Fixed Rate Saver is £2,000. The maximum is usually £1 million although we may accept deposits in excess of this figure.

**4.** If you apply for a Fixed Rate Saver at any branch, by using TBS or by using PIB, the interest rate that will apply to your Fixed Rate Saver will be fixed at the time your application is completed. Please also see clause 8 of these terms. If you apply for a Fixed Rate Saver by posting an application form to us, we will apply our prevailing interest rate on the day we open your Fixed Rate Saver. This may be lower than any advertised rate you may have seen before you applied. Any interest rate that is displayed in branches, advertised in any way or quoted to you before the interest rate is fixed in the ways set out above, may be withdrawn by us at any time without giving notice.

**5.** The interest rate you receive is fixed for the term you have chosen and calculated daily on the cleared balance.

**6.** We will calculate the interest to be paid:

- on the same day in each month as the day when the Fixed Rate Saver was opened if monthly interest is requested (monthly interest cannot be requested for Fixed Rate Savers with a three month term), or

- at the end of the fixed term for Fixed Rate Savers with a three month term, and for Fixed Rate Savers with a six month term where monthly interest is not requested, or

- on each anniversary of Fixed Rate Savers with at least a 12 month term if annual interest is requested.

**7.** Interest will be paid into the account held with us from which your original deposit was taken, or, if you ask us and we agree, into another account held with us in your name.

**8.** We will only accept cleared funds to open a Fixed Rate Saver. Please see Section 1, Parts B and C of the General Terms regarding clearing credits and cheques. A cheque used as a deposit must be placed in an account held with us until it has cleared. We will then open your Fixed Rate Saver by transferring the cleared funds. You will receive the interest rate applicable on opening.

**9.** If we open a Fixed Rate Saver with a cheque that is subsequently returned unpaid, we may transfer the funds in your Fixed Rate Saver back to your current or savings account. You will be liable for the usual charges and/or interest which result on that account. No interest will be paid for the time the Fixed Rate Saver was opened.

**10.** We will accept your instructions given in writing or by telephone to transfer money from your current or savings account(s) with us into your Fixed Rate Saver, to transfer money upon the closure or maturity of your Fixed Rate Saver(s) to your current or savings account(s) with us, to renew deposits or to repay withdrawn deposits. We may act on telephone instructions from you or purporting to be from you immediately and before receipt of any written confirmations.

**11.** You cannot make additions to your initial deposit. You can open more than one Fixed Rate Saver. Each one will receive interest at the rate applicable at the time of opening.

**12.** We may withdraw the availability of our Fixed Rate Saver at any time without giving notice. Fixed Rate Savers already opened will be unaffected.

**13.** If your Fixed Rate Saver is due to mature on a day that is not a working day, it will instead mature on the next working day. Interest will accrue up to maturity.

**14.** Upon maturity, we will repay your Fixed Rate Saver deposit into the account held with us from which your original deposit was taken, or, if you ask us and we agree, into another account held with us in your name.

**15.** If you die, we will repay your deposit at the end of the fixed period to your personal representative(s). If the deposit is made in joint names, we will only make repayment to the surviving depositor(s) or the personal representative(s) of the last survivor.

**16.** The initial deposit must be made by an internal transfer and repayment to you at the end of the fixed term will also be by internal transfer.

## General Information

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 – including most individuals and small businesses – are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to £50,000. 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, the maximum amount that could be claimed would be £50,000 each (making a total of £100,000). The £50,000 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.

HSBC and **first direct** are both trading names of HSBC Bank plc and customers who hold deposits under both trading names will only be eligible for one claim of £50,000 in total.

For further information about the scheme (including the amounts covered and eligibility to claim) please refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call 020 7892 7300 or 0800 678 1100.

HSBC Bank plc is incorporated in England and Wales and is established at 8 Canada Square, London E14 5HQ which is its registered office. HSBC Bank plc is regulated by the Financial Services Authority and is registered in the Financial Services Authority Register with the registration number 114216. In the UK, HSBC Bank plc is also licensed by the Office of Fair Trading to carry on a consumer credit business, licence number 6343. HSBC Bank plc's registered VAT number is GB365684514 and its company register number is 14259.

Deposits made with our offices in the Channel Islands and the Isle of Man are not protected by the rules made under the UK's Financial Services and Markets Act 2000 for the protection of private customers, including the Financial Services Compensation Scheme and the Financial Ombudsman Service. In Jersey, HSBC Bank plc is a member of the Depositors Compensation Scheme as set out in the Banking (Depositors Compensation) (Jersey) Regulations 2009. In Guernsey, HSBC Bank plc is a participant in the Guernsey Banking Deposit Compensation Scheme established by The Banking Deposit Compensation Scheme (Bailiwick of Guernsey) Ordinance, 2008. Deposits made with our offices in the Isle of Man are protected by the Isle of Man Compensation of Depositors Regulations 2008. Full details are available from our branches in Jersey, Guernsey and the Isle of Man respectively.

