Summary of the HSBC Advance Bank Account Terms and Conditions

This Summary sets out the key details of your HSBC Advance Bank Account and the interest rates and charges that apply to it. It forms part of the HSBC Advance Bank Account Terms and Conditions (Terms). You should read it carefully together with the rest of the Terms, the HSBC Advance welcome brochure, our Banking made easy brochure and all other information we give you when you apply for your Account.

Account features

- Make payments within the UK and overseas.
- HSBC Advance debit card and cheque book on request.
- Overdraft on request (subject to status).
- Access your account through Online Banking, our Mobile Banking App, Telephone Banking, self-service machines, in branch, by post and at the Post Office.

Account benefits

- Preferential rates and terms on selected HSBC products.
- No HSBC non-sterling cash fees when withdrawing foreign currency from cash machines abroad.
- No charge for making payments from your UK accounts to your HSBC accounts worldwide using Global View.
- Emergency overseas encashments.

This is just a summary of benefits - please refer to the HSBC Advance welcome brochure for full details.

HSBC Advance eligibility requirements

You must pay at least £1,750 into your Account each month other than by internal transfer from another personal HSBC Account.

If you don’t meet the eligibility requirements we’ll convert your Account to our Bank Account (details of our Bank Account can be found on our website hsbc.co.uk) and you’ll lose your HSBC Advance benefits. We’ll always tell you at least two months before we do this.
## Account charges

The charges you will pay depend on how you use your Account.

### Payments out of your Account

<table>
<thead>
<tr>
<th>Payment Types</th>
<th>Branch</th>
<th>Telephone Banking</th>
<th>Online Banking</th>
<th>Post</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Payments within the UK</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electronic Fund Transfers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To another HSBC account</td>
<td>£20</td>
<td>£20</td>
<td>n/a</td>
<td>£40</td>
</tr>
<tr>
<td>To non-HSBC accounts</td>
<td>£30</td>
<td>£30</td>
<td>n/a</td>
<td>£40</td>
</tr>
<tr>
<td><strong>Payments overseas</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEPA Payments</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To another HSBC account</td>
<td>n/a</td>
<td>n/a</td>
<td>free</td>
<td>£30</td>
</tr>
<tr>
<td>To non-HSBC accounts</td>
<td>n/a</td>
<td>n/a</td>
<td>£4</td>
<td>£30</td>
</tr>
<tr>
<td>Worldpay</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To another HSBC account</td>
<td>£9</td>
<td>£9</td>
<td>free</td>
<td>£30</td>
</tr>
<tr>
<td>To non-HSBC accounts</td>
<td>£9</td>
<td>£9</td>
<td>£4</td>
<td>£30</td>
</tr>
<tr>
<td>Priority Payments</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To another HSBC account</td>
<td>£20</td>
<td>£20</td>
<td>free</td>
<td>£30</td>
</tr>
<tr>
<td>to non-HSBC accounts</td>
<td>£30</td>
<td>£30</td>
<td>£4</td>
<td>£30</td>
</tr>
</tbody>
</table>

We may charge for all enquiries we receive about a payment unless we’ve made a mistake, but will tell you what the charge is before we start investigating.

For international payments, the recipient’s bank, and any other bank we use to send the payment, may also make a charge. You’ll only have to pay these charges if you choose “sender to pay all charges” when you request your payment.

| Request for a bank draft | £20 each |

### Non-sterling debit card payments (including cash withdrawals)

If we convert the payment to sterling for you, we’ll use the VISA Payment Scheme Exchange Rate that applies on the day we carry out the conversion together with a Non-Sterling Transaction Fee of 2.75% of the sterling amount of the payment. You can get details of the VISA Payment Scheme Exchange Rate by calling us on 03457 404 404 or visiting the card support section of our website at hsbc.co.uk.

### Cash machine withdrawals

Some cash machine owners may apply a charge for withdrawals. They should tell you about this on the screen before you make the cash withdrawal.
Payments into your Account

<table>
<thead>
<tr>
<th>Non-sterling electronic payments</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Payments of £100 or more</td>
<td>£8 each</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sterling electronic payments from banks outside the UK</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Payments of £100 or more</td>
<td>£6 each</td>
</tr>
</tbody>
</table>

We’ll deduct these charges from the payments before we add them to your Account.

Foreign Cheques
We can either negotiate or collect Foreign Cheques to be paid into your Account. Please see the section on “Foreign Cheques” on page 22 for more details.

<table>
<thead>
<tr>
<th>Negotiation – charge per cheque</th>
<th>Collection – charge per cheque</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to £100</td>
<td>£6</td>
</tr>
<tr>
<td>£100.01-£5,000</td>
<td>£12</td>
</tr>
<tr>
<td>£5,000.01-£10,000</td>
<td>£24</td>
</tr>
<tr>
<td>£10,000.01-£50,000</td>
<td>£34</td>
</tr>
<tr>
<td>Over £50,000</td>
<td>£60</td>
</tr>
<tr>
<td>Return fee</td>
<td>£25</td>
</tr>
</tbody>
</table>

Other charges

<table>
<thead>
<tr>
<th>Paper statements more frequently than monthly</th>
<th>£1 each (maximum £10 per request)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copy of a statement</td>
<td>£1 a sheet or free via Online Banking</td>
</tr>
<tr>
<td>Cancelling a bank draft</td>
<td>£10 each</td>
</tr>
<tr>
<td>Posting a warning on a lost or stolen bank draft</td>
<td>£10 each</td>
</tr>
</tbody>
</table>
Overdrafts

Overdrafts are a short-term way to borrow money on your Account. Overdrafts are subject to status.

Overdraft interest

We’ll charge you overdraft interest whenever you have an overdrawn balance on your Account.

Our current overdraft interest rate is 17.9% EAR variable

Representative example
If you use a formal overdraft with a limit of £1,200, the overdraft interest rate will be 17.9% EAR variable.

EAR is the effective annual rate.

Overdraft charges

We’ll charge you an Informal Overdraft Usage Fee on any day your Account is in informal overdraft. An informal overdraft happens when we agree to lend you money to cover a payment from your Account and either:

• the balance on your Account exceeds your formal overdraft limit; or
• your Account goes overdrawn and you don’t have a formal overdraft limit in place.

Our current Informal Overdraft Usage Fee is £5 a day.

We won’t charge a Daily Informal Overdraft Usage Fee if:

• your Account is in informal overdraft by £10 or less;
• your Account has been in informal overdraft for more than 30 consecutive days;
• covering funds are paid in before the end of the day.

We won’t charge:

• more than £80 in Daily Informal Overdraft Usage Fees in a charging month; or
• more in Daily Informal Overdraft Usage Fees than the maximum amount your Account has been in informal overdraft during a charging month; or
• Daily Informal Overdraft Usage Fees if your Account is in informal overdraft because an overdraft charge or interest has been deducted.

A charging month normally starts on the day in the month you originally opened your Account.

In addition, we operate some discretionary policies on Overdraft Usage Fees and interest.

Subject to the Terms, we can, at any time, end your overdraft and ask for this to be repaid immediately. We can also ask you to repay part of your overdrawn balance at any time. If we end or reduce your overdraft this will usually be because there has been a change in your personal circumstances. Please see the question “When will I have to repay my overdraft?” on page 32.
Important things in our Terms you should be particularly aware of

Payments

In certain situations we won’t make payments from your Account. These situations are set out on page 10 and include if you don’t have enough money or an overdraft to cover the payment, or if we reasonably consider there to be a security or fraud risk on your Account.

If you make a payment from your Account and you give us incorrect information about the recipient, you may be responsible if the payment doesn’t reach them. For full Terms about this please see page 24.

You should carefully check your statements as soon as you get them for payments you don’t recognise and tell us about any errors within 13 months. For full Terms about this please see page 23.

In some situations you may be responsible for unauthorised payments from your Account; for example, if you’ve acted fraudulently or haven’t kept your cards and security details safe. Full Terms about who’s responsible for any unauthorised payments from your Account are set out on page 24.

Full Terms about how cheques “clear” are set out on page 21. You’ll usually be able to withdraw the amount of a cheque you’ve paid into your Account three working days later. However, a cheque can be returned unpaid after this time, which will mean the money will be taken back out of your Account. Most cheques cannot be returned unpaid more than six working days after you’ve paid them in.

Set-off

If you owe us money on one account (for example an overdraft, mortgage or credit card) and you hold money in another account (for example a savings account) then we can use that money in accordance with the Terms to repay your debt. We’ll provide you with information about set-off before we do this. For the full Terms on set-off please see page 31.

Joint Accounts

We’ll accept instructions from any joint account holder unless you’ve told us not to or we’re aware of a dispute between you.

