

Notice of Variation

Please read through this notice carefully and keep it in a safe place for future reference.



The world's local bank

Notice of Variation

We are making some changes to our General Terms, Current Accounts Terms, Savings Accounts Terms and applicable price lists (the “Terms”).

We are making changes because of changes in law, regulation and industry guidance, because of changes to our systems and procedures or to the services we provide, and in some cases to make the Terms clearer or because the changes are favourable to you.

We have summarised some of the main changes we are making below and have explained the changes in detail on the pages that follow: clause references are to the clause numbering in the current version of the Terms, unless stated otherwise; and where we have quoted parts of the Terms, we have done so in italics.

We are also making some other minor changes to clauses and formatting in the Terms (including updating cross-references and clause numbers to reflect the changes we are making). Because of the nature of these changes and because they will not affect the meaning of the Terms, we have not included them below.

If you would like a full copy of the new Terms (including your price list), they are available at www.hsbc.co.uk/termsandconditions or you can ask in any of our branches or call us on our usual numbers.

Summary of Main Changes

1. HSBC Plus/Graduate Plus – We have changed the name of our HSBC Plus and Graduate Plus products to HSBC Advance and HSBC Advance (Graduate) respectively. We will update the Terms to reflect this change. If you have one of these accounts, you will already have been told of this change.

2. Payments – We will introduce some new descriptions of types of payments you can make, and will change some of the existing descriptions for additional clarity. We will also update the table in clause 15 of the General Terms which sets out information about the payments that can be made. This will include deleting the payment limits from this table because we will tell you any limits that apply when you make a payment (the new clause 15.2 has more information about this). We will also provide more information on payments that involve an exchange into a foreign currency

in clause 11 of the General Terms. Please see clauses 1, 11 and 15 of the General Terms set out below for the detail of these changes.

3. Security – We are updating the security precautions you must take in respect of your Personal Internet Banking (PIB) details, Telephone Banking Service (TBS) details and Cards and PINs. We are also updating the information we provide in the Terms about how you can contact us if you have lost your security details or Cards and PINs, or if you think someone has used or tried to use them.

4. Cheque Guarantee Scheme – The Cheque Guarantee Scheme will close on 30 June 2011. When the Scheme closes, we will no longer be able to guarantee cheques. We will change clause 21 of the General Terms to reflect this.

5. Variation – We are updating clauses 27 to 33 of the General Terms. These clauses cover when we can change the Terms and when you can close your account. We will make changes to these clauses to reflect some changes in the law and industry guidance, to make the terms clearer and, in some cases, because they are more favourable to you.

6. Data protection – We are updating clause 34 in the General Terms which covers how we will use your information. The new clause 34 is included in full below.

7. Money Market – We are updating the specific terms that apply to Money Market accounts (section 3 of the General Terms), and have included these terms in full below.

8. Financial Services Compensation Scheme – We will update the Financial Services Compensation Scheme wording at the end of the General Terms.

9. Bank Account Pay Monthly – We will introduce a new clause 15 into the Current Accounts Terms and Conditions, and make some other small changes to the Terms, to cover our new current account called Bank Account Pay Monthly. The General Price List and Interest Rate leaflet will also be updated to include Bank Account Pay Monthly. If you are a Bank Account Pay Monthly customer, these changes will replace your Bank Account Pay Monthly standalone terms and conditions (the content of these terms will not change, but the clause numbering and references will be updated accordingly).

10. Price Lists:

a. Global Transfers – we will include Global Transfers in the General Price List and Interest Rates leaflet (the description for this payment will be in clause 1 of the General Terms and is included below). The price for Global Transfers if you have an account to which this price list applies will be £5 from 1 January 2011 (HSBC Premier customers have a different price list).

b. HSBC Advance (Graduate) – we will change the price list for this account to say that we will pay credit interest on this account, and to include the monthly subscription fee.

If you have a fixed Money Market account or a Fixed Rate Saver Bond, these changes will only affect your account/bond if and when it is renewed at the end of the fixed term.

If you are happy with these changes you do not need to take any action, and the changes will take effect on **1 December 2010**.

If however you do not accept any of these changes, you must tell us by contacting us on the usual numbers before 1 December 2010. If you inform us that you do not accept any of these changes then, consistent with the General Terms and Conditions, we will take this to be notice from you to close your account(s) immediately. There will be no charge for this. You also have the right to end your agreement(s) with us at any time before 1 December 2010, there will be no charge for this.