In Jersey HSBC Bank plc is regulated by the Jersey Financial Services Commission for Banking, General Insurance Mediation and Investment Business and we abide by the Code of Practice for Consumer Lending. In Guernsey HSBC Bank plc is licensed by the Guernsey Financial Services Commission for Banking, Insurance, Collective Investment Schemes and Investment Business. In the Isle of Man, HSBC Bank plc is licensed by the Isle of Man Financial Supervision Commission.

## How to complain

If we do not deliver the standard of service you expect, or if you think we have made a mistake, please let us know. We will investigate the situation and, if necessary, set about putting matters right as quickly as possible. Where appropriate we will also take steps to prevent a recurrence. Please allow your local branch manager or the manager of the department concerned the first opportunity to answer your concerns and put matters right. However, if you remain dissatisfied and would like further information about our process for resolving complaints, please ask us for our explanatory leaflet 'Listening to Your Comments'. You may be able to refer your complaint to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. For accounts held in the Channel Islands or the Isle of Man you may be entitled to refer your complaint to the Financial Services Commission in Jersey or Guernsey and the Financial Services Ombudsman Scheme in the Isle of Man.

We offer many services for our disabled customers. For more information call us on 08457 404 404 (textphone 1800 108457 125 563). Lines are open 8am to 10pm every day (excluding Christmas Day, Boxing Day and New Year's Day) in the UK or 08456 006 161 (textphone 1800 108457 125 563) in the Channel Islands and Isle of Man. To help us continually improve our service and in the interests of security we may monitor and/or record your telephone calls.

# Current Accounts Terms and Conditions

(Current Accounts Terms)

Type of Account	Minimum age <sup>2</sup>	Cheque Book	Types of card	Overdraft service available	Credit Interest Paid?	Eligibility Criteria	Default Account (If eligibility not met)
Basic Bank Account	18	No	ATM Card or Debit Card <sup>3</sup>	No	No	No	
Current Account <sup>4</sup>	18	If we agree	Debit Card	If we agree <sup>1</sup>	No	No	
Bank Account	18	If we agree	Debit Card	If we agree <sup>1</sup>	No	Yes	Current Account
HSBC Advance Bank Account	18	If we agree	Debit Card	If we agree <sup>1</sup>	Yes	No	
Bank Account Pay Monthly	18	If we agree	Debit Card	If we agree <sup>1</sup>	No	Yes	None
HSBC Premier Bank Account	18	Yes	Debit Card	If we agree <sup>1</sup>	Yes	Yes	Bank Account
Appointee Bank Account	18	No	ATM card or Debit Card <sup>3</sup>	No	No	No	
International Personal Current Account/ Foreign Currency Current Account	18	Yes	None	If we agree <sup>1</sup> (minimum £25,001 currency equivalent)	No	No	
Amanah Bank Account	16	Yes	Debit Card	No	No	No	
Graduate Bank Account	18	Yes	Debit Card	If we agree <sup>1</sup>	No	Yes	Bank Account
HSBC Advance (Graduate) Bank Account <sup>4</sup>	18	Yes	Debit Card	If we agree <sup>1</sup>	Yes	Yes	Bank Account
Student Bank Account	17	Yes	Debit Card	If we agree <sup>1</sup>	Yes	Yes	Bank Account
Gap Year Bank Account	17	Yes	Debit Card	If we agree <sup>1</sup>	No	No	
International Student Bank Account <sup>4</sup>	18	Yes	Debit Card	No	No	No	
HSBC Passport Bank Account	16	No	Debit Card	No	No	No	

<sup>1</sup> Customers aged 18 and over only. Overdrafts are subject to status.

<sup>2</sup> We may vary minimum age requirements.

<sup>3</sup> Type of card at our discretion.

<sup>4</sup> No longer on sale.

These Current Accounts Terms apply to our current accounts listed in the table opposite, including joint accounts and accounts which you are authorised by the account holder to operate. The table sets out the main features of each of our current accounts.

The Current Accounts Terms also apply to our Home Management Accounts and Save and Borrow Accounts which are no longer on sale to new customers and to any other accounts that we specify. The services provided with each type of account are different so that only the relevant parts of the terms and conditions in this section apply to each of our current accounts.

The Current Accounts Terms apply in addition to our General Terms. Where these Current Accounts Terms differ from our General Terms, these terms will apply.

We would draw your attention to the following sections for specific information relating to customers of Channel Islands and Isle of Man branches: Clause 10 – Basic Bank Accounts

## 1. Eligibility

**1.1.** Eligibility criteria apply to some of our current accounts as detailed in the table. We will tell you what the eligibility criteria are (if any) when you enquire about or apply for a particular current account. You will not be able to apply if you fail to meet the eligibility criteria.

**1.2.** If you no longer meet the eligibility criteria for a particular current account once you have taken out the account then we will give you two months' personal notice (which includes telling you by post, statement message, email or secure e-message) that we will be converting your current account to the current account specified in the table.

**1.3.** We may change the eligibility criteria for any of our current accounts from time to time. If you hold the current account in question, we will give you notice of changes in accordance with clauses 27 to 31 of our General Terms. You can close your account without notice if you are not happy with the changes proposed.