Each joint account holder is responsible for all payments made and any overdraft on the Account. For the full Terms that apply to joint accounts see page 25.

Changing the Terms

We can change any of our charges, interest rates, the HSBC Advance eligibility criteria and other terms and conditions that apply to your Account for certain reasons. In most cases we’ll tell you about changes in advance. For full Terms about changes we may make and the reasons we can make changes please see pages 26-29.

Closing your Account

In certain limited situations, we can close your Account immediately; for example, if you’ve seriously or persistently broken these Terms, or if we reasonably consider that if we continue to keep your Account open we’ll be breaking the law. Otherwise we’ll tell you at least two months in advance of closing your Account. For full Terms about closing your Account please see pages 29-30.
Security

You must make sure you keep your card and security details safe and secure at all times and let us know as soon as possible if these are lost or stolen. You may be responsible for payments made from your Account if you haven’t kept your card and security details safe. Please see full Terms on pages 8-9.

HSBC Advance Bank Account
Terms and Conditions

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HSBC Advance Bank Account Terms and Conditions
(the Terms)

These Terms apply to your HSBC Advance Bank Account together with any additional terms and conditions we tell you apply. We’ve structured some of these Terms as questions and answers to help you find the right section. These questions don’t form part of the Terms.

No one else apart from you, us and, if you have a joint Account, any joint Account holder, will have any rights under these Terms.

You must not use your Account for business purposes.

If you want to authorise another person to operate your Account you must sign a Third Party Mandate. You’ll be responsible for the actions of that person when they operate your Account as if they were your own.

1. HSBC Advance eligibility requirements

The HSBC Advance eligibility requirements are set out in the HSBC Advance welcome brochure in your welcome pack and on the front page of these Terms.

If you don’t meet these requirements we’ll change your account to a Bank Account. We’ll give you two months’ personal notice before we do this and provide you with all the relevant information for your new account.

2. HSBC Advance benefits

Full details of your Account’s additional benefits are set out in the HSBC Advance welcome brochure in your welcome pack. Terms and conditions may apply to some of these benefits and these are in your welcome pack.

3. Protecting your Account

How should I protect my Account?

You must take all reasonable precautions to keep your card, security details and HSBC Secure Key safe and to prevent fraudulent use of them.

Examples of how you can do this are in our Banking made easy brochure. You must read through these carefully and ensure you follow them.

We’ll ask you to help us and the police with any investigation into the suspected misuse of your card, security details or HSBC Secure Key.

What should I do if my card or HSBC Secure Key is lost or stolen or I think someone else knows my security details?

If your card, security device (such as your HSBC Secure Key) or your Security Details have been lost or stolen, or you suspect someone has used or tried to use them, you must call us straightaway on one of the numbers set out on the next page. All lines are open 24 hours a day, 7 days a week.
4. Making payments

How can I ask you to make an electronic payment from my Account?

You can ask us to make an electronic payment in the following ways:

• **Online Banking and our Mobile Banking App** – You need to log in, enter the security information we ask for and the payment details (see below). You then need to confirm this information is correct - this is your agreement for us to make the payment.

• **Telephone Banking** – You need to call one of the telephone numbers on the back page of these Terms and provide the security information we ask for and the payment details. We’ll repeat the payment information to you and you’ll need to confirm it’s correct - this is your agreement for us to make the payment.

• **Branch** – You need to provide the payment details to us and we’ll need to verify your identity. When you confirm the payment details are correct, this is your agreement for us to make the payment.

• **Self-service machines** – you need to type out the payment details and confirm they are correct – this is your agreement for us to make the payment.

• **Post** – you can send a letter to any branch. You must include all the payment details (see below) and sign the letter – this is your agreement for us to make the payment.

Which of these methods you can use varies by the type of payment. See our Banking made easy brochure for details.

We may change the security information we ask you to provide to help prevent fraud.

For the payment details that we require please see the “Making payments to other UK accounts” and “International payments” sections below.

When we’ll make payments

We’ll make a payment from your Account if you authorise it in accordance with these Terms and:

• There’s enough cleared money in your Account to cover it; or
• There’s a formal overdraft facility on your Account which covers it; or
• We agree to provide you with an informal overdraft to cover it.

If you ask us to make a payment in the future, one of the above conditions must be met at the start of the day the payment is due to be made (ie 00.01am).
For future bill payments, standing orders and sterling Direct Debits, we’ll still make a payment due to be made on a working day (and won’t recall a Direct Debit payment we’ve already made that day) if, before 3.30pm that day:

- you pay in sufficient cleared money to cover the payment; and
- there’s still a sufficient available balance in your Account to make the payment at 3.30pm.

If the payment is due to be made on a non-working day, we’ll make the payment if you meet the above requirements on the next working day.

We’ll take into consideration all payments due to be made, or that we’ve agreed to make, that day when we decide whether there’s a sufficient available balance to make a particular payment.

We’ll decide which payments to make if it isn’t possible to make them all. We’ll usually pay Direct Debits first, starting with the lowest value payments and then standing orders, again making the lowest value payments first.

### When we won’t make payments

We won’t make a payment (and we won’t be responsible for any loss) if:

- any of the conditions for making a payment set out in this section of the Terms haven’t been met; or
- the payment would exceed any limits we may set; or
- we’re not reasonably satisfied the payment or the payment instruction is lawful; or
- we consider that your Account has been or is likely to be misused; or
- there’s a risk of fraud; or
- we’re ordered to do so by a Court; or
- we’re not able to send the payment by one of the payment methods we use (for example, if a recipient’s bank doesn’t accept the types of payment we can make).

Occasionally, for fraud prevention purposes, we may have to contact you to re-confirm some payments (for example high value payments) or ask for additional security information. If we leave a message asking you to contact us, you must do so as soon as possible. We’ll decline payment requests made through telephone banking or Online Banking if you don’t call us back. We’ll usually make card payments provided there’s no reason for us to think other transactions on your Account are suspicious.

### If we don’t make one of your payments

- **For standing orders, Direct Debits and cheques** — we’ll let you know in writing the first time we don’t make a payment.
- **For other payments** — we’ll usually tell you when you ask us to make that payment.

You can call us for details of the reason(s) why we haven’t made a payment and the procedure for correcting any factual errors leading to it not being made. This information will be available immediately.

We may be unable to let you know that we haven’t made any payment and why for fraud prevention or security reasons.
General conditions for making payments

The payment systems we use to send electronic payments use the recipient’s sort code and account number. The recipient’s bank may only use these details when applying the payment to the recipient’s account. You must make sure you give us the correct sort code and account number; if you don’t, it’s unlikely your payment will reach the intended recipient.

We’ll only process payments into your Account using the sort code and account number or BIC and IBAN.

We may set limits on payment amounts which we’ll make available to you when you ask us to make a payment. We may also set internal limits for security purposes, but won’t make these available to you.

What will you do if a payment has been made into my Account by mistake?

<table>
<thead>
<tr>
<th>Who has made the mistake?</th>
<th>What we’ll do</th>
<th>When we’ll do this</th>
<th>When we’ll tell you</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bank that has made the payment to your Account</td>
<td>Deduct the payment from your Account and return it.</td>
<td>Up to 17 working days after the payment has been made into your Account.</td>
<td>As soon as we can, unless this would compromise our reasonable security measures or it’s unlawful to do so.</td>
</tr>
<tr>
<td>A customer of another bank has paid money into your Account by mistake</td>
<td>1. We may deduct the payment from your Account and return it if we reasonably believe that the payment has been made into your Account by mistake; or 2. We may prevent you from using the amount of the disputed payment if we reasonably believe that the payment has been made into your Account by mistake whilst we investigate further.</td>
<td>Up to 10 working days after the payment has been made into your Account.</td>
<td></td>
</tr>
</tbody>
</table>

In all other situations, we’ll contact you for your instructions.

If a payment is made into your Account as a result of fraud we can deduct it from your Account at any time.

If we deduct a payment from your Account and this leads to your Account either:
• going overdrawn and you don’t have a covering formal overdraft facility on your account;
  or
• going over an existing formal overdraft limit

then we’ll treat this as an informal overdraft request from you.
Suspension of payment facilities

We can ask you to return your card to us or suspend your use of your card, telephone or Online Banking if we think it’s reasonably necessary because:

• we have concerns about the security of your card, Online Banking or telephone banking; or
• we suspect that your card, Online Banking or telephone banking has been used fraudulently or in an unauthorised way; or
• there’s a significantly increased risk that you’ll be unable to repay any overdraft on your Account; or
• there are UK or European legal obligations we have to meet.

We’ll usually give you advance notice of any suspension and tell you why. However, we won’t do so if this would compromise our reasonable security measures or it’s unlawful to do this. Occasionally we may not be able to contact you to give you advance notice.

You can ask us to lift any suspension by calling us.