The Changes in Detail

General Terms – Introduction and Section 1

General product name change: all references to HSBC Plus will be changed to HSBC Advance and all references to Graduate Plus will be changed to HSBC Advance (Graduate).

Introduction: we will change the second paragraph of the introduction for additional clarity, but this will not change which terms and conditions form part of your contract. The second paragraph will be as follows:

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.*

Definitions: we will insert the following definition:

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

Contact Information: we will replace the contact information before Section 1 of the General Terms with the following:

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
UK accounts	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)
Channel Islands/ Isle of Man accounts	08456 006 161 (8am -10pm)	+44 1226 261 010 (8am -10pm)
HSBC Premier customers	08457 70 70 70	+44 1226 260 260
HSBC Advance customers	08457 404 404	+44 1226 261 010
Textphone for all accounts	18001 08457 125 563	+ 44 207 088 2077

Clause 1: we will make the following changes to clause 1 (please note that these changes will mean that the clause numbering will also change in this clause):

- We will change the heading to:

Different types of payment into and out of your account

- We will change the descriptions of Bill payments, Electronic Fund Transfers, SEPA payments and WorldPay payments to make it clearer that these are types of payment you can make from your account.
- We will insert new wording at the end of the description of internal transfers to confirm that automatic transfers are internal transfers. The description will be as follows:

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).

- We will combine the descriptions of Bill Payments and Faster Bill Payments to the following:

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).

- We will change the description of Priority Payments to the following:

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).

- We will insert the following new description for Global Transfers:

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

- We will change the definition of standing orders to include faster standing orders and so that it refers to payments within the UK:

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).

- We will insert the following wording as a new clause to cover other payments that are payable into your account:

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

Clause 2.1: we will clarify that the requirements in clause 2.1.1 apply to Priority Payments, WorldPay payments and SEPA payments. We will change clause 2.1.2 so that if you are going to receive an international payment you must tell the sender your BIC and IBAN. We will update the heading accordingly.

Clause 4.3: we will delete the telephone references in this clause and insert a cross-reference to the new table before section 1. This means this clause will be as follows:

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.

Clause 4.5.1: we will insert wording at the end of this clause to make it clearer. The clause will be as follows:

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

Clause 4.5.4: we will insert “and” at the end of this clause.

Clause 4.6: this will form part of clause 4.5 to make it clearer that this only refers to the Automated Service. This change will mean that the clause numbering in the remainder of clause 4 will be updated.

Clause 4.8 (this will be clause 4.7 in the revised Terms): we will remove the clause number 4.8.1 so this clause is only 4.7. We will also change the clause to cover suspension of TBS where we need to carry out emergency maintenance.

Clause 6: we will change this clause to refer to all self-service machines that allow customers to make payments (including deposits and withdrawals). The new clause will be as follows:

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.

Clause 7: we will change the first sentence of this clause to the following:

To make a payment by post, you must send a letter addressed to us to any of our branches.

Clause 8.3.1: we will insert wording at the end of this clause to make it clearer. The second sentence of this clause will be as follows:

Please also see clause 26.8 of this section 1, which provides more detail on the suspension of the use of cards.

Clause 8.5.3: we will insert “and” at the end of the second bullet point, and also exclude Regular Saver accounts in the third bullet point.

Clause 8.5.4: we will change the second sentence of this clause so that it is as follows:

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.

Clause 8.5.6: we will update the example so that it refers to all withdrawals, regardless of currency.

Clauses 9.2 and 9.3: we will update the precautions you must take for the security of your PIB/TBS details or Cards and PINs, as well as the numbers you can call to contact us if you have concerns about the security of these details, to the following (this will replace the current clauses 9.2 and 9.3) – please read this carefully:

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 below. 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.

Clause 9.4: we will change this to make it clearer that you must cut your cheques, as well as your cards, into six pieces and return them to us if you no longer require them.

Clause 9.5: we will change this to make it clearer that we will ask for your co-operation in relation to any investigation into any of your passwords, PIN(s) and security details as well as your card and any other aspects of your accounts.

Clause 10.1: we will change the cross-reference in the second bullet to include a cross-reference to clause 15 in the Current Accounts Terms for Bank Account Pay Monthly accounts.

Clause 10.3: we will insert the following new bullet point into this clause:

- if the payment would exceed any limits we may set (please see clauses 15.2 and 18.3 for more details about limits); or

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

Clause 10.4: we will change this to say that where we refuse to pay a standing order, direct debit or cheque, we will write to you on the first occasion a payment is refused.

