General Terms and Conditions

Current Accounts Terms and Conditions

Savings Accounts Terms and Conditions

Effective from 10 November 2014
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General Terms and Conditions

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

Additional Conditions include the following, as applicable to your product/service: (1) the Current Accounts Terms and Conditions (the “Current Accounts Terms”); (2) the Savings Accounts Terms and Conditions (the “Savings Accounts Terms”); (3) all overdraft interest and credit interest rates that apply to your product/service; (4) all charges (including daily Informal Overdraft Usage Fees) 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 to you. You will be given a price list when you take out your product/service with us, and you can also find details of overdraft interest and credit interest rates and charges by telephoning us, looking on our website, or by asking staff in our branches.

If any Additional Conditions contradict the General Terms, then the Additional Conditions will apply. The product/service you have with us should not be used for business purposes.

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.

Channel Island and Isle of Man customers only:

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

We would draw your attention to the following clauses for specific information relating to customers of the Channel Islands and Isle of Man: 21.3.6 (Cheques returned unpaid and paying in cheques); 39.7 (European Savings Directive and credit interest); 40 (Bankruptcy Orders); 48 (Governing Law); the penultimate page of this booklet (General Information (including Depositor’s Compensation Scheme). The Channel Islands and Isle of Man are not in the Single European Payments Area.

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.

<table>
<thead>
<tr>
<th>Account type</th>
<th>From the UK, Channel Islands and Isle of Man</th>
<th>From abroad</th>
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<tr>
<td>UK accounts</td>
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<td>+44 1226 261 010 (Customer Service Centre: 8am to 10pm) (Automated Service: 24 hours)</td>
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<tr>
<td>Channel Islands/Isle of Man accounts</td>
<td>03456 006 161 (Customer Service Centre: 8am to 10pm) (Automated Service: 24 hours)</td>
<td>+44 1226 261 010 (Customer Service Centre: 8am to 10pm) (Automated Service: 24 hours)</td>
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<tr>
<td>HSBC Premier customers</td>
<td>03457 70 70 70</td>
<td>+44 1226 260 260</td>
</tr>
<tr>
<td>Textphone for all accounts</td>
<td>03457 125 563</td>
<td>+44 207 088 2077</td>
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Section 1 – Payment Services

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

Part A – contains the information you must provide to us when you make a payment and the different ways in which you can ask us to make a payment. Part A also includes important security information.

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

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

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

Part A

1. Different types of payments into and out of your account

Details of the different types of payments we offer are set out in our Banking made easy brochure. We can change this information by giving you at least two months’ advance personal notice. Some types of payment are not available on certain accounts or via certain channels.

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

2.1. Priority Payments, Worldpay payments and SEPA payments you make and international payments you receive

2.1.1. You must provide us with all the following details to enable us to make a Priority Payment, Worldpay payment or SEPA payment:

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

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

2.2. Electronic Fund Transfers, Bill payments (including faster bill payments) and internal transfers

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

• the sort code and account number for the recipient’s account;
• the date the payment is to be deducted from your account;
• the recipient’s name;
• any reference identifying the payment (including a reference to you or the recipient);
• the amount of the payment; and
• a reason why you’re making the payment (for payments into certain countries only).

2.2.2. If you do not have the sort code and account number for the recipient’s account but have made a payment to the recipient within the last 13 months from your account and we have set their information up on your account, then we can make the payment in the absence of this information with your agreement.

2.2.3. Payments can only be made via Express Bank machines if the recipient’s details are set up on your account, or if the recipient is one of a selection of large companies set up on our systems (please ask for details), for example, a utility company.

2.3. Standing orders (including faster standing orders)

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

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

2.4. We use payment systems to send electronic payments. Payment systems will use the recipient’s sort code and account number (or BIC and IBAN) when sending a payment. All
other information you have provided, such as the recipient’s name, will be sent to the recipient’s bank but may not be used when the payment is applied to the recipient’s account. You must make sure that you provide us with the correct sort code and account number because if you don’t it is likely that your payment will not reach the recipient.

2.5. If we are notified by the Current Account Switch Service that a person you are making a payment to has switched their account to another provider, we will update your instruction with the new sort code and account number.

