

Internet banking

Terms and Conditions

Important:

Please note carefully your security duties. See Clause 2 below. If you breach any of your security duties you may be liable for transactions even if you did not authorise them. See Clause 4 below. By accepting our terms and conditions you are requesting us to add all your accounts, including joint accounts, to the Internet Banking Service. See Clause 6.2 below.

1 About this contract

- 1.1 References to **'you'**, **'your'** and **'yours'** are references to the person requesting the internet Banking Service.
- References to **'we'**, **'us'** and **'our'** are references to HSBC Bank plc.
- The **'Internet Banking Service'** is the service provided by us to you which is described in the Terms by which you may access information and give us Instructions in respect of certain of your accounts with us. We may make additional functions available to you such as emessaging or the ability to apply for new accounts.
- The **'Terms'** means these terms and conditions and any supplementary terms and conditions which we notify you of under Clause 10.4 below, as amended from time to time.
- The **'User Guide'** means the guidance and information set out on screen in the **'User Guide'** or **'Help'** pages of the Internet Banking Service and all other guidance issued by us in connection with the Internet Banking Service, as amended from time to time.
- The **'Contract'** means the contract entered into between us and you when you accept the Terms in accordance with Clause 1.2 below and we acknowledge your acceptance of the Terms.
- An **'Instruction'** is any request or instruction to us, which is effected through the Internet Banking Service by use of a Security Number.
- The **'Internet Banking ID'** is the unique identifier, which is issued to you in connection with the Internet Banking Service.
- The **'Security Number'** is the pass number adopted by you for accessing the Internet Banking Service.
- 1.2 The Terms may be accepted on line by following the instructions set out on the relevant screen page. In addition you agree that any use by you of the Internet Banking Service shall constitute your acceptance of the Terms. We recommend that you store or print off a copy of the Terms for your records.

2 Your security duties

- 2.1 You agree to comply with the Terms and any security procedures mentioned in them.
- 2.2 You must keep your Security Number secure and secret at all times and take steps to prevent unauthorised use of it and your Internet Banking ID. For example:
- never write or otherwise record the Security Number in a way that can be understood by someone else;
 - never tell the Security Number to someone else including our staff, unless you are resetting your security number;
 - destroy any advice from us concerning your Security Number promptly after receipt;
 - avoid Security Numbers which may be easy to guess such as birthdays, telephone numbers, dates of birth etc;
 - never record your Security Number or Internet Banking ID on any software which retains it automatically (for example, any computer screen prompts or 'save password' feature or any similar function on your internet browser);
 - keep your Internet Banking ID in a safe place at all times.
- 2.3 Once you have logged on to the Internet Banking Service, you must not leave the terminal or other device from which you have accessed the Internet Banking Service at any time or let anyone else use it until you have logged off the Internet Banking Service. You will be responsible for ensuring that you have logged off the Internet Banking Service at the end of any session.

You must tell us immediately of any unauthorised access to the Internet Banking Service or any unauthorised transaction or instruction which you know of or suspect or if you suspect someone else knows your Security Number. Contact the Internet Banking helpdesk on 0845 600 2290 (Textphone service 08457 125 563). Lines are open from 8am to 10pm every day (except Christmas Day, Boxing Day and New Year's Day). Calls may be monitored or recorded for quality purposes. You must also change your Security Number immediately to a number that you have not used before. We will need you to help us and the police in trying to recover any losses. We may disclose information about you or your account to the police or other third parties if we think it will help prevent or recover losses.

- 2.5 You agree to check carefully your records of transactions and statements of accounts and inform us immediately of any discrepancy.

3 Processing your instructions

- 3.1 You request and authorise us to (a) rely and act upon all apparently valid Instructions as Instructions properly authorised by you, even if they may conflict with any other mandate given at any time concerning your accounts or affairs and (b) debit your accounts with any amounts we have paid or incurred in accordance with any Instructions.
- 3.2 An Instruction will only be accepted by us if it has been effected through the Internet Banking Service using your Security Number but we will not further check the authenticity of an Instruction.
- 3.3 You agree that we can act on any Instructions given to us including deducting money from your account even if these Instructions were not authorised by you. However, your liability for transactions or Instructions which have not been authorised by you will be limited in the way set out in Clause 4 below.
- 3.4 We may refuse to act on an Instruction, for example if a transaction exceeds a particular value or other limit, or if we know of or suspect a breach of security. Please refer to the User Guide for details of the limits imposed upon transactions carried out through the Internet Banking Service.
- 3.5 We are not liable for any failure, delay or other shortcoming by any third party with whom you have accounts or otherwise when they are executing our instructions to them howsoever caused.
- 3.6 We may suspend any service provided to you under the Internet Banking Service without notice where we consider it necessary or advisable to do so, for example to protect you when there is a suspected breach of security or we need to suspend the Internet Banking Service for maintenance or other reasons.
- 3.7 We will use reasonable efforts to inform you without undue delay through the Internet Banking Service, and/or our web site(s) if any service under the Internet Banking Service is not available.
- 3.8 We will make reasonable efforts to modify, not process or delay processing any Instruction where you request us to do so but we shall not be liable for any failure to comply with such a request unless it is due to our failure to make reasonable efforts to do so.
- 3.9 You must make sure that any Instruction is accurate and complete and we are not liable if this is not the case.
- 3.10 A transaction being carried out is not always simultaneous with an Instruction being given. Some matters may take time to process and certain Instructions may only be processed during normal banking hours even although the Internet Banking Service may be accessible outside such hours.