Clause 10.5: we will change the cross-reference in the second bullet to include a cross-reference to clause 15 in the Current Accounts Terms for Bank Account Pay Monthly accounts.

Clause 11: we will update clause 11 to provide more detail on payments that involve an exchange into a foreign currency (the following will replace the current clause 11):

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.*

Clause 12.1: we will change clause 12.1 so that only faster bill payments and faster standing orders are excluded from the description around when interest will be payable on bill payments and standing orders.

Clause 13: we will change the heading for this clause to *Charges for payments/services and for enquiries about an instruction*. We will also insert the following new clause 13.1 (the old clause 13 will be clause 13.2):

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.

Clause 14.1: we will change this clause to make it clearer that if we receive a faster bill payment or internal transfer, or an instruction

to make such a payment, on a day that is not a working day, we will start to process it that day (provided it is received before the cut-off time). For all other payments, we will treat the payment, or the instruction, as received on the next working day.

Clause 14.3: we will change this clause to make it clearer that the execution times do not include the day on which we receive your instruction (the day we receive your instruction will depend upon whether we receive it before the cut-off time).

Clause 14.4: we will change this clause to the following to clarify when you can cancel SEPA payments:

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.

Clause 14.7: we will insert the following new clause 14.7:

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

Clause 15 and 15.1: we will change the heading to include Global Transfers and faster standing orders, and will change the table in clause 15 to the table set out at the end of this Notice of Variation. This table will be part of clause 15.1

Clauses 15.2 to 15.4: we will include the following new clauses 15.2 to 15.4:

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.*

Clause 17.1: we will change this to clarify that you can pay for goods and services using your debit card where VISA or Maestro (as applicable to your card) is accepted.

Clause 17.4: we will insert the following new clause 17.4 (this will affect the clause numbering in this clause 17):

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.

Clause 17.6 (this will be clause 17.7 in the revised Terms): we will change the last sentence of this clause to refer to the numbers in the table that will be inserted before section 1 of the General Terms.

Clauses 18.6 and 18.7: for additional clarity we will insert the following sentence at the end of clause 18.6 and delete the last sentence of clause 18.7: *You cannot use your debit card alone to make withdrawals over our counters.*

Clause 19.3: we will change the reference to “self-service machine” to “paying-in machine”.

Clause 19.5: we will clarify that you may be charged for the service described in this clause.

Clause 21: we will change the clause numbering of this clause. Clauses 21.1 to 21.11 will become part of clause 21.1 (Cheques you issue) and will be clauses 21.1.1 to 21.1.13 (there are two new additional clauses as described below). Clauses 21.12.1 to 21.12.3 will become part of clause 21.2 (Clearing Cheques), and will be clauses 21.2.1 to 21.2.5 (there are two new additional clauses as described below). Clauses 21.12.4 to 21.12.10 will become part of clause 21.3 (Cheques returned unpaid and paying in cheques), and will be clauses 21.3.1 to 21.3.7. Clause 21.13 will become clause 21.4 (Cheque guarantee), and clause 21.14 will become clause 21.5 (Foreign cheques). A new clause 21.6 about Bank Drafts will be inserted as described below. Other than the changes described below, the content of clause 21 will not change. The clause numbering in the changes described below are to the clause numbers as they will appear once the changes take effect.

• **Clause 21.1.4:** we will insert the following new clause:

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.

• **Clause 21.1.5:** we will insert the following new clause:

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

• **Clause 21.2.1 (this is currently clause 21.12.1):** we will remove the reference to sterling cash from this clause.

• **Clause 21.2.4:** we will insert the following new clause:

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.

• **Clause 21.2.5:** we will insert the following new clause:

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.

• **Clause 21.3.2 (this is currently clause 21.12.5):** we will insert the following wording at the end of this clause:

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.

• **Clause 21.3.4 (this is currently clause 21.12.7):** we will clarify that we will not debit your account in the circumstances described in this clause, unless clause 21.3.5 (currently clause 21.12.8) applies.

• **Clause 21.3.5 (this is currently clause 21.12.8):** we will clarify that if a cheque is returned unpaid in these circumstances, the amount of the cheque will be deducted from your account.