3. Online Banking (OB)

Depending upon the account you have you may be able to make some payments through Online Banking by logging on, using your user ID and providing other security information that is personal to you that we request. We may notify you from time to time of changes in the security information we may require for accessing Online Banking. When you have provided your payment instructions, you will be asked to confirm those instructions. This will be your agreement for us to make the payment.

4. Telephone Banking Service (TBS)

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

4.2. Telephone Banking Service is available provided you have a touch tone telephone, your identity can be verified, and your account permits it, by using a security number or by speaking to a Customer Service Representative and completing security procedures. Further details about setting up a personal security number for telephone banking are in our Banking made easy brochure. We can change this information by giving you at least two months’ advance personal notice.

4.3. You can contact us via Telephone Banking Service by calling the applicable number set out in the table before Section 1 of the General Terms.

4.4. Our Automated Service enables you to:

4.4.1. obtain your balance, see clause 25.6, which provides more detail about balance information;
4.4.2. obtain details of recent transactions;
4.4.3. transfer money between your accounts;
4.4.4. make certain types of payments; and
4.4.5. speak with a Customer Service Representative in relation to other enquiries.

You cannot make transfers or other payments from accounts on which you must give us notice to withdraw or transfer money, unless you speak with a Customer Service Representative.

4.5. Your instructions

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

4.5.2. On satisfactory completion of our security procedures, we can act on any instructions given to us, even if these instructions were not given by you or with your authority. Please also see clause 27.5 which sets out details of our liability for unauthorised transactions.

4.6. Availability of Telephone Banking Service

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

5. Branch

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

6. Self-service machines

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

7. Post

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

8.1. General

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

8.2. Issuing a card and Card Personal Identification Number (“Card PIN”)

8.2.1. We will only send you a card if you ask for one or to replace a card already held. We may ask you to activate any new/replacement card you receive from us before you can use it.

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

8.2.3. We will issue you with a Card PIN. We will not reveal your Card PIN to anyone but you. You can use your Card PIN with your card for withdrawing money and using other services available from self-service machines.

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

8.3. Your card and your account

8.3.1. You must not use your card after the end of the month it expires, or after we have asked you to return it to us or told you that its use is suspended. Please also see clause 27.8 of this Section 1, which provides more detail on the suspension of the use of cards.

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

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

8.4. Returning your card

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

8.5. Self-service machines

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

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

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

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

8.5.4. We will be responsible for any money lost if there is a fault on one of our self-service machines of which we have not notified you by a message on the screen or a notice on the machine. If we have notified you of a fault on one of our self-service machines, you should not use your card, and if you do we will not be liable for any loss. The number of self-service machines we make available will vary from time to time.

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

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

8.5.7. You can use your debit card to:

- make certain charitable donations. The money will be deducted from your account immediately. All donations will be paid into an account with us in the relevant charity’s name; and
- purchase mobile phone top-ups for “pay-as-you-go” mobile phones at our self-service machines. You must ensure that you enter the correct mobile telephone number when purchasing mobile phone top-ups as we will not provide a refund if you enter an incorrect mobile telephone number. This service is not available in the Channel Islands and Isle of Man.

Using either of these services will reduce your daily cash withdrawal limit from our self-service machines by the amount of the payment you have made. We will not be responsible if you cannot use your card in a machine operated by another financial institution or third party.
9. Important Security Information

9.1. 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.

9.2. If any card, PIN, security device 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 Telephone Banking or Online Banking security details and lines are closed, please call without delay the applicable number for Cards and Card PIN issues and we will block access to your account via Telephone Banking Service (to re-set your relevant security details you will need to call the usual number during opening hours).

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

9.4. We will ask you to co-operate with us and the police in relation to any investigation into the actual or suspected misuse of your card, passwords, PIN(s), security details, Secure Key and/or accounts. You must report any unauthorised transactions to the police within seven days of our request.

9.5. If you find your card after having called us under clause 9.2, you must not use it again. You must cut it into at least six pieces and return it to us immediately.