**1.4.** If you have a Current Account, we will review your account every six months. If you have either met the eligibility criteria for Bank Account in five of those six months, or have paid in at least £2,500 in total over those six months, we will automatically transfer your account to Bank Account. We will give you two months' personal notice before we do this (which includes telling you by post, statement message, email or secure

e-message). You can close your account at any time without notice.

## 2. Additional benefits

**2.1.** Some of our current accounts such as Bank Account include a range of benefits on accounts, goods or services provided by us, other members of the HSBC Group or specially selected third parties. Separate terms and conditions may apply to some or all of the benefits which we will provide to you when the benefits are made available.

**2.2.** We will tell you which benefits are available when you enquire about or apply for the appropriate current account. We may later change these benefits and any applicable terms.

**2.3.** To make a claim under any insurance product(s) included with a current account, your monthly fee (if applicable) must be up to date. If it is not you will not be able to make a claim.

## 3. Borrowing from us

**3.1.** You must be 18 or over to borrow from us. All references to current accounts in this clause only relate to current accounts for customers aged 18 and over.

**3.2.** You must not borrow on a Basic Bank Account, Passport Bank Account or Amanah Bank Account. If there is at any time a debit balance on any such account, then we will be entitled to charge interest (except on an Amanah Bank Account) in accordance with clause 3.7, to charge fees in accordance with the Terms and to close your account upon two months' written notice.

**3.3.** You can request an overdraft, or an increase to an existing overdraft, on our current accounts which offer an overdraft service (please see the table at the start of the Current Accounts Terms for details). You can do this in one of two ways, either:

- by way of a formal request, that is, you ask us for and we agree to provide you with, an overdraft or an increase to an existing overdraft limit before you authorise any payments or withdrawals from your account that, if made by us, would cause your account to go overdrawn or over an existing overdraft limit; or
- by way of an informal request, that is, where you authorise a payment or withdrawal to be made from your account which, if made by us, would cause your account to go overdrawn or over an existing overdraft limit without having agreed with us in advance an overdraft or an increase in an existing overdraft limit on your account to cover such payment.

### 3.4. If we receive:

- any cheque drawn by you (including any cheque guaranteed by an appropriate card (see clause 21.4 of the General Terms) that we may be bound to honour); or
- any debit card transaction on your account; or
- any other payment or withdrawal instruction or request made by you (or by anyone with your authority) to us in any way,

that would, if honoured by us, either make your account go overdrawn or go over an existing overdraft limit, we will treat this as an informal request from you for an overdraft.

**3.5.** If we receive a formal request for an overdraft or an increase to an existing overdraft limit from you, we will consider your request and, if we agree to it, we will give you a letter setting out the terms of the overdraft. An arrangement fee may be charged if we agree to your formal request. We may agree to provide you with another overdraft at the end of the term of your facility and, if we do so, an arrangement fee may be payable.

**3.6.** If we receive an informal request for an overdraft or an increase to an existing overdraft limit from you, we will consider your request and if we agree to it, we will provide you with an overdraft or an increase to your existing overdraft to cover the item concerned for 31 days.

An arrangement fee may be charged if we agree to your informal request. You will not be charged further arrangement fee(s) provided your account does not go any further overdrawn. However, if your account goes into credit, or the overdrawn balance on your account decreases, and you then make another informal request for an overdraft and we agree to such a request, we may charge you a further arrangement fee.

If we do not agree to an informal request from you for an overdraft or an increase to an existing overdraft limit, then we will not make any payment authorised by you that would cause your account to go overdrawn or over any agreed overdraft limit. We may charge for considering and returning these informal payment requests.

If you do require an overdraft or an increase to an existing overdraft, it would be in your interests to contact us to discuss your borrowing requirements as it would probably be cheaper for you to have a formal overdraft than several informal overdrafts.

**3.7.** We may charge interest whenever your current account (excluding Amanah Bank Account) goes overdrawn, on the amount by

which it is overdrawn. We may continue to charge interest until there is a cleared credit balance on your account.

**3.8.** Before we deduct interest as set out in clause 3.7 and/or charges as set out in clause 3.6 from your account, we will give you at least 14 days' notice of how much we are going to deduct.

**3.9.** Whenever your account is overdrawn you should make regular payments into your account. You must tell us if you are unable to do this.

**3.10.** Every day, we will work out the interest you owe (if applicable) on the cleared debit balance of your account. It will be deducted from your account either monthly or quarterly (half yearly for Foreign Currency/International Personal Accounts other than those in euros, which will be deducted quarterly) and depending on the terms we have agreed with you, or if we demand that you pay any money you owe us immediately.

**3.11.** Unless we have agreed other terms with you in writing, we may at any time end or reduce your overdraft and demand in writing that you pay any money you owe us immediately.

## 4. Responsibility for borrowing

### 4.1. Accounts in your sole name

You are personally responsible for any money you owe us, whether this arises from your own actions, from the actions of someone authorised by you, or from the use of any card we have issued to you.

### 4.2. Joint accounts

**4.2.1.** All of you together and individually are responsible for any money owed to us on the joint account. We may demand repayment from all and any of you for any money owing on the account. Please also see General Terms clause 22.