• **Clauses 21.4.1 and 21.4.2 (this is currently clause 21.13.1):** the Cheque Guarantee Scheme will close on 30 June 2011. When the scheme closes we will no longer be able to guarantee cheques. The current clause 21.13.1 will be split into two clauses (clauses 21.4.1 and 21.4.2). To reflect the closure of the scheme, clause 21.4.1 will be changed to the following, and we will insert a new first bullet point into clause 21.4.2 as set out below:

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.

Clause 21.4.2 the new first bullet point will be as follows:

- the cheque is issued on or before 30 June 2011, and
- **Clause 21.6:** we will insert the following new clauses to cover Bank Drafts:

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.*

Clause 22.3: we will clarify that for joint accounts, if we have to suspend additional services such as PIB because one of you tells us of a dispute between any of you, you may need to make alternative arrangements for your regular payments to be made. We will also need the authority of all of you to pay out any credit balance on the joint account, or to close the joint account, in these circumstances.

Clause 22.5: we will insert "in relation to the account" at the end of the final sentence of this clause.

Clause 22.7: we will change this clause to refer to the new clause 33.2 which we are inserting.

Clause 24.1: we will change this clause to make it clear that we will send paper statements for your account unless you choose to view statements electronically.

Clause 24.5.1: we will change the paragraph at the end of this clause to the following:

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.

Clause 25.3: we will delete the final sentence of this clause.

Clause 26.4.1: we will change the wording in this clause to the following for additional clarity:

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.

Clause 26.4.5: this will become clause 26.5 (this will affect the clause numbering for the subsequent clauses in clause 26). We will also change this clause to the following to clarify that it applies to our failure to comply with any of the Terms:

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.*

Clause 27.4: we will change this clause to the following:

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.

Clause 27.5: we will insert the following sentence at the end of this clause:

We will update information in our literature, including our price lists (if applicable), as soon as reasonably possible.

Clauses 28 and 29: we will amend these clauses in the light of changes to law and codes, for additional clarity and because some of the changes are favourable to you. We will also include changes to reference rates that we use in relation to money you have borrowed from us. The clauses will be as follows:

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 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.*

Clause 32.1: we will change the first sentence to the following for additional clarity (the meaning of this clause will not change):

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.

Clause 33.1: we will insert the words "or otherwise stated in any Additional Conditions" after "Unless clause 33.7 applies" in the first sentence of this clause.

Clause 33.2: we will insert the following new clause (the clause numbering for the subsequent clauses in clause 33 will be updated to reflect this):

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).

Clause 33.7.5 (this will be clause 33.8.5 in the revised Terms): we will insert the word "anti" before "money laundering requirements"

General Terms – Section 2

Clause 34: we will change this to the following. Please read this carefully, and in particular read clauses 34.2, 34.3.1, 34.7, 34.8.2 and 34.8.5.

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 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.

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:

- to whom we transfer, or may transfer, any of our rights and obligations under the Terms; or
- 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.

Clause 35.1: we will change this to say that this clause 35 also does not apply to accounts held in Jersey, Guernsey and the Isle of Man.

Clause 35.3: we will change this to make it clear that we will also transfer to the Unclaimed Asset Scheme any balances we are unable to repay to you if we close your account:

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.

Clause 35.4: we will insert the following words at the end of this clause "(unless it has already been closed)".

Clause 36.6: we will add the following words at the end of clause 36.6 for clarification of how we treat five year deposits for these purposes:

...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.

Clause 36.7: we will amend the second sentence to apply only where our records show that you are a resident in an EU member state, and not where you have been a resident in an EU member state.

Clause 37: we will delete clause 37.1. We will move clause 37.2 to the Current Accounts Terms. This change will affect the clause numbering for some of the subsequent clauses in the General Terms.

Clause 38 (this will be clause 37 in the revised Terms): the current clause 38 will become clause 37.1 and we will insert two new bullet points in this clause confirming that in the event that a petition for a bankruptcy order is presented against you we can take any or all of the actions described in this clause, including suspending or stopping your ability to make payments via PIB and TBS, and asking you to return any debit cards and cheque books you have. We will insert a new clause 37.2 which will be as follows:

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.

Clause 43 (this will be clause 42 in the revised Terms): we will insert the following new clause 42.2, and the current clause 43.2 will become a new separate clause 43 under the heading "Inactive accounts". Under the new clause 43, we will mark current accounts as dormant if they are inactive for at least six months, and we will mark any other account (other than a fixed term account) as dormant if it has been inactive for at least one year.