<table>
<thead>
<tr>
<th>Issue</th>
<th>From the UK, Channel Islands and Isle of Man</th>
<th>From abroad</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cards and Card PINs</td>
<td>03456 007 010</td>
<td>+44 1442 422 929</td>
</tr>
<tr>
<td>Telephone Banking Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Issues for:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>UK accounts</td>
<td>03457 404 404 (8am to 10pm)</td>
<td>+44 1226 261 010 (8am to 10pm)</td>
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<td>Channel Islands/Isle of Man</td>
<td>03456 006 161 (8am to 10pm)</td>
<td>+44 1226 261 010 (8am to 10pm)</td>
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<tr>
<td>HSBC Premier customers</td>
<td>03457 70 70 70</td>
<td>+44 1226 260 260</td>
</tr>
<tr>
<td>Textphone for all issues</td>
<td>03457 125 563</td>
<td>+44 207 088 2077</td>
</tr>
</tbody>
</table>

Part B

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

10.1. We will make a payment from your account if you authorise it in accordance with these Terms, and:

• there is enough cleared money in your account to cover it; or
• there is a formal overdraft facility on your account which covers it; or
• we agree to provide you with an informal overdraft to cover it.

10.2. 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).

10.3. This clause only applies to bill payments, standing orders and sterling Direct Debits. If you do not meet the requirements set out in the previous clause, we will still make a payment that is due to be made on a working day (or will not recall a Direct Debit payment we have made that day) if, before 3.30pm on the day the payment is due to be made:

• you pay in sufficient cleared funds; and
• there is a sufficient available balance to cover the payment at 3.30pm.

If the payment is due to be made at a weekend or on a bank holiday then we will make the payment if you meet the requirements of this clause on the next working day.

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

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

10.6. We will decide which payments to make if it is not possible to make them all. We will usually
pay Direct Debits first, starting with the lowest value payments and then standing orders, again making the lowest value payment first.

10.7. We'll not make a payment (and we'll not be responsible for any loss):

• if any of the conditions set out in this Section 1 have not been met (this includes if we do not agree to an informal request for an overdraft to cover the amount of the payment); or

• if the payment would exceed any limits we may set (please see clauses 15.3 and 18.2 for more details about limits); or

• if we are not reasonably satisfied the transaction or the instruction is lawful; or

• if we consider that your account has been or is likely to be misused; or

• for fraud prevention purposes; or

• if we are 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).

10.8. If we refuse to make a payment that you have requested: for standing orders, Direct Debits and cheques, we will write to you on the first occasion a payment is refused; and for other payments you will normally be told when you request the payment, unless we suspect fraud or it would otherwise be unlawful – please see clause 26 for details about our fraud prevention measures and what we do if we suspect fraud. If you telephone us, we will tell you if a payment has been refused, the reasons for the refusal (if we are able) and the procedure for correcting any factual errors that led to the refusal. This information will be available immediately after our refusal of your instruction. We will not be able to provide you with details in any of these ways if it is unlawful for us to do so.

11. Foreign payments

11.1. General

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 applied to your payments will appear on your statement. The HSBC exchange rate will apply to all currency conversions we carry out apart from Global Transfers when the HSBC Global Transfers Exchange Rate will apply.

11.2. Payments you make

11.2.1. 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, and which you agree by going ahead with the payment or by confirming the rate specifically. The exchange rate we apply to future dated and recurring payments will be the HSBC exchange rate (or the HSBC Global Transfers Exchange Rate for Global Transfers) applicable at the time your payment is processed. You can get details of the HSBC Exchange Rate by calling us. If you’ve asked us to make a payment on a date in the future, we’ll convert it using the HSBC Exchange Rate at the time we process your payment. 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.

11.2.2. When you instruct us to make a payment involving a currency exchange, we will check to see if you comply with clause 10.1. If you do, then we will carry out the currency exchange. After we have done this we will check again that you still comply with clause 10.1. If you do not or there is any other reason why we cannot make the payment, we will convert the payment back into the original currency at the exchange rate applicable at that time. If this leads to a loss or a gain due to an unfavourable or favourable movement of the exchange rate, you agree that we can deduct the amount of that loss from your account, or credit your account with the amount of the gain, as applicable.

11.2.3. 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 exchange rate applicable when we receive the returned payment. We are not responsible for any fluctuations in the exchange rate.