4 Your liability for unauthorised transactions

- 4.1 We will refund you the amount of any transaction carried out in accordance with any Instruction where your Security Number has been used without your authority, other than in the circumstances set out in Clause 4.2 below. Where we are liable for any unauthorised transaction, we will credit your account with any money lost up to the amount of the transaction, and any related interest and charges. We will have no further liability to you.
- 4.2 You will be responsible for all losses (including the amount of any transaction carried out without your authority) if you have acted without reasonable care so as to facilitate that unauthorised transaction, or you have acted fraudulently. For the purposes of this Clause 4 acting without reasonable care shall be deemed to include failure to observe any of your security duties referred to in these Terms.
- 4.3 Once you have notified us of any unauthorised access to the Internet Banking Service or unauthorised transactions or that you suspect that someone else knows your Security Number, you will not be responsible for any unauthorised Instructions carried out after we have had reasonable time to suspend the Internet Banking Service in respect of your account(s) unless we can show you have acted fraudulently.

5 Our liability to you

- 5.1 We will take reasonable care to ensure that any information provided to you by the Internet Banking Service is an accurate reflection of the information contained in our computer systems or, where the information is provided by a third party, accurately reflects the information we receive from that third party. Due to the nature of the product and circumstances beyond our control, we do not warrant that the information provided by the Internet Banking Service is accurate or error free. Some of the information available through the Internet Banking Service may be identified on the screens or in the User Guide as subject to a disclaimer or other provisions. If you rely on that information, you do so subject to the disclaimer or those provisions.
- 5.2 You agree that unless we have specifically agreed with you otherwise, we shall have no liability whatsoever for (a) any equipment, software or associated user documentation which any party other than us produces at any time for use in connection with the Internet Banking Service or (b) any services through which you access the Internet Banking Service or which you access through the Internet Banking Service which are not controlled by us.
- 5.3 We shall not be liable to you for any loss you suffer due to any event or circumstances beyond our reasonable control which leads to the Internet Banking Service being wholly or partly unavailable such as, but not limited to, technical breakdown, strikes or other industrial action (whether or not involving our employees) or communications or power failure. You may be able to reduce your loss by telephoning us instead.

6 Account types

- 6.1 Not all accounts may be accessed under the Internet Banking Service. For details of accounts on which the Internet Banking Service is currently available please refer to the User Guide.
- 6.2 You authorise us to add all accounts (including joint accounts) that you hold with us now or in the future, which are available on the Internet Banking Service, to the Internet Banking Service.

7 internet banking records and transaction terms

- 7.1 Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with the Internet Banking Service.
- 7.2 You agree not to object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer
- 7.3 Where you give us an Instruction or request a transaction through the Internet Banking Service the Terms will apply in addition to the existing terms in respect of your dealings with us either in respect of particular accounts or products or generally. In the event of any inconsistency the Terms will apply.

8 Copyrights, trademarks and copying materials

- 8.1 Please note that HSBC and our Hexagon logo are registered trademarks.
- 8.2 We have a licence for or own all copyrights for our internet web site(s) through which you access the Internet Banking Service and all trademarks and other materials used on it.

9 Information about you

Full details of how we process your personal data can be found in your General Terms and Conditions, HSBC Credit Card Terms and Conditions and/or the terms which are applicable to any other account which you can access through the Internet Banking Service.

10 Fees, supplementary terms, changes to and termination of the contract and site

- 10.1 You are liable for any telephone charges and any charges made by your Internet Service Provider as a result of the use by you of the Internet Banking Service.
- 10.2 Currently, we do not make any specific charges for using our Internet Banking Service, although we reserve the right to do so in the future. However, before any such charges are made we will give you 30 days notice personally by post, email or other means before we make the change and without giving us any notice, you may, at any time up to 60 days from the date we tell you of the change, terminate this Contract. If you choose to continue using the Internet Banking Service after the charges take effect you authorise us to debit any of your accounts with such charges.
- 10.3 The site(s) or screens through which you access the Internet Banking Service are subject to change by us. Unless we have specifically agreed to give prior notice to you we may make such changes (including changes to layout) without notification to you.
- 10.4 We may modify these Terms and Conditions from time to time. If the change is to your disadvantage we will give you 30 days notice personally by post, email or other means before we make the change and, without giving us any notice, you may, at any time up to 60 days from the date we tell you of the change, terminate this Contract. You will not have to pay any additional charges during this period. We may make any other changes immediately and tell you about it within 30 days.
- 10.5 You may terminate this Contract at any time of entering into the Contract if you change your mind. This will not affect any rights or liabilities accruing to either party before this Contract is terminated. Unless there are exceptional circumstances, for example you are in material breach of the Terms, we will give you at least 30 days notice prior to terminating this contract.