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).

Clause 46: we will clarify that nothing in the Terms will reduce your statutory rights, and that this is not limited to terms and conditions in the General Terms, Current Accounts Terms and Savings Terms.

General Terms

– Section 3 Money Market Terms

We will change the Money Market terms to the following. You should read this carefully if you have a Call or Notice sterling Money Market account, if you are considering taking out a new Money Market account, or if you have a fixed sterling or international Money Market account that will be renewed (these new terms will not apply to any existing fixed

Money Market account, but they will apply when any such accounts are renewed).

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.

General Terms **– Section 4 – Fixed Rate Saver Bond** **(Fixed Rate Saver)**

Introduction: we will delete the final sentence of the opening paragraph, as these bonds have now all matured.

Clause 1: we will clarify that the fee for withdrawing a deposit early is 90 days' gross interest.

Clause 3: we will change the maximum deposit we usually accept from £49,999 to £1 million and will delete the reference to Bonds entered into before 20 June 2005 (these bonds have now all matured).

Clause 6: we will change this clause to the following to clarify when we calculate interest:

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.*

Clause 7: we will change this clause to the following to clarify which account we will pay interest into:

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.

Clause 13 (this is a new clause): we will insert the following new clause to cover what happens if your deposit is due to mature on a non-working day:

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.

Clause 14 (this is clause 13 in your current terms): we will change this clause to the following to clarify which account we will repay your deposit into:

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.

General Terms – Back Page

The wording on the back page above the heading “How to complain” will be replaced with the following wording:

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 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.

Current Accounts Terms

General product name change: all references to HSBC Plus will be changed to HSBC Advance and all references to Graduate Plus will be changed to HSBC Advance (Graduate).

Table: we will make the following changes to the table:

- insert a row in the table to cover the new Bank Account Pay Monthly product (see the row set out below);
- separate HSBC Graduate Bank Account and HSBC Advance (Graduate) Bank Account into two rows; and
- in the “credit interest paid” column, change the answer from Yes to No for Graduate Bank Account, Gap Year Bank Account, International Student Bank Account and HSBC Passport Bank Account.

Clause 1.4: we will insert the following new clause 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.

Clause 5: we will move this clause to become a new clause 6, and will change the heading to “Credit Interest”.

Clause 7: we will delete this clause because it is already covered by clause 47 in the General Terms. This change will affect the clause numbering for some of the subsequent clauses.

Clause 13: we will insert the following new clause 13 (part of this will be moved from clause 32.2 in the current General Terms).

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.

Clause 14.5.2: the final sentence of this clause will be changed to the following:

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.

Clause 15: we will insert a new clause 15, which will cover our new current account product called Bank Account Pay Monthly. If you have Bank Account Pay Monthly, these terms will replace your standalone terms. The content of the terms is the same, but the cross-references and clause numbering will have changed.

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.*

Type of Account	Minimum Age²	Cheque Book	Types of card	Overdraft service available	Credit Interest Paid?	Eligibility Criteria	Default Account (If eligibility not met)
<i>Bank Account Pay Monthly</i>	<i>18</i>	<i>If we agree</i>	<i>Debit Card</i>	<i>If we agree¹</i>	<i>No</i>	<i>Yes</i>	<i>None</i>

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

Table: we will:

- change the order in the table so that it is as follows: Flexible Saver, HSBC Premier Savings Account, High Interest Deposit Account (for children), Regular Saver, Instant Access Savings Account and International Personal Instant Access Savings Account/Foreign Currency Savings Account;
- change the minimum criteria for Regular Saver from 16 years old to the age required for the qualifying current account; and
- re-order the footnotes, but the accounts to which the footnotes apply will stay the same.

Introduction under the table:

- we will no longer have any Private Client Savings Accounts, and so this introduction will be changed to reflect that by deleting the reference to these accounts; and
- next to the wording explaining which payments cannot be made from International Personal/Foreign Currency Savings Accounts,

we will clarify that no payments can be made from these accounts via PIB. We will also remove direct debits from the list of payments.

Clause 1.3: we will delete the first sentence from this clause because you can no longer open a Flexible Saver by making a payment using a non-HSBC Bank plc UK debit card.

Clause 3.2: we will re-order the wording in clause 3.2 for additional clarity but the meaning will not change.

Clauses 4.1 and 4.2: we will insert Bank Account Pay Monthly into these clauses as you may apply for Regular Saver if you have a Bank Account Pay Monthly account.