**4.2.2.** Where any of you also has an account with us in your sole name, and that account has a credit balance, we can set-off these monies against any money owing to us on the joint account even if the accounts are in different currencies and/or jurisdictions. (Please also see General Terms clause 38.)

## 5. Cancellation of an overdraft facility

Once we have agreed to provide you with an overdraft facility you have the right to cancel the facility within 14 days. If you do wish to cancel you should write to us (see clause 39 of the General Terms) or telephone us. If you exercise your right to cancel you will be required to repay us the full amount drawn down under the facility. In addition you will be required to pay us interest

on the outstanding balance until it is repaid in full. Your right to cancel will end after 14 days but you are still free to end your overdraft facility at any time by paying back all amounts.

## 6. Credit Interest

We calculate interest daily on the cleared balance and pay it monthly on the current accounts detailed on page 39.

**The following terms apply to the current accounts specified in addition to the rest of the Current Accounts Terms and General Terms.**

## 7. Joint accounts

You cannot have a joint Right Track into Study Bank Account, Right Track into Work Bank Account, Student Bank Account, International Student Bank Account or Gap Year Bank Account.

## 8. Amanah Bank Account

**8.1.** Your Amanah Bank Account should only be operated in credit.

**8.2.** No credit or debit interest will apply to Amanah Bank Accounts.

**8.3.** Our Amanah Bank Account is not presently available to customers in the Channel Islands and Isle of Man.

## 9. Appointee Bank Account

You can only open and operate an Appointee Bank Account on behalf of a person who is mentally incapable. If you break any duty or obligation you owe to such person you will repay to us any losses we may suffer as a result. The balance on the account must not exceed £2,000; if it does, we may at our discretion freeze and/or close the account and/or transfer the balance to another of our accounts.

## 10. Basic Bank Account

We reserve the right to withdraw or change any services provided to Basic Bank Account customers by Post Office Limited. Post Office Limited are our agents in providing the above service to Basic Bank Account customers. They will not be able to give financial or banking advice to our customers about their account or about our business, products or services. They will not be responsible for our dealings with you and your account. Note: The Post Office® is a registered trade mark of Post Office Limited in the UK and other countries.

If you have a Basic Bank Account you will not be able to make cash withdrawals at branch counters.

## 11. Student Bank Account

If you have our Student Bank Account, when you graduate we will automatically transfer you to our Graduate Bank Account. You can close your account without charge at any time.

## 12. Graduate Bank Account

If you have our Graduate Bank Account, we will advise you at account opening how long you will be able to have this product. At the end of that time period, we will automatically transfer you to our Bank Account. You can close your account without charge at any time.

## 13. Foreign Currency/International Personal Current Accounts

Bill payments, faster payments and standing orders cannot be made from Foreign Currency/International Personal Current Accounts and you cannot make any payments from these accounts via PIB.

## 14. HSBC Passport, HSBC Advance, HSBC Advance (Graduate) and HSBC Premier services

**14.1.** HSBC Advance, HSBC Advance (Graduate) and HSBC Premier are services which include a current account. HSBC Advance, HSBC Advance (Graduate) and HSBC Premier services include a range of products together with benefits on accounts, goods or services provided by us, other members of the HSBC Group or specially selected third parties. Separate terms and conditions may apply to some or all of the benefits and we will provide these to you when the benefits are made available.

**14.2.** We will tell you which benefits are available when you enquire about or apply for the appropriate service. We may later change these benefits and any applicable terms.

### 14.3. HSBC Advance and HSBC Advance (Graduate)

**14.3.1.** HSBC Advance and HSBC Advance (Graduate) have an initial fixed term of 12 months from the date we first provide them to you. They are renewable monthly after this time. A monthly fee applies to this service and you agree that we may deduct the applicable monthly fee for HSBC Advance or HSBC Advance (Graduate) from your HSBC Advance Bank Account/HSBC Advance (Graduate) Bank Account each month for the fixed 12 month period. After the end of such 12 month period you agree that we can continue to deduct the applicable monthly fee unless you tell us you no longer require HSBC Advance or HSBC Advance (Graduate). For the purposes of this

clause a “month” means the period covered by your monthly charging cycle which is usually the same as your monthly statement period.

**14.3.2.** You have the right to cancel HSBC Advance or HSBC Advance (Graduate) for a period of 14 days after the date we open your HSBC Advance or HSBC Advance (Graduate) Bank Account. You can do this by writing to us at PO Box 757, Hemel Hempstead, HP2 4SS, or via PIB. For applications completed by telephone, the cancellation period will start from the date you receive the terms and conditions in the post. We will refund you with any monthly fees you have already paid and no future fees for HSBC Advance will be deducted.

**14.3.3.** To make sure that you’re never left without cover in respect of any insurance product(s) that have been made available to you as part of HSBC Advance, we’ll renew any such insurance policy automatically after the initial twelve months unless you tell us not to. After the first 12 months you can cancel without having to pay any further monthly HSBC Advance fees. There will be no full or partial refund of HSBC Advance fee(s) you have already made. If you cancel you must return your membership card to us.