5. Making payments to other UK accounts

Types of payments you can make

You can make internal transfers, bill payments, standing orders, Direct Debits, electronic fund transfers and currency account transfers from your Account to other accounts in the UK.

What information do I have to provide for you to make a payment?

We need:

1. The sort code and account number of the account you’re making a payment to. These are the details we require to identify the recipient’s account.
2. The date you want us to make the payment.
3. The name of the person/organisation you’re paying.
4. The amount of the payment.
5. Any reference.

In addition, for standing orders, you need to tell us how often you want the payment to be made and for how long.

The above doesn’t apply to Direct Debits which you set up directly with the person/organisation you’re paying.
### How long does it take for electronic payments to reach the bank of the person organisation I’m paying?

<table>
<thead>
<tr>
<th>Payment type</th>
<th>How long it takes for the payment to reach the recipient’s bank</th>
<th>Cut-off time (London, UK) for us to start making the payment that day (see further details below)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internal transfers</td>
<td>Immediate</td>
<td>11.45pm</td>
</tr>
<tr>
<td>Bill payments</td>
<td>Immediate for bill payments to other accounts with HSBC Bank.</td>
<td>11.45pm for bill payments made through the faster payments service</td>
</tr>
<tr>
<td></td>
<td>Three working days for bill payments to HSBC Bank International branch accounts.</td>
<td>3.30pm for other bill payments.</td>
</tr>
<tr>
<td></td>
<td>Same day for all other bill payments.</td>
<td></td>
</tr>
<tr>
<td>Electronic fund transfer</td>
<td>Same day</td>
<td>2.30pm</td>
</tr>
<tr>
<td></td>
<td>5pm for payments to other HSBC Bank accounts.</td>
<td></td>
</tr>
<tr>
<td>Standing orders</td>
<td>Immediate to other HSBC Bank accounts; two hours to HSBC Bank credit card accounts.</td>
<td>The end of the working day before the first payment in branches or by post.</td>
</tr>
<tr>
<td></td>
<td>Three working days to HSBC Bank International branch accounts.</td>
<td>Two working days before the first payment if you use telephone banking or Online Banking.</td>
</tr>
<tr>
<td></td>
<td>Same day for any other standing orders.</td>
<td></td>
</tr>
<tr>
<td>Direct Debits</td>
<td>On the Direct Debit payment date.</td>
<td>We must receive the payment request from the person you’re paying by 10.30pm two working days before the Direct Debit payment date.</td>
</tr>
</tbody>
</table>

#### Cut-off times

Bill payments not made through the faster payments service, electronic fund transfers and standing orders can only be made on working days. If you ask us to make one of these types of payments on a non-working day we won’t start to make it until the next working day.

If we receive your payment instructions after the cut-off times set out above we’ll start making the payment:

- the next day for internal transfers and bill payments made through the faster payments service, or
- the next working day for all other types of payments.

#### Fraud checks

Payments may be delayed if we carry out fraud checks.
Can I change my mind after I’ve asked you to make a payment?

If you’ve asked us to make a payment immediately you cannot cancel it.

If you’ve asked us to make a payment in the future you can cancel as follows:

- **Internal transfers and bill payments** – up to 11.45pm the day before we send the payment.
- **Electronic fund transfer** – up to 3.30pm the working day before we send the payment.
- **Standing orders** – up to 11pm the day before we send the payment.
- **Direct Debit** – up to the end of the day before we send the payment by using telephone banking or in a branch.

Details of the ways you can cancel are set out in our Banking made easy brochure.

What happens if the person I am paying has switched their account to another bank?

If the Current Account Switch Service advises us that an account you’re making a payment to has been switched to another provider, we’ll update your instruction with the new sort code and account number.

6. Your debit card

How can I use my card?

You can use your card at our self-service machines, LINK cash machines in the UK and cash machines displaying the “VISA” sign abroad. You may need to enter your card PIN. Other providers may charge you to use their cash machines. You’re responsible for paying these charges. We’re not responsible if you can’t use your card in another provider’s machine.

You can use our self-service machines to pay money to charity. We take the money from your Account straightaway and transfer it to an account with us in that charity’s name.

You can buy pay-as-you-go mobile phone top-ups at our self-service machines. This service isn’t available in the Channel Islands and Isle of Man. You must make sure you enter the correct mobile telephone number as we won’t be responsible, or provide a refund, if you enter the wrong number.

Charity donations and mobile telephone top-ups count towards your daily cash withdrawal limit.

You must not use your card in one of our self-service machines if we’ve advised you it is out of order.

Can I use my card at Post Office® branches?

You can use Post Office® branches in the UK (but not in the Channel Islands or Isle of Man) to:

- check your Account balance and
- pay in and withdraw cash from your Account

using your card and its PIN.
You can also pay cheques into your Account by inserting your cheque and a pre-printed paying in slip into a paying-in envelope and handing this to a Post Office® cashier.

Post Office Limited are our agents in providing these services to you. The Post Office® is a registered trademark of Post Office Limited in the UK and other countries.

Where can I use my debit card?

You can use your card to make payments to retailers that display the “VISA” sign, both in the UK and abroad.

If your card displays the symbol, you can use it to make contactless payments up to the limit we set. We’ll advise you of this limit when we send you your card. Contactless payments can be made at retailers who accept these types of payments – you’ll normally see the above symbol on their payment terminal.

You can authorise a debit card payment in the following ways:

- if you’re at a retailer’s premises, you must enter your card PIN into the card keypad or provide a signature. You must also produce evidence of your identity if the retailer asks you to do so. If you want to make a contactless payment you must remove your card from your purse or wallet to make sure the right card is used and then tap it on the retailer’s card terminal. In some cases you’ll also be asked to enter your PIN or provide a signature for a contactless payment;
- if you’re shopping online or by telephone, you can make a debit card payment by providing some of your personal and card details and the 3-digit security number on the back of the card.

If you’re making a payment over the internet you may have to register for Verified by Visa. If you don’t we may not authorise your payment. Once registered, you’ll be required to enter certain characters from your Verified by VISA password each time you make a debit card payment online.

We won’t be responsible if a retailer refuses to accept your card.

Can I use my card for foreign currency payments?

You can use your card to make payments or cash withdrawals in a foreign currency.

If you want us to convert the payment/cash withdrawal to sterling then you must select to pay in the foreign currency. We will carry out the conversion and deduct the sterling amount from your Account. If you select to pay in sterling, the conversion will be done by the retailer or self-service machine owner.

You can find details of the exchange rate we apply and our fees under the non-sterling debit card payments section at the start of these Terms.

Can I change my mind after I’ve used my card?

You cannot cancel a cash withdrawal after you’ve pressed the button on the keypad agreeing to it.

You cannot cancel a debit card payment once you’ve authorised it.

You can cancel a recurring debit card payment up to the end of the working day before the next payment date. You can cancel by either telling the retailer or us.
When we deduct card payments from your Account

<table>
<thead>
<tr>
<th>Type</th>
<th>When we carry out the deduction:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Card payment in the UK, Channel Islands or Isle of Man</td>
<td>Normally the first working day after the retailer’s bank asks for the payment to be made. We’ll make the payment to the retailer’s bank that same day.</td>
</tr>
<tr>
<td>Card payment outside the UK, Channel Islands or Isle of Man</td>
<td>When we receive details of the payment from VISA, at the latest the next working day.</td>
</tr>
</tbody>
</table>

When we deduct cash withdrawals from your Account

<table>
<thead>
<tr>
<th>Type</th>
<th>When we carry out the deduction:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sterling cash withdrawals from self-service machines in the UK, Channel Islands and the Isle of Man</td>
<td>Same day</td>
</tr>
<tr>
<td>Sterling cash withdrawals from the Post Office®</td>
<td>Same day</td>
</tr>
<tr>
<td>Non-sterling cash withdrawals at non-HSBC Bank self-service machine inside and outside the UK, Channel Islands and Isle of Man</td>
<td>When we receive details of the withdrawal from VISA, at the latest by the next working day. If you instructed the self-service machine owner to convert your cash withdrawal into sterling, we’ll deduct the cash when we receive details of the withdrawal from the self-service machine operator.</td>
</tr>
<tr>
<td>Cash withdrawals made over the counter at one of our branches</td>
<td>Same day</td>
</tr>
</tbody>
</table>

7. International payments

What types of electronic international payments can I make from my Account?

You can use Currency Account Transfers, SEPA Payments, Worldpay Payments, Priority Payments and Global Transfers to make payments in a foreign currency or to make payments abroad.

What payment details do I have to provide?