Clause 4.5: we will change this clause to say that the maximum amount you can deposit is the maximum monthly balance as described in clause 4.6 of the Savings Accounts Terms (this may be more than £250).

Clauses 4.9, 4.10 and 4.12: where we refer to the "first anniversary" in these clauses, we will change it to the "anniversary". This is for additional clarity and does not change the meaning of these clauses.

Clause 4.12: at the end of the final paragraph in this clause we will insert the following wording to cover in more detail what happens if you do not have an account with us to transfer your deposit to:

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.

Clause 5: we will delete this clause because it is already covered by clause 47 in the General Terms.

Price Lists

General Price List and Interest Rates

General product name change: all references to HSBC Plus will be changed to HSBC Advance.

The information on the front of this leaflet will say the following:

*The information, rates and prices in this leaflet are correct as at **1 December 2010**.*

The prices and information in this leaflet apply to your personal account, unless your account is an HSBC Premier, Student, Graduate, HSBC Advance (Graduate), Gap Year, HSBC Passport

or Amanah bank account, in which case you should ask us for the price list that applies to those accounts.

The wording above the heading “HSBC Advance” (this used to say HSBC Plus Bank Account) will be changed to the following:

The prices and information in this leaflet applicable to your account form part of the terms and conditions that apply to your account.

All accounts other than HSBC Advance and Savings accounts do not pay credit interest. For Savings credit interest rates, please see the Savings Interest Rates leaflet. For the HSBC Advance credit interest rate, please see below.

Under the description of the 12 month initial term for HSBC Advance, the paragraph referring to credit interest rates for other accounts will be deleted (this will be replaced by the paragraph set out above). The following paragraphs will also be inserted under the HSBC Advance section:

Bank Account Pay Monthly

Bank Account Pay Monthly fee £15 per month

We will not charge customers with Bank Account Pay Monthly for the following “Managing your Money” services: stopping a cheque, special presentation of a cheque, receiving copies of paper statements more frequently than monthly, and ordering copies of issued statements.

International Account Opening

The International Banking Centre can help you set up bank accounts in over 40 countries.

HSBC Advance £50 per account customers

We will insert “foreign” between “UK” and “currency cash machine” in the first heading under Debit Cards.

We will change the first paragraph in the section on the Overdraft Service to exclude the application of this section to Bank Account Pay Monthly, which will be covered separately.

After the Overdraft Service section, we will insert the following section which explains the overdraft service for Bank Account Pay Monthly.

Overdraft Service – Bank Account Pay Monthly

This section applies to, and forms part of the terms for, Bank Account Pay Monthly.

Buffer limit £50

Interest rate charged 19.9% EAR variable **on all overdrawn balances**

No Arrangement Fees or Return Fees are payable.

Debit interest is calculated on the cleared debit balance of your account, it accrues during your charging cycle (usually monthly) and is deducted from your account following the end of your charging cycle. Before we deduct any debit interest from your account, we will give you at least 14 days’ notice of the amount to be deducted.

If you are switching your banking to us, we will not charge you debit interest on the entire debit balance of your account for up to three months if you have used our switching service.

If you would like more information about your charging cycle, please contact us (see the “important information” section for our contact details).

We will combine the two types of Banker’s Drafts, as the price is the same for all currencies (£20 each).

We will amend the heading “Electronic Transfers” to “Electronic Payments”.

We will insert a new row in the table under the heading “Electronic Payments” to cover Global Transfers:

Payment Types	Branch	TBS	PIB
Global Transfers	N/A	N/A	£5 from 1 January 2011

The currency cut-off times will apply to WorldPay payments as well as Priority Payments and the wording (including the heading) in the section about currency cut-off times will be changed to make this clear. We will delete the description of the two types of cut-off times, because this is covered in the main terms and conditions.

We will insert the following sentence in the General notes and explanations section:

Where we mention “free” in this price list, we mean there is no additional charge.

We will change the EAR definition to the following:

EAR: Effective Annual Rate. This takes account of the interest rate and how often interest is charged, and does not include other fees or charges.

The first paragraph under the heading “For Channel Islands and Isle of Man customers” will be replaced with the following:

In the Channel Islands, HSBC Bank plc is regulated by the Jersey Financial Services Commission for Banking, General Insurance Mediation and Investment Business and 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.

Student and Graduate Price List and Interest Rates

General product name change: all references to Graduate Plus will be changed to HSBC Advance (Graduate).