**14.3.4.** You will be issued with a membership card for HSBC Advance. This card is your responsibility and you must look after it. This card is not transferable and can only be used by you.

#### **14.4. HSBC Premier**

**14.4.1.** Qualification criteria apply to HSBC Premier. You must meet the qualification criteria to apply for and to be able to keep HSBC Premier. If you fail to meet the qualification criteria after you have taken out HSBC Premier we will either (at our complete discretion) give you 30 days’ notice that we are going to start charging you a fee to keep HSBC Premier, or we will give you 2 months’ notice that we will be converting HSBC Premier to our Bank Account product. Where we start charging a fee:

- if you have more than one Premier Bank Account in your sole name you will only be charged one fee;
- if you have sole Premier Bank Account(s) and one joint Premier Bank Account then you will only be charged one fee and we will deduct this from the joint account;
- if you have more than one joint Premier Bank Account, and each joint account is held by identical parties, then you will only be charged one fee. This will be deducted from one of the joint accounts; and

- if you have additional joint Premier Bank Accounts and these are not held by all the same parties, then you will also be charged a separate fee for each additional joint account.

We may change the HSBC Premier qualification criteria from time to time in accordance with the Terms. You can close HSBC Premier without notice if you are not happy with the changes proposed.

**14.4.2.** We may, at our complete discretion, decide to waive any applicable fee we may charge for HSBC Premier. However, if we do so, we reserve the right to start charging you the applicable fee in the future.

#### **14.5. HSBC Passport**

**14.5.1.** We will automatically provide you with a Passport Bank Account and a Flexible Saver Account as part of HSBC Passport.

**14.5.2.** HSBC Passport has an initial fixed term of 12 months (the fixed term). It is renewable monthly after the end of the fixed term. There is a monthly fee for HSBC Passport, which you agree we may deduct from your account – see the HSBC Passport price list for details of the current charge.

**14.5.3.** You agree that we may deduct the applicable monthly fee for HSBC Passport from your Passport Bank Account each month for the fixed term. At the end of the fixed term you agree that we can continue to deduct the applicable monthly fee unless you tell us that you no longer want HSBC Passport. For the purposes of this clause a month means the period covered by your monthly charging cycle which is usually the same as your monthly statement period.

**14.5.4.** We will contact you approximately 2 months before the end of the fixed term to tell you about other current accounts that we offer and that you could be eligible for at the end of the fixed term. You will be able to have any of these accounts subject to qualification and status.

**14.5.5.** You can cancel your HSBC Passport Bank Account either:

- If you apply for HSBC Passport Bank Account when you are not in the UK, 14 days after you attend at your UK branch to complete all necessary account opening formalities; or
- If you are already in the UK, in accordance with clause 39 of the General Terms.

If you cancel, you must return to us in new and unused condition any actual items or other benefits that we have provided to you with your HSBC Passport Bank Account. We will refund to your HSBC Passport Bank Account any fee(s) you have already paid conditional upon such tangible items and any other benefits being returned to us

as specified above.

## 15. Bank Account Pay Monthly

### 15.1. Eligibility

**15.1.1.** We will tell you what the eligibility criteria is when you enquire about or apply for Bank Account Pay Monthly, including criteria that applies throughout the time your account is open. If, at any time, you no longer meet the eligibility criteria for Bank Account Pay Monthly, we may give you two months' personal notice (which includes telling you by post, statement message, email or secure e-message) that we will close your account and end your contract with us.

**15.1.2.** Clause 1.2 of the Current Accounts Terms does not apply to Bank Account Pay Monthly.

### 15.2. Borrowing under Bank Account Pay Monthly Formal requests for an overdraft

**15.2.1.** With Bank Account Pay Monthly, you can formally request an overdraft, or an increase to an existing overdraft, as described in clause 3.3 of the Current Accounts Terms.

**15.2.2.** If we agree to your formal request for an overdraft, we will tell you the amount of your formal overdraft limit, and give you a letter setting out the terms that will apply to that overdraft.

#### “Buffer”

**15.2.3.** With Bank Account Pay Monthly, we agree to provide you with an overdraft, which is intended to act as a safety net for short-term emergency borrowing if there are insufficient funds, or there is insufficient credit available, to cover a payment from your account. This overdraft facility is referred to as the “Buffer” and will be available at all times while your account is open (unless we withdraw the Buffer before this time). Please see the price list for details of the Buffer limit.

**15.2.4.** If you have a formal overdraft limit that we have agreed in accordance with clause 15.2.1, payments will be made using the Buffer once your formal overdraft limit has been reached.

**15.2.5.** We may change the Buffer limit or withdraw the Buffer. If we do so, we will give you notice in accordance with clauses 27 to 31 of the General Terms. You can close your account if you are not happy with any change proposed.