You must provide us with the following payment details:

1. details of the recipient’s bank, including their SWIFT Bank Identifier Code (BIC) address, sort code or national bank code;
2. the recipient’s bank account number or IBAN (International Bank Account Number);
3. the name and address of the person you’re paying;
4. your own account number (and IBAN for a SEPA payment), name and address;
5. the amount of the payment;
6. any reference;
7. A reason why you’re making the payment (for payments into certain countries only).

Please also see the section “General Conditions for making payments” earlier in these Terms for information about which details banks use when applying payments to recipients’ accounts.

---

**How long does it take for international electronic payments from my account to reach the bank of the person/organisation I am paying?**

<table>
<thead>
<tr>
<th>Payment type</th>
<th>How long it takes for the payment to reach the recipient’s bank</th>
<th>Payment cut-off time (see further details about cut-off times below)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Global Transfer</td>
<td>Immediate, unless we’re unable to convert your transfer into the currency of the receiving account before we send it. In that case the transfer will take up to five days. Occasionally a transfer may take slightly longer than five days due to local regulatory requirements in certain non-EEA countries, eg China.</td>
<td>N/A</td>
</tr>
<tr>
<td>Currency Account Transfer</td>
<td>Next working day except for payments to Moroccan Dirham accounts (up to two working days).</td>
<td>Currency cut-off times apply (see below)</td>
</tr>
<tr>
<td>SEPA Payment</td>
<td>Next working day</td>
<td>Currency cut-off times apply (see below) For SEPA Direct Debits we must receive the payment request from the person you’re paying by 15.00 at least two working days before the payment date.</td>
</tr>
<tr>
<td>Worldpay Payment</td>
<td>• Next working day if the payment is to an account within the EEA and in an EEA currency. &lt;br&gt;• All other Worldpay payments usually take up to six working days, but may take longer depending on the country the money is being sent to.</td>
<td>2.30pm  &lt;br&gt; Currency cut-off times apply (see below)</td>
</tr>
<tr>
<td>Priority Payment</td>
<td>• Next working day if the payment is to an account within the EEA.  &lt;br&gt;• All other Priority Payments – up to four working days, but may take longer depending on the country the money is being sent to.</td>
<td>2.30pm  &lt;br&gt; Currency cut-off times apply (see below)</td>
</tr>
</tbody>
</table>
Cut-off times

There are two types of cut-off times:

1. Payment cut-off times which are set out in the above table; and
2. Currency cut-off times that vary depending on the currency you ask us to make the payment in.

The currency cut-off times for the payments in the above table are set out below.

- Euro and sterling payments – 2.30pm on a working day.
- Any other EEA currency – 2pm on a working day.
- Non-EEA currencies – please ask us for details.

If we receive your payment instructions after the earliest of the two cut-off times, we’ll start making the payment on the next working day.

What exchange rate will you apply to payments I send abroad?

You can ask us to convert a payment into a different currency before we send it. The HSBC Exchange Rate applies to all conversions apart from Global Transfers, when the HSBC Global Transfers Exchange Rate will apply. These are variable rates which change frequently.

If you ask us to make a payment immediately, we’ll provide details of the exchange rate and you’ll have the opportunity to accept or reject the rate before you confirm you want us to send your payment.

If you ask us to make a payment in the future, we will apply the HSBC Exchange Rate/Global Transfers Exchange Rate at the time we make the payment.

For Global Transfers between accounts in different currencies:

- If the receiving account is in a currency we can convert your Global Transfer into, we’ll convert your transfer into that currency before sending it. We can convert into most currencies, including all EEA currencies and US dollars;
- If the receiving account is in a currency we can’t convert your transfer into, we’ll provide you with an indicative exchange rate when you ask us to make the transfer. The currency conversion will be carried out by the HSBC Group company that provides you with the receiving account when they receive the transfer, using their exchange rate at that time. Details of currencies we’re unable to convert into can be found at hsbc.co.uk/global-transfers.

If

- a payment we converted into a foreign currency is returned to us; or
- we’re unable to make the payment after we’ve converted it for any of the reasons set out in the “When we won’t make payments” section above;

we’ll convert that payment back into sterling using the HSBC Exchange Rate that applies at that time. This means the amount added back to your Account could be less than the original amount of the payment. We’re not responsible for this.

Where can I find details of the HSBC Exchange Rate?

You can get details of the HSBC Exchange Rate by calling us, in any branch or through Online Banking.

If you’ve asked us to make a payment on a date in the future, you can check the HSBC Exchange Rate:

- by calling us before midnight the day before we make your payment; and
• for online payments, using the currency calculator in the international payments section of Online Banking.

Can I change my mind after I’ve asked you to make a payment?

If you’ve asked us to make a payment immediately you cannot cancel it. The only exceptions to this are if you’ve made two identical SEPA Payments in error or a SEPA payment has been made fraudulently by someone else from your Account. In that case you can cancel the payment within 10 working days.

If you’ve asked us to make a payment in the future, you can cancel as follows:
• **Global Transfers** - through telephone banking before 6pm (5pm at weekends) the day before we send the payment’ or through Online Banking before 6am the day before we are due to send the payment;
• **Currency Account Transfer, SEPA, Worldpay or Priority payment** - in branch or by post before 3pm (or through Online Banking before 23:59) the working day before we’re due to send the payment.

8. Cheques you write

How long will it take for a cheque I’ve written to be deducted from my Account?

<table>
<thead>
<tr>
<th>How the cheque is paid in</th>
<th>When the cheque is deducted from your Account</th>
</tr>
</thead>
<tbody>
<tr>
<td>At your branch</td>
<td>Same day</td>
</tr>
<tr>
<td>Into another HSBC Bank account</td>
<td>Same day</td>
</tr>
<tr>
<td>Cashed by you at an HSBC branch</td>
<td>Same day</td>
</tr>
<tr>
<td>Cashed by you at a Post Office® branch (you must agree this with us in advance)</td>
<td>Three working days after you pay it in, provided you pay it in before the relevant Post Office® branch cut-off time.</td>
</tr>
<tr>
<td>Specially Presented</td>
<td>On the day we receive your cheque.</td>
</tr>
<tr>
<td>All other cheques</td>
<td>Usually two working days after the person you’ve given the cheque to pays it into their account.</td>
</tr>
</tbody>
</table>

Can I write a future date on a cheque?

You mustn’t write a future date on a cheque as the person you’ve given it to may pay it into their account before that date. We won’t be responsible if we pay one of your cheques before the date you’ve written on it. If you want to make a future dated payment you should call us or use Online Banking.
General conditions about cheques

You must take reasonable precautions to stop anyone altering or forging your cheques.

You must only write cheques in the currency of your Account.

You must tell us as soon as possible if you want to stop a cheque. We won’t be able to stop a cheque after 1.30pm on the day we receive it for payment.

If one of your cheques is lost or stolen you must call us immediately.

We may pay a cheque you’ve written even if the date on it is more than six months old. If you’re asked to write a replacement cheque as the original one has been lost, it’s your responsibility to cancel the original cheque before writing the new one.

Banking of cheques for payment will be subject to the rules and clearing processes of any cheque clearing system(s) used.

9. Payments into your Account

Cash

<table>
<thead>
<tr>
<th>Method of payment in</th>
<th>When the cash will show in your Account and be available for you to withdraw</th>
<th>Procedure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over the counter at our branches</td>
<td>Immediately</td>
<td>Complete a paying-in slip</td>
</tr>
<tr>
<td>At our self-service machines that accept payments in and which automatically count your cash</td>
<td>Immediately</td>
<td>Complete a paying-in slip</td>
</tr>
<tr>
<td>At our self-service machines that accept payments in</td>
<td>The same working day, provided you pay in before the cut-off time displayed on the machine. If you pay in after the cut-off time the cash will show in your Account the next working day.</td>
<td>Complete a paying-in slip</td>
</tr>
<tr>
<td>Using your card at any Post Office® branch</td>
<td>Immediately</td>
<td>Swipe your card through the card reader and hand your cash to the cashier.</td>
</tr>
</tbody>
</table>

A maximum limit of £1,000 applies to cash payments in at Post Office® Local branches.

At other banks if they allow you to do so – they may charge you | Immediately after we receive your cash from the other bank. | Depends on the other bank’s procedures. |
10. Cheques you receive

How long does it take for the amount of a cheque I’ve paid in to show in my account?