The information on the front of this leaflet will say the following:

*The information, rates and prices in this leaflet are correct as at **1 December 2010**.*

This leaflet applies to Student, Graduate, HSBC Advance (Graduate) and Gap Year Bank Accounts. The prices and information in this leaflet applicable to your account form part of the Terms (including our General Terms and Current Accounts Terms) as applicable to your account and which are available on request.

We will insert “foreign” between “UK” and “currency cash machine” in the first heading under Debit Cards.

We will pay credit interest on HSBC Advance (Graduate) Bank Accounts, but the credit interest rate is currently 0%. To reflect this, under the heading “Student Bank Account” we will insert the following paragraphs and will delete the reference to HSBC Advance (Graduate) Bank Account from the sentence explaining which accounts do not pay credit interest:

HSBC Advance (Graduate)

Credit Interest	Net %	Gross %	AER % Variable
	0%	0%	0%

Credit interest on HSBC Advance (Graduate) Bank Account is calculated daily on the cleared credit balance and is paid into accounts monthly.

HSBC Advance (Graduate) subscription
£9.95 per month

We will move the following paragraph to underneath the heading “Overdraft Service”:

Overdrafts are available to Students who are 18 years of age and over and who have provided us with their UCAS confirmation letter.

Other than this change, we will delete all the wording in the Overdraft Service section from the heading “Interest rates” to the heading “Arrangement Fees”, because the interest rates are covered in the table summarising the debit interest rates that is in the price list.

In the table summarising the debit interest summary:

- We will delete the words “(Currently 0.5%)” in the first row – this is an explanation of our current base rate.
- We will delete the words “(opened up to 31 May 2007 and from 19 July 2008)” and will delete the third row, because all current Graduate Bank Accounts have the entitlements and rates summarised in the second row in the table.

We will combine the two types of Banker’s Drafts, as the price is the same for all currencies (£20 each).

We will amend the heading “Electronic Transfers” to “Electronic Payments”.

The currency cut-off times will apply to WorldPay payments as well as Priority Payments and the wording (including the heading) in the section about currency cut-off times will be changed to make this clear. We will delete the description of the two types of cut-off times, because this is covered in the main terms and conditions.

We will insert the following sentence in the General notes and explanations section:

Where we mention “free” in this price list, we mean there is no additional charge.

We will change the EAR definition to the following:

EAR: *Effective Annual Rate. This takes account of the interest rate and how often interest is charged, and does not include other fees or charges.*

The first paragraph under the heading “For Channel Islands and Isle of Man customers” will be replaced with the paragraph set out in the last change to the General Price List.

HSBC Premier Price List

Introduction:

- The date will be updated to **1 December 2010**.
- The three paragraphs above the heading “HSBC Premier Bank Account” will be replaced with the following:

This leaflet covers the following, which are also subject to the Terms (including the General Terms, the Current Accounts Terms and the Savings Account Terms) which are available on request:

- *HSBC Premier Bank Account and overdrafts*
- *HSBC Premier Debit Card*
- *HSBC Premier Savings*

The prices and information in this leaflet form part of the Terms as applicable to HSBC Premier

Bank Account/HSBC Premier Savings, and should be read in conjunction with either the HSBC Premier brochure or the HSBC Premier Welcome brochure.

Information about the following products is also included. These products are subject to separate terms and conditions, which will be given to you when you apply for each product:

- *HSBC Premier Credit Card*
- *Mortgages and Homeowner Loans*
- *HSBC Premier MyMoney*
- *HSBC Premier MySavings*
- *HSBC Premier Family Savings*

We will insert “foreign” between “UK” and “currency cash machine” in the first heading under Debit Cards.

We will combine the two types of Banker’s Drafts, as the price is the same for all currencies (£20 each).

We will amend the heading “*Electronic Transfers*” to “*Electronic Payments*” and will amend the table, and the wording under the table, under this heading to the following:

Payment Types		Branch	Telephone Banking	Personal Internet Banking
Domestic Sterling Payments				
Electronic Fund Transfers	<i>to another HSBC account</i>	£12	£12	N/A
	<i>to non HSBC accounts</i>	£30	£30	N/A
International Payments				
Global Transfers via Global View*		N/A	N/A	Free
SEPA Payments		N/A	N/A	£9
WorldPay		£9	£9	£9
Priority Payments	<i>to another one of your HSBC Premier accounts</i>	£20	Free	£17
	<i>to another HSBC account</i>	£20	£20	£17
	<i>to non HSBC accounts</i>	£30	£30	£17

We will charge you £40 for any instructions you send by post.