**15.2.6.** The following terms shall apply to the Buffer:

- we expect you to repay any amount borrowed within the Buffer within 31 days;
- the Buffer is an overdraft facility, which like all overdraft facilities, is an on-demand form of

borrowing. This means we can, at any time, withdraw the Buffer facility and/or write to you demanding the immediate repayment of any overdrawn balance within the Buffer, together with any accrued interest, fees and any charges (even if this is within the 31 day period referred to above);

- the rate of interest that applies to any borrowing within the Buffer is set out in the price list;
- interest will be calculated daily on the cleared balance and will be deducted from your account 21 days after the end of each monthly charging cycle. A statement of the interest to be deducted will either be posted to you or will be made available to view electronically (if you have chosen to view it in this way) at the end of each charging cycle;
- if we demand repayment of any overdrawn balance within the Buffer, interest will continue to accrue on that balance until you have repaid us in full;
- we may change the interest rate that applies to borrowing within the Buffer in accordance with clauses 27 to 31 of the General Terms;
- when your account is overdrawn, you should make regular payments into your account. You must tell us if you are unable to do this;
- you may repay any overdrawn balance and any interest that has accrued on that balance at any time;
- any security you may have provided to us over your home does not secure nor affect the Buffer;
- if the account is in joint names, your liability in respect of the Buffer will be joint and separate. This means that you are liable jointly but also individually for all the terms that apply to the Buffer, even in the event that the relationship with the other joint borrower ends.

**15.2.7.** The Buffer is provided by us, HSBC Bank plc, 8 Canada Square, Canary Wharf, London E14 5HQ, to you under the name and at the address stated on your application form for Bank Account Pay Monthly.

#### Requests to make a payment that would cause your balance to exceed any formal overdraft limit and the Buffer limit

**15.2.8.** If we receive an informal request to make a payment that would, if accepted by us, cause your balance to exceed the amount of any formal overdraft limit and the Buffer limit, we will refuse to make the payment other than in very limited circumstances where we are obliged to make the payment. Where, in such very limited circumstances, we agree to make such a payment, we will provide you with an overdraft

to cover the amount which exceeds any formal overdraft limit and the Buffer limit for 31 days.

**15.2.9.** We will contact you to discuss your account if you make frequent requests for payments that would, if accepted by us, cause your balance to exceed the amount of any formal overdraft limit and the Buffer limit, and we may give you two months' personal notice (which includes telling you by post, statement message, email or secure e-message) to close your account and end your contract with us.

### **15.3. Fees for Bank Account Pay Monthly**

**15.3.1.** A monthly fee is payable for Bank Account Pay Monthly and the amount of the fee is set out in the price list. This fee will be deducted from your account. Before we deduct any monthly fees and/or interest from your account, we will give you at least 14 days' notice. If your account is closed before the 16th day of the charging cycle, we will not charge you the monthly fee for that month.

**15.3.2.** We will not charge an arrangement fee for considering and agreeing to a request for an overdraft or a request to renew an overdraft.

**15.3.3.** We will not charge a fee for considering and returning any requests for an overdraft.

### **15.4. Cancellation**

You have the right to cancel Bank Account Pay Monthly for a period of 14 days after the date we open your account. You can do this by writing to us at PO Box 757, Hemel Hempstead, HP2 4SS. For applications completed by telephone, the cancellation period will start from the date you receive the terms and conditions in the post. We will refund you with any monthly fees you have already paid.

### **15.5. Relationship with other Terms**

If any of the terms in this clause 15 differ from any of the other Terms, this clause 15 shall apply.

### **15.6. Text Alerts**

**15.6.1.** In order to help you manage any formal overdraft that we may agree with you in accordance with clause 15.2.1, we will send you text message alerts ("Overdraft Limit Alert(s)") when your overdrawn balance reaches certain levels of your formal overdraft limit (for joint accounts we will send all of you Overdraft Limit Alerts unless you tell us to send them to some joint account holders only). We will tell you what these levels are when you open your account. We will send you Overdraft Limit Alerts the morning after the day on which your overdrawn balance reaches any of these levels, for example, if your overdrawn balance reaches any of these levels on a Monday, we will send you an Overdraft Limit

Alert on Tuesday morning.

**15.6.2.** We may change the levels at which we send you Overdraft Limit Alerts, and if we do, we will give you notice in accordance with clauses 27 to 31 of the General Terms. You can close your account if you are not happy with any change proposed.

**15.6.3.** The information in the Overdraft Limit Alerts will be correct at the close of business the day before we send the Overdraft Limit Alert. The information will include the amount of your formal overdraft limit (but not the Buffer) as well as the account "balance". The "balance" in the Overdraft Limit Alert refers to the actual balance on your account and this may not include transactions that are still being processed and so may be subject to change.

**15.6.4.** If any payments are made from your account (including any direct debits or standing orders) between the time we calculate the amount of the balance of your account and the time the Overdraft Limit Alert is sent, these payments will not be taken into account in the Overdraft Limit Alert, and this may mean that you have exceeded your formal overdraft limit, although the Overdraft Limit Alert would not show this.

**15.6.5.** You must ensure the mobile phone number you have given us, and to which we will send Overdraft Limit Alerts, is correct and that the text message service provided by your network operator and your mobile phone is compatible with the service we provide.

**15.6.6.** You must tell us as soon as possible if you, or any of you, believe there is any service fault with your receiving Overdraft Limit Alerts.