11 Secure emessaging

- 11.1 If we make this facility available to you, you may send us and we may send you secure emessages over the Internet Banking Service through the 'My Messages' function.
- 11.2 If you send us a message we will aim to respond to you within two working days. If this is not possible or we are not willing to answer your query or comply with your request within this timescale or at all we will aim to let you know this within two working days. Please be aware that once you have sent a request we may not be able to reverse it before it is implemented.
- 11.3 You must not send us messages:-
- in relation to matters for which there is a specific functionality on the Internet Banking Service eg, to notify us of a change to your address or to make a payment;
 - which require immediate attention (please telephone us instead);
 - which are requests of a transactional nature eg, share dealing or fund management instructions;
 - which are requests to open or amend or renew existing insurance policies eg, life insurance, motor insurance, travel insurance, buildings insurance or home contents insurance;
 - reporting the loss or theft of cheques and/or cheque or credit cards (please telephone us instead);
 - on behalf of any third party or in relation to our dealings with any third party.
 - which are offensive, frivolous or otherwise inappropriate.
- If you do so we may at our absolute discretion remove the 'My Messages' facility or terminate our Contract in accordance with clause 10.5 above.
- 11.4 We may send you messages concerning any accounts, products or services which you have with us, including the Internet Banking Service, or any other service related matters.

12 Online applications

- 12.1 You may be eligible to apply for and open savings products and current account products through the 'Apply On-line' function.
- 12.2 You agree that if you open Flexible Saver Account, High Interest Deposit Bond, and Premier Savings account on-line, these products will be subject to the relevant provisions of the Savings Accounts and General Terms and Conditions.
- 12.3 You agree that if you open Current Account Advance, HSBC Plus, HSBC Premier, Student/Gap year Bank Account or HSBC Passport on-line, these products will be subject to the relevant provisions of the Current Accounts and General Terms and Conditions.
- 12.4 With other savings products such as Cash e-ISA and Online Bonus Saver, you will be required to accept separate account terms and conditions online,
- 12.5 You may be eligible to be able to apply for loans, credit cards or other credit facilities with or without pre-approved limits through the 'Apply Online' function. Under no circumstances should the 'Apply Online' screens be construed as an offer to provide a credit facility to you on particular terms or at all.
- 12.5 Any pre-approved limit (or PAL) provided to you is based on the information available to us at the time of calculation. We reserve the right to decline any application for credit facilities for a particular amount or at all.
- 12.6 A legally binding agreement to provide credit facilities will only come into effect on execution by us of our credit agreement form which has been satisfactorily completed by you.

13 Encryption and viruses

- 13.1 You should be aware that we use a very high level of encryption. The use of such levels of encryption may be illegal in jurisdictions outside the UK, Jersey, Guernsey and Isle of Man. It is your responsibility to ensure that, if outside the UK, Jersey, Guernsey or Isle of Man your ability to use the Internet Banking Service is permitted by local law and we shall not be liable for any loss or damage suffered by you as a result of not being able to use the Internet Banking Service in these jurisdictions.
- 13.2 Due to the nature of the Internet Banking Service, we will not be responsible for any loss of or damage to your data, software, computer, telecommunications or other equipment caused by you using the Internet Banking Service unless such loss or damage is directly and solely caused by our negligence or deliberate default.

14 Agency, notices and law

- 14.1 We may at any time appoint one or more agents to provide all or any part of the Internet Banking Service and references to 'we', 'us' or 'our' will include references to such agents.
- 14.2 All notices to be given by us to you under the Terms (including any amendments to the Terms) may subject to the requirements of clause 10 above be given in writing or by email or electronically through the Internet Banking Service. All such notices will be deemed to have been received by you:
- In the case of posting, 5 days from despatch to the last address provided by you;
 - In the case of notification by email or emessage, 5 days from despatch of the email or emessage;
 - In the case of notification through the Internet Banking Service, 5 days from the posting of the notice on the Internet Banking Service.
- 14.3 If we do not deliver the standard of service you expect, or if you think we have made a mistake please let us know and we will try to resolve matters. However, if you remain dissatisfied and would like further information on our process for resolving complaints please ask us for our explanatory leaflet 'Listening to Your Comments' or view this on our website.
- 14.4 If any part of the Terms proves to be unenforceable in any way, this will not affect the validity of the remaining Terms in any way. Any relaxation by us of any of the Terms from time to time does not affect our right to enforce the Terms strictly at any time.
- 14.5 For account(s) held in the UK the Contract is governed by and it is to be interpreted in accordance with the laws of England and Wales. For account(s) held in Jersey, Guernsey and the Isle of Man the local law of the island where your account(s) are held will apply. You and we submit to the non exclusive jurisdiction of the courts of England and Wales or Jersey, Guernsey, or the Isle of Man as appropriate depending on where the account(s) are held.

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