For sterling or euro cheques issued in the UK and paid into branches of UK banks in the UK, Channel Islands and Isle of Man:

<table>
<thead>
<tr>
<th>The day the amount of the cheque shows in your Account balance</th>
<th>The day we take the amount of the cheque into account when we calculate any overdraft interest</th>
<th>The day the amount of the cheque is available to withdraw</th>
<th>The last day a cheque can be returned unpaid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day 0</td>
<td>Two working days later (day two)</td>
<td>Three working days later (day three)</td>
<td>For sterling cheques drawn on and paid in at a UK bank, usually six working days after the cheque was received by us.* Other cheques – no time limit</td>
</tr>
</tbody>
</table>

For example, if a UK sterling cheque is paid into a UK bank on a Monday:

<table>
<thead>
<tr>
<th>Monday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Tuesday the following week. The cheque amount will be deducted from your Account by 9am Wednesday</th>
</tr>
</thead>
</table>

Day 0 means the day we receive the cheque. If you pay in a cheque after a cut-off time then this means we’ll receive the cheque the next working day. Details of our cheque cut-off times are in our Banking made easy brochure.

Because we process overnight, the deduction of an unpaid cheque from your Account can happen up to 9am seven working days after the cheque has been received by us.

* A cheque may be returned unpaid more than six working days after we received it if:
  • You are, or we reasonably suspect you are, knowingly involved in a fraud concerning the cheque; or
  • If you’ve given your express consent.

If you pay a cheque into the branch where your Account is held, you’ll usually be able to withdraw the amount of the cheque on the next working day. We’ll take the amount of the cheque into account when we calculate any overdraft interest on that day.

If you pay in a cheque at a Post Office® branch before that Post Office® branch cut-off time, we’ll receive your cheque on the next working day. The above timescales will start on the day we receive your cheque from the Post Office®.

If you pay a cheque into your Account and are more than three working days into the process of switching your Account to another provider, we’ll send your new provider the amount of the cheque four working days after the day you paid it in.
What happens if a cheque I’ve paid in is returned to you unpaid?

If a cheque is returned unpaid we’ll deduct the amount of the cheque from your Account. If this leads to your Account either:

- going overdrawn, and you don’t have a covering formal overdraft facility on your account; or
- going over an existing formal overdraft limit;

we’ll treat this as an informal overdraft request from you.

Can I pay a cheque made payable to someone else into my Account?

You can pay a cheque made payable to someone else into your Account if the person to whom it’s payable has signed the cheque on the back. We can also ask for other details before we accept it.

However, this doesn’t apply to a cheque marked “account payee only” or “not transferrable”, which can only be paid into the Account of the person it’s made payable to.

Foreign cheques

You can pay both cheques drawn in a foreign currency and cheques drawn on foreign banks into your Account. We’ll agree to either “negotiate” the cheque or send it for collection. We charge in both instances, and you may also have to pay foreign agents charges and charges imposed by the bank on which the cheque is drawn.

<table>
<thead>
<tr>
<th>Negotiation of a cheque</th>
<th>Collection of a cheque</th>
</tr>
</thead>
<tbody>
<tr>
<td>We’ll immediately add the cheque amount (less our charges) to your Account. If we need to convert the cheque amount into sterling we’ll apply the HSBC Exchange Rate. If the cheque is returned unpaid we’ll deduct the amount of the cheque from your Account. If the cheque was converted into sterling then we’ll reconvert it back to the currency of the cheque using the HSBC Exchange Rate before we make the deduction. There’s a charge if a foreign cheque is returned unpaid.</td>
<td>We’ll collect the amount of the cheque first and then pay that money into your Account. We may wait for a short time before paying the money into your Account to make sure that the cheque isn’t going to be returned unpaid. We’ll convert the amount we receive into sterling using the HSBC Exchange Rate before we pay it into your Account.</td>
</tr>
</tbody>
</table>

We’re not responsible for any losses that result from changes to the HSBC Exchange Rate.

You must sign on the back of a foreign cheque you want to pay into your Account using the exact same name given on the front of the cheque.
11. What happens if things go wrong?

What if I don’t recognise a payment from my Account?

You must check your statements regularly and carefully and call us immediately if you don’t recognise a transaction or think we’ve made a payment incorrectly.

If you tell us that you didn’t authorise a payment, we’ll immediately refund your Account with the payment amount and any interest or charges you’ve paid as a result of that payment. We’ll have no further responsibility to you.

If we later become aware that we’re not responsible for the unauthorised transaction, we’ll deduct the amount of the refund from your Account.

We won’t make an immediate refund if we suspect fraud or that you intentionally or with gross negligence failed to keep your card, security device (e.g. HSBC Secure Key) or your security details (including PINs and passwords) safe. However, we’ll investigate the transaction as quickly as possible.

You must tell us about any unauthorised payments within 13 months of the date of the payment; otherwise you may not be entitled to have any errors corrected.

Can I get a refund if I’ve authorised a payment in advance but the payment amount wasn’t available at that time (for example a hotel room service bill)?

If you authorise a payment and:
• the authorisation didn’t set out the exact amount of the payment; and
• the amount of the payment exceeds the amount you could reasonably be expected to pay, taking into account your previous spending pattern, the Terms and all other circumstances;

you can ask us for a refund within eight weeks of the payment being deducted from your Account (subject to your additional rights under the Direct Debit Guarantee Scheme). We won’t make a refund if you’ve agreed with us for the payment in question to be made and, where appropriate, details of the payment are provided or made available to you at least four weeks before the payment is deducted from your Account.

You must provide us with any further appropriate information we ask for so we can decide whether we should make a refund. We’ll make any refund or provide you with our reasons for refusing your request within 10 working days of receiving all the information we require.
Who is responsible for unauthorised payments or fraud on my Account?

<table>
<thead>
<tr>
<th>Event</th>
<th>Who is responsible for the unauthorised payments and all losses that result from this?</th>
</tr>
</thead>
<tbody>
<tr>
<td>You act fraudulently</td>
<td>You’re responsible</td>
</tr>
<tr>
<td>You let another person use your card or your security details or your Account</td>
<td>You’re responsible</td>
</tr>
<tr>
<td>You intentionally or with gross negligence don’t use your card, telephone banking or Online Banking in accordance with these Terms</td>
<td>You’re responsible</td>
</tr>
<tr>
<td>You don’t keep your card, HSBC Secure Key or your security details safe</td>
<td>You’re responsible</td>
</tr>
<tr>
<td>You intentionally or with gross negligence don’t notify us as soon as possible of the loss or theft of your card, security details or HSBC Secure Key, or if you suspect someone has tried to use any of them</td>
<td>You’re responsible</td>
</tr>
<tr>
<td>If someone else uses your card before you receive it</td>
<td>We’re responsible, unless you’ve acted fraudulently</td>
</tr>
<tr>
<td>If your card has been used to purchase goods via the telephone, internet or mail order or you’ve purchased goods or services via Online Banking or telephone banking</td>
<td>We’re responsible, unless you’ve acted fraudulently</td>
</tr>
<tr>
<td>After you’ve told us that your card or security details have been lost or stolen</td>
<td>We’re responsible, unless you’ve acted fraudulently</td>
</tr>
<tr>
<td>If we haven’t provided the facilities for you to tell us that your card or any Security Details have been lost or stolen</td>
<td>We’re responsible, unless you’ve acted fraudulently</td>
</tr>
<tr>
<td>If you’ve asked us to make a payment and provided the correct payment details</td>
<td>We’re responsible, unless we can prove the recipient’s bank has received the payment within the usual timescales for making the payment</td>
</tr>
<tr>
<td>You’ve provided us with incorrect payment details. The section on “What information do I have to provide for you to make a payment?” in Part 5 sets out the payment details we require from you.</td>
<td>You’re responsible</td>
</tr>
</tbody>
</table>

**Tracing payments**

If you ask us to, we’ll make reasonable efforts to trace and recover an incorrect payment, and will tell you the outcome.

**Responsibilities**

We’re not responsible if we don’t comply with any of the Terms:

- due to abnormal or 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.
12. Joint Accounts

I’m a joint account holder – do we all have to give you joint instructions?

Unless you tell us otherwise in writing, any joint account holder can take the following actions in relation to a joint account:

• instruct us to make or stop payments,
• apply for an overdraft,
• request any information about the Account,
• close the Account.

We’ll send each joint Account holder a statement unless you ask us not to.

If we convert a sole account to a joint account, any joint account holder(s) will be able to access information from any point in the account history, including when it was a sole account.

We won’t convert joint accounts into sole accounts unless one of the account holders dies (see below).

What happens if there’s a dispute between joint account holders?

If we become aware of a dispute between joint Account holders, we’ll require all instructions on the joint Account to come from both/all of you going forward. This includes payment instructions, withdrawals and account closure instructions.

We may also suspend your use of Online Banking and ask you to return your card and cheque book to us.

You can also tell us at any time that we must only accept instructions from both you and your joint Account holder going forward.

What happens if one joint Account holder dies?

Once we receive evidence of the death of one of the joint Account holders, we’ll transfer the Account into the name of the remaining joint Account holder(s). This is subject to any rights that we, or another person (for example, a beneficiary under the will of the person who has died), may have in respect of the Account.