**15.6.7.** We will only send each Overdraft Limit Alert once. We cannot send repeat Overdraft Limit Alerts.

**15.6.8.** Each Overdraft Limit Alert we send to you will contain up to a maximum of 160 characters.

### **15.7. Suspension of Overdraft Limit Alerts**

**15.7.1.** You may at any time request that we suspend the Overdraft Limit Alert service and we will suspend the service within 24 hours of your request. The Overdraft Limit Alert service will remain suspended until such time as you tell us that you would like the Overdraft Limit Alert service to be started again.

**15.7.2.** The Overdraft Limit Alert service may be temporarily unavailable when we carry out routine or emergency maintenance. We will try to warn you in advance but it may not always be possible to do so. Please note that the monthly fee for

Bank Account Pay Monthly will remain payable during any period of suspension.

**15.7.3.** You must tell us as soon as possible, by telephoning us, if you would like us to suspend the service as a result of:

- you knowing or suspecting that someone else knows your SIM card or PIN code for your mobile phone;
- your mobile phone being lost, stolen or no longer under your control; or
- your contract with the network operator ending.

### 15.8. Security

**15.8.1.** You are responsible for the security of the Overdraft Limit Alerts contained on your mobile phone and you must take all reasonable precautions to prevent anyone else from accessing your Overdraft Limit Alerts.

**15.8.2.** We recommend you ask us to suspend the Overdraft Limit Alert service before you take your mobile phone outside the United Kingdom. If you take your mobile phone outside the United Kingdom without suspending the Overdraft Limit Alert service as we recommend, you are authorising us and the network operator to transmit information about your account and store such information in such countries or territories as are necessary to send text messages to your mobile phone. You will also be responsible for any charges you may incur as a result of receiving Overdraft Limit Alerts while you are outside the United Kingdom.

## Savings Accounts – Terms and Conditions (Savings Accounts Terms)

Type of Account	Minimum Age* <sup>1</sup>	Types of Card
Flexible Saver	16	None
HSBC Premier Savings Account	18	None
High Interest Savings Account (for children)	18	None
Regular Saver	As for qualifying Current Account	None
Instant Access Savings Account* <sup>2</sup>	7	Self-Service* <sup>3</sup>
International Personal Instant Access Savings Account, Foreign Currency Savings Account	7	None

\*<sup>1</sup> We may vary the minimum age requirements.

\*<sup>2</sup> No longer on sale.

\*<sup>3</sup> You can only apply for this card if aged 11 or over.

These Savings Accounts Terms apply to our savings accounts listed in the table above, including joint accounts and accounts which you are authorised by the account holder to operate under a third party authority.

They also apply to our Save and Borrow Accounts which are no longer on sale to new customers and to any other accounts that we specify. The services provided with each type of account are different so that only the relevant parts of the terms and conditions in this section apply to each of our savings accounts.

These Savings Accounts Terms apply in addition to our General Terms and Conditions (General Terms). Where these Savings Accounts Terms differ to our General Terms, these terms will apply.

Bill payments, faster payments, SEPA payments, and standing orders cannot be made from International Personal/Foreign Currency Savings Accounts and you cannot make any payments from these accounts via PIB.

SEPA payments, direct debits and standing orders cannot be made from High Interest Savings Accounts (for children).

Direct debits and standing orders cannot be made from HSBC Premier Savings account, Flexible Saver and Instant Access Savings accounts.

No payments can be made from a Regular Saver and payments in can only be made by Standing Order except for the initial deposit which must be made by internal transfer.

## 1. Account Opening

**1.1.** You can open a High Interest Savings Account (for children), or an International Personal Instant Access Savings Account for the benefit of a child, if you are his or her parent, legal guardian, relative or godparent. If you do not already hold an account with us and you want to open a Flexible Saver or a High Interest Savings Account for children with us we may require you to make a minimum deposit.

**1.2.** To have an HSBC Premier Savings Account you must already be an HSBC Premier customer. If you cease to hold HSBC Premier, we will convert your HSBC Premier Savings Account to a Flexible Saver account, or any account that replaces it in the future. You can close your account without charge at any time.

**1.3.** We accept cash, cheques and other items that are payable to you for subsequent payments into your account.

**1.4.** Unless you choose to view statements for your Flexible Saver or Regular Saver electronically and as a result not to receive paper statements or to receive them less frequently we will send you a statement for your Flexible Saver and Regular Saver every 6 months.

## 2. Borrowing from us

**2.1.** You must not borrow on any of our savings accounts.

**2.2.** If there is at any time a debit balance on any savings account you have with us, then we will be entitled to charge interest on the amount by which it is overdrawn. We may continue to charge interest until there is a cleared credit balance on your account.

**2.3.** Before we deduct interest as set out in clause 2.2 from your account, we will give you at least 14 days' notice of how much we are going to deduct.

**2.4.** Every day, we will work out the interest you owe (if applicable) on the cleared debit balance of your account.

**2.5.** It will be deducted from your account monthly, quarterly, half yearly or annually depending on the terms we have agreed with

you. For Foreign Currency/International Personal Accounts (other than those in euros which will be deducted quarterly), interest will be deducted half yearly. If we have to make demand on you for repayment of any debit balance, interest will be deducted on the day we make demand.