11.2.4. Subject to clause 14.4, if you are able to 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 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.

11.2.5. 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.

11.2.6. 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.

11.2.7. For payments other than those described
in clause 11.2.6, unless you ask us to deduct all charges made by agents, intermediary banks and/or the recipient’s bank from your account, these charges will be deducted from the amount of the payment.

11.3. Payments you receive

11.3.1. 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 exchange rate applicable when we receive the payment. We will then add the payment to your account.

11.3.2. We will make a charge for foreign currency payments into your account and deduct it from the payment into your account. This includes payments in the currency of your Foreign Currency/International Personal Current Accounts. Details of the charges are in the price list that is applicable to your account.

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

12. Interest on payments you make and receive

12.1. You will receive credit interest (where it applies) on the amount of a payment up to the time the payment is deducted from your account. If your account is overdrawn, you will be charged overdraft interest (where it applies) on the amount of a payment from the time the payment is deducted from your account.

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

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

13.1. We may charge for some payments/services we provide at the rates set out in the price list applicable to your account. You authorise us to deduct all charges from your account when you give your instructions, or if the charge applies to payments you receive, when we add the payment to your account.

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

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

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

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

14.3. The maximum execution time (the time it takes for the payment to reach the recipient’s bank), is set out in clause 15.2 and in clauses 15.3 to 21. This does not include the day on which we receive the instruction. The day we receive your instruction for this purpose will depend on whether your payment instructions were received before or after the cut-off time.

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

14.5. If you instruct us to make a payment on a future date, we will begin to process the payment on the date you specify. In this case, whether you may cancel your instructions will vary for different types of payment and for different ways in which
the payment is requested. Information about cancelling is set out in our Banking made easy brochure. We can change this information by giving you at least two months’ advance personal notice.

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

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

Part C

15. Internal transfers, bill payments (including faster bill payments), Electronic Fund Transfers, Currency Account Transfers, Priority Payments, SEPA payments, Worldpay, Global Transfers and standing orders (including faster standing orders)

15.1. Information about how you can request us to make a payment for each of the payment types set out above, and whether you can arrange for a payment to be sent on a future date is set out in our Banking made easy brochure. We can change this information by giving you at least two months’ advance personal notice.

15.2. The maximum execution times for payments to reach the recipient’s bank are as follows;

• Internal transfers – immediate.
• Bill payments – immediate for bill payments to other accounts with us. Three working days for bill payments to HSBC Bank International branch accounts. The same day for all other bill payments.
• Electronic Fund Transfers – same day.
• Global Transfers – immediate for payments made in an EU currency (including sterling). Up to five days for all other currencies.
• Currency Account Transfers – next working day except for Moroccan Dirham accounts which may be up to two working days.
• Priority payments – next working day (within the EEA). Up to four working days (outside the EEA) but this may take longer depending on the country the money is being sent to.
• SEPA payments – next working day.
• Worldpay – next working day (within the EEA and in EEA currency). Up to six 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.
• Standing orders – immediate for standing orders to other accounts with us (up to two hours to a credit card account with us). Three working days for standing orders to HSBC Bank International branch accounts. Same day for any other standing orders.

15.3. We may set limits on the payments you can make from your account. 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.

15.4. Automatic Transfers

15.4.1. Automatic Transfers are made by way of internal transfer. 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. 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. We will accept instructions for an automatic transfer from a joint account to be made to another account in the same joint names, 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 before Section 1 of the General Terms.

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

16. Direct Debits

16.1. Details about how you can set up a Direct Debit are set out in our Banking made easy brochure. We may change this information by giving you at least two months’ advance personal notice.

16.2. The recipient will normally lodge the Direct Debit instruction electronically onto your account but may occasionally send the original Direct Debit instruction you completed to us (all SEPA Direct Debit instructions will be lodged electronically). When each payment request is sent to us we will check that the reference for that payment matches the reference on the Direct Debit instruction and will then make the payment from your account.