Mental incapacity

If we receive notice that one joint Account holder has become mentally incapable we won’t allow withdrawals, accept new payment instructions or an instruction to close the Account from the remaining joint Account holder(s) from that time.

We’ll only be able to make payments that were authorised before we received notice of mental incapacity until either an Attorney or Receiver (or a Curator in Jersey) is appointed to act for the person who is mentally incapable.
13. Balance information and statements

When will I get a statement?

We’ll either post you a paper statement regularly (at least every 12 months), or your statement will be available to view within Online Banking.

You can ask us to post you a paper statement free of charge if you:
• normally receive paper statements; and
• have made a payment from your Account; and
• wouldn’t normally receive a paper statement covering the month you made the payment.

What is the difference between the balance and available balance on my Account?

The balance on your Account can include payments still being processed (for example card payments) and doesn’t include the amount of any formal overdraft facility.

The available balance includes cleared funds in your Account and any formal overdraft facility.

Note: In Online Banking and on Express Bank machines, you can see payments due to be credited to your Account one working day before they show on your statement. However, these payments may be returned or recalled by the person making the payment, and therefore may never be added to your statement.

Court orders

We have to comply with any Court Order or Order from the Child Maintenance and Enforcement Commission we receive. This may mean we have to make deductions from your Account and payments may not be processed or may be reversed.

If a bankruptcy petition or sequestration order is presented against you in the UK then we’ll:
• suspend your ability to make payments through telephone banking and Online Banking;
• ask you return your card and cheque book;
• not be able to make payments from your Account without a Court Order, and
• set up a separate account in your name in which any future payments to you will be held.

14. Making changes

When we can make changes

When can you make changes to interest rates, charges, HSBC Advance eligibility requirements and benefits and these Terms?

We can make changes to interest rates, our charges, the HSBC Advance eligibility requirements and benefits and these Terms at any time if we reasonably believe that the change is to your advantage, or is needed for any one or more of the following reasons (which may relate to circumstances existing at the time or those which are expected to apply in the near future):
(a) to respond proportionately to changes in general law or decisions of the Financial Ombudsman Service;

(b) to meet our regulatory requirements;

(c) to reflect new industry guidance and codes of practice;

(d) to respond to the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar organisation.

(e) to allow us to make reasonable changes to the way in which we manage the Account as a result of changes to technology or the systems we use, including introducing new services or facilities or replacing an existing service of facility with a new one.

Are there any other reasons when you can change interest rates?

We can also change the interest rate (both credit interest and Overdraft interest) at any time:

1. to respond proportionately to changes in the Bank of England base rate, other specified market rates or indices or tax rates;
2. to proportionately reflect other legitimate costs in providing the Account (including our funding costs);

We can also change interest rates for any other valid reason.

Are there any other reasons when you can change charges?

We can also change charges at any time to proportionately reflect legitimate increases or reductions in the costs of providing the Account, services or facilities (including our funding costs).

We can also change charges for any other valid reason.

Can you change the HSBC Exchange Rate and the HSBC Global Transfers Exchange Rate?

We can change the HSBC Exchange Rate and the HSBC Global Transfers Exchange Rate, which are reference rates, immediately and without giving you prior notice.

Do you have a right to make changes to interest rates, charges, HSBC Advance eligibility requirements and benefits and other Terms for reasons not stated in this section?

Yes. We can make any change so long as we give you advance notice and you’re able to close your Account, or end a service that relates to an Account, before the change takes effect without charge.

We need this flexibility to change because we need to be able to manage how we provide this Account over a long period of time, and it’s very difficult for us to anticipate all the circumstances when we might need to change the way the Account works. If you don’t like any change we make in this way, you have the right to close your Account and move to a new account either with us or with another bank.
How will you tell me about changes you want to make?

How will you tell me about the change to credit interest?

- If we introduce credit interest or increase the rate of interest, we’ll either tell you personally within 31 days, or within three working days provide the details in a notice in the press and on our Rates and charges notice in branches. We’ll also display this information on our website.
- If we reduce the rate of credit interest or remove it, we’ll tell you personally at least two months in advance.

How will you tell me about a change to Overdraft interest?

Overdraft interest based on an underlying reference rate

We may agree with you that the Overdraft interest you pay is based on an underlying reference rate such as the Bank of England Base Rate or the HSBC Base Rate.

We’ll change Overdraft Interest within one day of any change to the reference rate. The new rate will be on your statement.

We can change the amount by which your Overdraft Interest Rate is set above or below the reference rate. Or we can remove the linkage between your Overdraft Interest Rate and the reference rate. In each of these situations, we’ll tell you personally before the change happens; if the change is unfavourable to you we’ll tell you at least 30 days in advance.

Overdraft interest not based on an underlying reference rate

If we’re reducing the Overdraft interest rate we’ll either:
- tell you personally within 31 days; or
- within three working days provide the details in a notice in the press and on our Rates and charges notice in branches.

If we’re increasing the Overdraft interest rate we’ll tell you personally at least 30 days in advance.

How will you tell me about changes to charges?

Overdraft charges

- If we increase or introduce new overdraft charges, we’ll tell you personally at least 30 days in advance.
- If we reduce overdraft charges we’ll tell you personally within 30 days of the change being made.

Other charges

If we change the other charges set out in these Terms (including introducing new charges), we’ll tell you personally at least two months in advance.
How will you tell me about other changes?

If we make changes to:
- the Account benefits and Eligibility Requirements in the Summary;
- the “set-off” section in “Important Things in our terms you should be particularly aware of”; and
- sections 1-2, 8, 10 and 16-17;

we’ll tell you personally at least 30 days in advance if the change is disadvantageous. For other changes we’ll tell you within 30 days of the change.

If we make changes to:
- the Account features in the Summary;
- “Important Things in our terms you should be particularly aware of” (apart from the set-off section – see above);
- Sections 3-7, 9, 11-15 and 18-21; and
- the Glossary;

we’ll tell you personally at least two months in advance.

Can you change payment information in your Banking made easy brochure?

Throughout these Terms we have referred to our Banking made easy brochure for further information on certain payments-related matters. There is also important information about us, who we are regulated by and how you can make a complaint in Banking made easy. If this information changes, we will tell you personally at least two months in advance.

What can I do if I don’t like a change you’ve made to interest rates, charges or terms and conditions?

If we provide you with notice that we’re going to make a change to Terms, you can close your Account before that change takes effect without charge. You can of course close your Account at any time anyway.

If you don’t tell us that you want to close your Account, then we’ll assume you’ve accepted the change and it will take effect automatically.

15. Closing your Account

Cooling-off period

A 14 day cooling-off period applies after we open your Account. During this time you can close your Account in any branch, by writing to us at PO BOX 6125, Coventry, CV3 9GW, by calling us on 03457 404404 or via Online Banking.

If you applied for your Account by telephone the cooling-off period will start from the day after you receive these Terms.
How can I close my Account?

You can close your Account at any time in any branch, by calling us or in writing.

You can also tell us using Online Banking if:
• you’ve at least two accounts with us or First Direct; and
• you’re transferring the balance on the Account you’re closing to another account you have with us.

If you close your Account we’ll withdraw all the HSBC Advance benefits.

Can you decide to close my Account?

We can close your Account immediately and without notice if you’ve seriously and persistently broken any of the Terms, including where:
• you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally; or
• your Account is, or we reasonably suspect your account is, being used for an illegal purpose; or
• you are, or we reasonably suspect you may be, acting fraudulently; or
• your behaviour is improper, for example you act in a threatening or violent manner towards staff; or
• you weren’t entitled to open your Account or take out your service; or
• we’ve demanded that you repay an overdrawn balance on your Account to us and you fail to do so; or
• you haven’t provided us with adequate information that we’ve requested in relation to your liability for tax; or
• if we reasonably consider that by continuing the contract we may break a law, regulation, code, court order or other duty; or we, or another HSBC Group company, may be exposed to action or censure from any government, regulator or law enforcement agency.

We can close your Account for any reason provided we give you two months notice.

When your Account is closed

If you close your Account, we’ll deduct any charges and interest which haven’t yet been applied to your Account before paying the balance of the Account to you.

If you switch your Account to another provider using the Current Account Switch Service (CASS), before your Account is closed we will deduct any outstanding interest and charges that haven’t yet been applied to your Account before sending the balance to your new account.

You’re responsible for cancelling payments into and out of your Account.

You must destroy any unused cheques and your card by cutting them into at least six pieces.

If, after account closure, we pay any card or cheque payments authorised by you, or any charges relating to them, you’ll be responsible for these.

If you’ve switched your Account, payments will be forwarded and redirected for 13 months from the switch date. If someone tries to make a payment into your Account after its been closed, we’ll take reasonable steps to return the payment to them.
16. Set-off (using money in one account to meet a debt on another account)

What does “set-off” mean?