## 3. Credit Interest

**3.1.** We calculate interest daily on the cleared balance and pay it monthly on our Instant Access Savings Account, High Interest Savings Account (for children), HSBC Premier Savings Account and Flexible Saver.

**3.2.** For Foreign Currency/International Personal Accounts interest (where payable) will be paid half yearly (other than those in euros which will be paid quarterly).

## 4. Regular Saver

This section applies in addition to the rest of the terms in this booklet and the General Terms.

**4.1.** You must already have a Bank Account, Bank Account Pay Monthly, an HSBC Premier Bank Account, an HSBC Advance Bank Account, a Graduate Bank Account, an HSBC Advance (Graduate) Bank Account or an HSBC Passport Bank Account with us before you can apply for a Regular Saver.

**4.2.** You must continue to hold a Bank Account, Bank Account Pay Monthly, HSBC Premier Bank Account, HSBC Advance Bank Account, a Graduate Bank Account, an HSBC Advance (Graduate) Bank Account or HSBC Passport Bank Account with us for as long as you have your Regular Saver.

**4.3.** You can only have one Regular Saver with us which can be in your sole name or held jointly with someone else. You cannot open an account on behalf of someone else.

**4.4.** You must open your Regular Saver with an initial deposit on the day of account opening of between £25 and £250 by direct transfer from one of the current accounts listed in clause 4.1 only.

**4.5.** In each of the next 11 months, you can make savings once a month into your Regular Saver. These can only be made by way of standing order from one of the current accounts listed in clause 4.1 and must be for an amount between £25 and the maximum monthly balance (please see clause 4.6 of these Savings Accounts Terms for more detail on the maximum monthly balance).

**4.6.** The balance on your Regular Saver must never exceed the maximum monthly balance. The maximum monthly balance means £250 in the first month after your Regular Saver is opened, increasing by £250 in each subsequent month. So, £500 in month 2, £750 in month 3 and so on.

**4.7.** The first standing order payment must be at least one calendar month after account opening. You can change the amount of the monthly standing order subject to clauses 4.5 and 4.6 above. You can only make one standing order payment to your Regular Saver in any one month.

**4.8.** You can stop a standing order that has been set up to your Regular Saver and set up a new standing order at a later date.

**4.9.** We calculate interest on the daily cleared balance on your Regular Saver and will pay this to your Regular Saver on the anniversary of the date your account was opened.

#### **4.10. Interest on your Regular Saver**

You will receive interest on your Regular Saver at the fixed Regular Saver interest rate advised to you at account opening. You will only receive this in respect of monthly savings made in accordance with clause 4.4-4.7. If you have saved more than the maximum monthly balance then you will receive interest on the excess at the same rate as would apply to an amount equivalent to the excess in a Flexible Saver or any account that replaces it.

If you close your Regular Saver before the anniversary of the date you opened it (including if you cancel your contract with us as set out in clause 39 of the General Terms) we will pay you interest up to the date of closure at the same rate as would apply to an equivalent amount in a Flexible Saver account or any account that replaces it (the "Closure Rate"). We will transfer the money in your Regular Saver together with interest which you are entitled to receive to your current account unless you advise us to pay it to a savings account you hold with us.

If you break any of the General Terms or the Savings Accounts Terms and, as a result, we decide to close your Regular Saver, you will receive interest up to the date of closure at the Closure Rate.

**4.11.** You cannot make any withdrawals from your Regular Saver unless you close it. We will then repay all the money in your Regular Saver into

your current account unless you advise us to pay it to a savings account you hold with us.

**4.12.** On the anniversary of the date your Regular Saver was opened your account will cease to be a Regular Saver. If you have one of the following accounts with us in the same name(s) as your Regular Saver, your money and any accrued interest will be transferred to that account:

- Instant Access Savings;
- Flexible Saver account;
- HSBC Premier Savings Account;
- any account that we have replaced any of the above with.

If you have more than one of the above accounts listed we will transfer your money to the account which pays the highest rate of interest.

If you do not have any of the accounts set out above with us, your Regular Saver will convert to a new Flexible Saver account (or any account that we have replaced it with) in the same name as your Regular Saver, and will be subject to the General Terms and these Savings Accounts Terms. It can take up to five working days to convert your Regular Saver to a new Flexible Saver account (or to any account that has replaced the Flexible Saver account). You will earn interest at the Flexible Saver rate (or the rate of account that has replaced the Flexible Saver account, if applicable) until it is converted.

**4.13.** If you have HSBC Premier, HSBC Advance, HSBC Advance (Graduate) or HSBC Passport Bank Account, you will receive a preferential rate on any new Regular Saver account that you open. To continue to benefit from the preferential rate you must continue to hold one of these products throughout the 12 month term of your Regular Saver. If you no longer have one of the products mentioned above your interest rate may change to the standard Regular Saver rate. If you already hold a Regular Saver you cannot have a Regular Saver with a preferential rate until your existing account comes to an end.

**hsbc.co.uk**

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