Please see clause 1 of the General Terms for descriptions of these payments, or alternatively contact us for details.

*Global Transfers are available via Global View within Personal Internet Banking and are currently available between 23 countries worldwide. For a full list of countries and to see the Global View banking demo please visit www.hsbc.co.uk

The currency cut-off times will apply to WorldPay payments as well as Priority Payments and the wording (including the heading) in the section about currency cut-off times will be changed to make this clear.

We will insert the following sentence in the General notes and explanations section:

Where we mention “free” in this price list, we mean there is no additional charge.

We will change the EAR definition to the following:

EAR: *Effective Annual Rate. This takes account of the interest rate and how often interest is charged, and does not include other fees or charges.*

Above the contact details at the end of the price list we will insert the following wording:

For Channel Islands and Isle of Man customers

In the Channel Islands, 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.

In respect of your accounts held at branches in Jersey, Guernsey and the Isle of Man all interest is paid gross except to residents of the European Union. If you are residing in the EU and depending on your circumstances, credit interest may be subject to retention tax. As an alternative, you can opt to have your account details reported ultimately to your local tax authority. Your tax situation will depend on your personal circumstances and we recommend you obtain independent tax advice. Any tax information in this leaflet is based on our understanding of current and proposed legislation and practice. The legislation and practice may be subject to change.

Amanah Price List

Date on opening page: this will be amended to 1 December 2010.

We will insert “foreign” between “UK” and “currency cash machine” in the first heading under Debit Cards.

We will combine the two types of Banker’s Drafts, as the price is the same for all currencies (£20 each).

We will amend the heading “**Electronic Transfers**” to “**Electronic Payments**”.

The currency cut-off times will apply to WorldPay payments as well as Priority Payments and the wording (including the heading) in the section about currency cut-off times will be changed to make this clear. We will delete the description of the two types of cut-off times, because this is covered in the main terms and conditions.

We will delete the heading “Disabled Customers” and the paragraph underneath this heading.

HSBC Passport Price List and Interest Rates

The changes are as for the Amanah Price List, apart from the last change described. In addition, in the HSBC Passport price list, under the heading “For Channel Islands and Isle of Man customers” we will replace the current first paragraph with the paragraph set out in the last change for the General Price List.

Table in Clause 15.1 of the General Terms

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?
Internal Transfers	<p>PIB TBS EB</p> <p>ATM (only transfers between a current account and a nominated savings accounts (not ISAs) or HSBC credit card)</p>	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
Bill Payments	<p>PIB TBS EB</p>	<ul style="list-style-type: none"> • 11.45pm for faster bill payments • 8pm for all other bill payments 	<ul style="list-style-type: none"> • Immediate for faster bill payments to other accounts with us, same day for any other faster bill payments • 3 working days for bill payments to HSBC Bank International branch • 2 working days for other bill payments 	Yes and you can cancel the payment by PIB, TBS or EB up to 11.45pm the day before we send the payment
Electronic Fund Transfers	<p>TBS Branch Post</p>	<p>3.45pm 5pm if payment to HSBC account</p>	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.
Priority Payments	<p>PIB TBS Branch Post</p>	<p>PIB – 3.30 pm TBS – no cut-off Branch – 2pm Currency cut-off times apply</p>	<ul style="list-style-type: none"> • Next working day (within the EEA) • Up to 4 working days (outside the EEA) but this may take longer depending on the country the money is being sent to 	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?
SEPA Payments	PIB	11.45 pm Currency cut-off times apply	2 working days	No
WorldPay	PIB TBS Branch	3.30pm Currency cut-off times apply	<ul style="list-style-type: none"> • 2 working days (within the EEA and in EEA currency) • 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 	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.
Global Transfers	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.
Standing Orders	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"> • Immediate for faster standing orders to other accounts with us (including a credit card with us), same day for any other faster standing orders • 3 working days (for normal standing orders to an account at another bank or to HSBC Bank International branch) 	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

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Issued by HSBC Bank plc.

Customer Information: PO Box 757, Hemel Hempstead, Hertfordshire HP2 4SS

99138-2 MCP37017 06/10 Printed by Communisis ©HSBC Bank plc 2010. All Rights Reserved.