If you:
• have money in a sole or joint account with us; and
• owe us money on another sole or joint account (this could be an overdraft, loan, credit card or any other credit product):

we can use the money you have with us to reduce or repay the amount you owe us.

This is our right of “set-off”.

We can use this right in the following ways:

<table>
<thead>
<tr>
<th>Account in credit held in the name of:</th>
<th>Right of set-off can be applied against amounts owed on accounts held by:</th>
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Does this only apply in the UK?

Unless prevented by law, we will use our right of set-off in relation to any sole or joint accounts that you hold with any HSBC Group company anywhere in the world.

Exceptions

We cannot use our right of set-off:
• against any money in an account in your name which you’ve told us isn’t yours;
• against any money which we’re required to hold by law in an account in your name for someone else;
• in a way that doesn’t comply with any law, regulation, code of conduct or industry guidance;
• against any money in an account that we think you need to cover essential living expenses or certain important debts.

Will you tell me before you use your right of set-off?

If we’re considering using our right of set-off:
• we’ll provide you with general information about our rights and the circumstances when we may use our right of set-off in advance, and
• we may convert to sterling any balance that is in a currency other than sterling at the HSBC Exchange Rate that applies at the time.
17. Overdrafts

How can I apply for an overdraft on my Account?

You must be at least 18 to apply for an overdraft. Overdrafts are subject to status.

Overdraft requests are classed as “formal” or “informal”.

A formal overdraft request is where you ask us for an overdraft facility in advance of making any payments that would take your Account overdrawn.

If you authorise a payment that would take your Account:
• Overdrawn (if you don’t have a formal overdraft); or
• Over the limit of a formal overdraft

this is an informal overdraft request. Every time you authorise such a payment, this constitutes a new informal overdraft request.

If we agree to provide an informal overdraft to cover a particular payment, we’ll provide you with this for 31 days.

Overdraft charges

We’ll charge you overdraft interest on both formal and informal overdraft balances. We’ll charge you overdraft interest on both formal and informal overdraft balances. We’ll calculate overdraft interest each day and deduct it from your Account once a month unless we’ve agreed something different with you. Details of our current overdraft interest rate can be found on our website.

We’ll also charge you an Informal Overdraft Usage Fee on any day your Account is in informal overdraft. Please see the “Overdraft Interest and Overdraft Charges” sections at the start of these Terms for more details.

We’ll give you at least 14 days notice before deducting any overdraft interest or charges from your Account.

What happens if you don’t agree to my overdraft request?

• If we don’t agree to a formal overdraft request we’ll tell you when you apply.
• If we don’t agree to an informal overdraft request, we won’t make the payment you’ve authorised.

When will I have to repay my overdraft?

Overdrafts are a short-term way to borrow money. You must make regular payments into your Account and tell us straightaway if you’re not able to do this.

We can, at any time, end your overdraft. If we do this, we’ll send you a demand in writing asking you to repay the overdrawn balance on your Account to us immediately. We can also ask you to repay part of your overdrawn balance at any time. If we end or reduce your overdraft this will usually be because there has been a change in your personal circumstances.
Joint Accounts

All joint Account holders are responsible for repaying any overdraft on a joint Account. We can demand repayment of the overdraft from all or any of the joint Account holders.

Text alerts

To try to help you avoid charges, if we hold a mobile telephone number for you we may send you text messages:

- if we’ve agreed an informal overdraft on your Account; or
- if there’s an insufficient available balance in your Account to meet payments due to be made that day.

You can opt out of receiving these text messages by calling us.

It may not be possible for us to send you text messages on every occasion set out above (for example, if there are problems with our systems or if it’s after 10.45pm) and you must continue to monitor your Account carefully yourself.

We’ll send these text messages to the most recent mobile telephone number we hold for you. You must tell us as soon as possible if you change your mobile telephone number.

18. Contacting you

We’ll use any contact details we have for you to contact you for service and operational reasons; for example, to tell you about changes to the Terms.

If you’re registered for Online Banking we may also contact you using the secure e-message facility within Online Banking.

You must tell us as soon as possible if any of the contact details we hold for you change.

We may record telephone numbers that you call us from. In limited circumstances we may contact you using these numbers, but only if we haven’t been able to contact you on the numbers you’ve provided to us.

19. Your information

General Information

We won’t disclose Customer Information to anyone, other than where:

- we’re legally required to disclose;
- we’ve a public duty to disclose;
- our, or a third party’s legitimate business purposes require disclosure;
- the disclosure is made with your consent; or
- it’s disclosed as set out in this “Your information” section.

Where we refer in this Your information section to the HSBC Group this includes HSBC Bank.
How do you collect Customer Information?

Members of the HSBC Group may collect, use and share Customer Information (including information about you, your transactions, your use of our products and services and your relationships with the HSBC Group). Customer Information may be:

- requested by members of the HSBC Group or on their behalf;
- collected from you directly, from someone acting on your behalf or from anywhere else, eg credit reference agencies;
- combined with other information available to members of the HSBC Group.

How do you use Customer Information?

We'll process, transfer and disclose Customer Information to:

- provide Services;
- deal with any of your transactions;
- meet Compliance Obligations;
- perform Financial Crime Risk Management Activity;
- collect any money you owe us;
- perform credit checks and obtain or provide credit references;
- enforce or defend the rights of a member of the HSBC Group;
- for internal operational requirements of members of the HSBC Group (including, for example, product development, insurance, audit and credit and risk management);
- manage our relationship with you (including marketing and market research if you agree to them); and
- verify your identity.

Who will you share Customer Information with?

When we use Customer Information for the purposes set out above, we may transfer and disclose it as follows:

- to any member of the HSBC Group and anybody who provides services to them or their agents;
- to any Authorities;
- to persons acting on your behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses and clearing or settlement systems;
- to other financial institutions, fraud prevention agencies, trade associations, credit reference agencies and debt recovery agents;
- to any introducing broker to whom we provide instructions or referrals, or from whom we receive them;
- to any third party:
  1. in connection with any reorganisation, sale or acquisition of any HSBC Group member’s business;
  2. we use to provide banking and card services to you; and
  3. for marketing purposes where you’ve consented to marketing.

The above Recipients may also process, transfer and disclose Customer Information for the purposes set out above and they may be in countries where data protection laws don’t provide the same level of protection as in the UK.
However, whether it’s processed in the UK or overseas, Customer 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.

What are my responsibilities?

- You must tell us in writing about any changes to Customer Information provided to any member of the HSBC Group within 30 days of the change.
- You must promptly provide any Customer Information requested by any member of the HSBC Group.
- Before you provide any personal data or tax information about a Connected Person to a member of the HSBC Group, you must first tell them about, and obtain their agreement to, their information being processed, transferred and disclosed as set out above. You must also tell them that they can access and correct their information.

You’re responsible for complying with your tax obligations (and Connected Persons are responsible for complying with theirs), such as payment of tax and filing of returns, in all countries where those obligations arise and relating to the opening and use of accounts and Services provided by members of the HSBC Group. Some countries’ tax laws may apply to you even if you don’t live there or are not a citizen of that country. No member of the HSBC Group provides tax advice or is responsible for your tax obligations in any country, including in connection with any accounts or Services provided by members of the HSBC Group. You should seek independent legal and tax advice.

What happens if I don’t meet my responsibilities?

If:
- You don’t promptly respond to our requests for Customer Information; or
- You don’t agree that we can disclose, agree or process Customer Information in accordance with this Your information section (other than for marketing or market research purposes); or
- a member of the HSBC Group suspects Financial Crime;

then we may:
- be unable to provide all or part of the Services to you and can end our entire relationship with you;
- take necessary steps for any member of the HSBC Group to meet the Compliance Obligations; and/or
- block or close your account(s).

If you don’t give us Tax Information about you or a Connected Person when we request it, we may make our own decision about your tax status. This may result in us reporting you to a tax authority, withholding any amounts from products or services you have with us and paying those to the appropriate Tax Authority.

What actions do you take to prevent financial crime?

Members of the HSBC Group may carry out Financial Crime Risk Management Activity. Exceptionally, this may result in members of the HSBC Group delaying or refusing either to process a payment or your instructions, or to provide all or part of any Services to you.

No member of the HSBC Group shall be responsible to you or any third party for any loss incurred as a result of any member of the HSBC Group carrying out Financial Crime Risk Management Activity.
How can I get a copy of the information you hold about me?

You can make a written request for a copy of certain personal records we hold about you. The current fee is £10 per request from each individual.

Do you use credit reference agencies?

If you apply for a current account or credit, we may use details of your credit history obtained from a credit reference agency to assess your ability to meet financial commitments.

We may also share information with credit reference agencies:
- About how you manage any current accounts or borrowing from us.
- If we make demand for repayment of a debt and you don’t repay the amount owing, or make and keep to acceptable repayment proposals within 28 days (provided there’s not a genuine dispute about the amount you owe). This may affect your ability to obtain further credit.

Credit reference agencies record details which will form part of your credit history regardless of whether you proceed with your application for an account or borrowing. If you make several applications in a short period of time this may temporarily affect your ability to obtain credit.

If you make a joint application for a current account or credit, an association linking your financial records with those of the other joint applicant(s) will be created by credit reference agencies. The credit history of your “associates” may be taken into consideration in any future application for credit. This association will remain in place until you file a “notice of disassociation” with credit reference agencies.

More information is set out in our leaflet “Credit Scoring, Credit Reference and Fraud Prevention Agencies” available on our website, from branches or by calling 0800 587 7008 (textphone 0800 028 3516). Please also call this number if you want details of the credit reference and fraud prevention agencies we use. Lines are open 8.30pm to 6pm Monday to Friday, excluding public holidays.

Do you store information on my computer when I use your website or receive emails from you?

When you use any device to access HSBC Group websites, information may be stored and accessed on your device:
- to improve your experience;
- to improve the functionality, security and performance of those websites;
- to provide you with marketing; and/or
- to provide us with information about how those websites are used and how you arrive at those websites; and/or
- to ensure that marketing information displayed to you when you use HSBC Group websites is more likely to be relevant and of interest to you.

If you receive emails from or on behalf of the HSBC Group, they may include technologies to track, for market research purposes, if you open the emails and if you use internet links within them. Further information on our cookie policy, website terms and privacy statement can be found on our website.
Are there any other ways you use my information?

To ensure we carry out your instructions accurately, to help us improve our service and in the interests of security, we may monitor and/or record your communications with us such as telephone calls and conversations in branch. In the interests of security and preventing crime we may use closed circuit TV in and around our premises for the monitoring and collection of sound and/or visual images. All recordings remain our sole property.

We may make and keep copies of identification evidence that you provide.

If you change your mind about receiving marketing information or about participating in market research you should tell us.

This “Your information” section will continue to apply even if this agreement is ended by you or us.

20. Account transfers

Would you ever transfer me to a different account?

We can transfer you to another account we believe is appropriate for you if:

• your Account is no longer going to be sold by us; or
• you don’t meet the HSBC Advance eligibility requirements.

We’ll always give you at least two months notice that we’re going to transfer you to a different account. Once your Account has been transferred, you can close it within 60 days with no charge.

Can you transfer my Account to a different bank?

We can transfer all of our rights in relation to your Account to someone else.

We can transfer all of our obligations in relation to your Account but only to someone we reasonably consider capable of performing them equally as well as us and who is authorised or recognised by our regulator as being able to accept deposits. This won’t reduce any of your rights in relation to your Account.

Can I transfer my Account to another person?

You cannot transfer any of your rights and obligations in relation to your Account, or your Account itself, to any other person.
21. General

We participate in the unclaimed assets scheme. If there has been no activity from you on your Account for at least the last 15 years we may transfer any money in your Account to the unclaimed assets scheme at Reclaim Fund Limited. We’ll tell you at least 30 days before we do this. We’ll then close your Account. You’ll still have the right to your money – you should ask us for information about how to get your money back. The transfer of money to the unclaimed assets scheme won’t affect any entitlement you may have to compensation under the Financial Services Compensation Scheme.

If we allow you some extra time to meet your obligations in these Terms or don’t use some of our rights, this doesn’t mean that we’ll do so again.

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<th>Where you opened your Account</th>
<th>Which country’s laws apply to these Terms and how we dealt with you before you opened your Account</th>
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</thead>
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<tr>
<td>UK (except Scotland)</td>
<td>England and Wales</td>
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<tr>
<td>Scotland</td>
<td>Scotland</td>
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<tr>
<td>Channel Islands and Isle of Man</td>
<td>The island where your Account was opened</td>
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</tbody>
</table>

You can take legal proceedings against us in the UK, Channel Islands, Isle of Man or in the country where you live.

These Terms are, and any communications we send to you will be, in English.

Glossary

**Account** means your HSBC Advance Bank Account.

**Agreement** means the Terms and any additional terms and conditions we tell you apply.

**Authorities** includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the HSBC Group.

**Bill payment** means a payment you make to someone else’s account in the UK.

**Compliance Obligations** means obligations of the HSBC Group to comply with:

a) Laws or international guidance and internal policies or procedures;

b) any demand from Authorities or reporting, disclosure or other obligations under Laws; and

c) Laws requiring us to verify the identity of our customers.

**Connected Person** means any other person or entity with whom you have a connection relevant to your relationship with the HSBC Group and whose information is received by a HSBC Group member either directly from you or otherwise, in connection with the provision of Services. Examples include a guarantor, recipient of a payment, anyone who has opened or operates an account on your behalf or anyone entitled to the money in an account.

**Contactless card** means a debit card you can use to make contactless payments, ie payments when you don’t always have to enter a card PIN.

**Currency Account Transfer** means a transfer you make in a foreign currency to another one of your HSBC Bank accounts in the UK.

**Customer Information** means your Personal Data, confidential information, and/or Tax Information or that of a Connected Person.

**Direct Debit** means a regular payment to someone else’s account. The person or organisation to whom a Direct Debit is paid can change the amount of the Direct Debit but should give you advance notice of this.
EEA means all the countries in the European Union together with Iceland, Norway and Liechtenstein.

Electronic Funds Transfer means a payment you make to someone else’s account which is made through a service called the Clearing House Automated Payment System (CHAPS).

Financial Crime means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or break any Laws relating to these matters.

Financial Crime Risk Management Activity means any action to meet Compliance Obligations relating to the detection, investigation and prevention of Financial Crime. This may include:

1. screening, intercepting and investigating any communication, application for Services or any payment, whether sent to or by you or on your behalf;
2. investigating the source of or intended recipient of money;
3. combining Customer Information with other related information in the possession of the HSBC Group; and/or
4. making further enquiries as to the status of a relevant person or entity, whether they are subject to a sanctions regime or confirming their identity or status.

Foreign Cheque means either a cheque in a foreign currency drawn on a bank anywhere or a sterling/euro cheque drawn on a bank abroad.

Global Transfer means a payment to one of your other HSBC accounts using Global View within Online Banking. A full list of countries you can make payments to can be found at hsbc.co.uk/advance.

HSBC Group and any member of the HSBC Group means HSBC Holdings plc, and/or any of its affiliates, subsidiaries, associated entities and any of their branches and offices.

Internal transfer means a transfer you make to another one of your HSBC Bank accounts.

Laws include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to HSBC or a member of the HSBC Group.

Mobile Banking App or App means our Mobile Banking Application which can be downloaded to any mobile device that runs an operating system supported by us.

Online Banking means our Online Banking service for personal customers.

Overdraft interest means interest you pay for any overdraft on your Account.

Personal Data means any information relating to an individual from which they can be identified.

Priority Payment means an international payment or a foreign currency payment to another account in the UK.

Recipient means the person receiving the money being paid (this may be another person, or it may be you if you’re sending a payment to another account you have or are withdrawing cash).

Security Details means all PINs and passwords you use to access your Account by any method, eg telephone banking, Online Banking, debit card.

SEPA payment means a payment in euros to an account within the European Economic Area, Switzerland and Monaco. SEPA payments cannot be made from accounts held in the Channel Islands and Isle of Man.

Services means (a) the opening, maintaining and closing of your accounts with Us, (b) providing you with credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining our overall relationship with you, including marketing services or products to you, market research, insurance, audit and administrative purposes.

Special Presentation means we’ll post a cheque to the bank it’s drawn on and they confirm whether the cheque will be paid.

Standing Order means a regular payment (for a set amount) to someone else’s account.

Tax Authorities means UK or foreign tax, revenue or monetary authorities (for example, Her Majesty’s Revenue and Customs).

Tax Certification Forms means documentation issued or required by a Tax Authority or by us at any time to confirm your tax status or the tax status of that of a Connected Person.

Tax Information means documentation or information about your tax status.

Terms means these HSBC Advance Bank Account Terms and Conditions.

UK means England, Scotland, Wales and Northern Ireland.

We, us, our, HSBC Bank means HSBC Bank plc.

Working day means Monday to Friday, excluding bank holidays.

Worldpay payment means an international payment in the currency of the country where the recipient’s account is held.
Customers with disabilities

If you’d like this in another format such as large print, Braille or audio, please contact us. A textphone service is also available for customers with hearing and/or speech impairments. If you use your own textphone you can call us on 08457 125 563 (+44 207 088 2077 from overseas).