16.3. You can withdraw your agreement for:

16.3.1. SEPA Direct Debit payments, by telling us via branch or Telephone Banking Service before midday on the day the payment is due to be made, or by post provided that we receive your letter at the start of the working day before the payment is due to be made; and

16.3.2. any other Direct Debit payments, by telling us via branch or Telephone Banking Service before the end of the day before that payment is due to be made by us.
You should also tell the recipient that you have cancelled the Direct Debit instruction.

16.4. You can also tell us via branch or Telephone Banking Service to:

16.4.1. cancel all SEPA Direct Debit instructions;
16.4.2. stop all SEPA Direct Debit instructions to a specific recipient; and
16.4.3. pay SEPA Direct Debits to specified recipients only.

16.5. The payment will be deducted from your account and received by the recipient’s bank on the Direct Debit due date, provided that we receive the request to make the payment from the recipient, or the recipient’s bank, by 10.30pm two working days before the due date. If we receive the request after this time we will make the payment two working days later.

16.6. Within five working days of the day a SEPA Direct Debit is deducted from your account, in a limited number of circumstances (please ask us for details), we may recall it from the recipient’s bank and re-credit it to your account.

17. Debit card payments

17.1. You can use your debit card where VISA is accepted. We may issue, at our discretion, debit cards with a contactless function which can be used at retailers who accept contactless VISA debit card payments. Debit cards with a contactless function will have a transaction limit, which we will tell you about when you receive your card from us. We may change this limit by telling you in accordance with the requirements in clause 30.4 of these General Terms.

17.2. When you place an order over the internet with an organisation that participates in Verified by Visa you will be invited to register for the service. If you do not do so we may not authorise the payment for your order.

17.3. Before we will make a payment from your account:

17.3.1. for transactions in person, we will require you to:

• enter details of your Card PIN into a keypad; or
• provide a signature; or
• if you use a contactless function on your card, remove it from your wallet, purse or where it is being stored and hold the card near the contactless device provided by the retailer (you may be asked to also either enter your Card PIN into a keypad or provide a signature);

17.3.2. for other transactions, we will require certain personal details and the three digit card security number on the back of your card. If you have registered for the Verified by Visa service, when you place an order over the internet you may also be required to enter your Verified by Visa security details.

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

17.4. You can withdraw your consent to make a card payment after you have authorised it if you advise us and agree this with the retailer or supplier.

17.5. We will not be responsible if a retailer or other supplier refuses to accept your debit card.

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

17.7. When you use your debit card to pay for goods in a non-sterling currency, or to make non-sterling cash withdrawals from self-service machines operated by a third party, you may be able to agree that the currency conversion is done by the third party at the point of sale or point of withdrawal, as applicable (we will call this “third party conversion”). Most self-service machines inside the UK, Channel Islands and Isle of Man will not give you a choice and will always be third party conversion.

17.8. Unless you have agreed a third party conversion, the exchange rate that applies to any non-sterling currency debit card payments (including cash withdrawals) is the VISA Payment Scheme Exchange Rate applying on the day the conversion is made. We will make the conversion and deduct the payment from your account once we receive details of the payment from VISA, at the latest the next working day. Details of the current VISA Payment Scheme Exchange Rates can be obtained by calling us on our usual telephone numbers, set out in the table before Section 1 of the General Terms, or visiting the card support section of our website hsbc.co.uk.

18. Cash withdrawals

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

18.2. If we have told you that you can use self-service machines or you make a withdrawal at Post Office® branches using your card, we will set a limit on the amount you can withdraw each day. You will be advised of the amount of the limit when you receive your card from us.
18.3. Sterling cash withdrawals from self-service machines in the UK, Channel Islands and Isle of Man and Sterling cash withdrawals from Post Office® branches in the UK will be deducted from your account on the same day.

18.4. For any non-sterling cash withdrawals at third party self-service machines both inside and outside of the UK, Channel Islands and Isle of Man, unless you use a third party conversion (as described in clause 17.7), the amount of any cash will be converted into sterling as set out in clause 17.8. We will deduct the withdrawal from your account once we receive details of the payment from the payment scheme (eg, VISA), at the latest the next working day. If you use a third party conversion, the applicable exchange rate, the amount of cash you will receive and the amount in sterling will be shown on the screen and you will need to press a button on the keypad to agree to the withdrawal. The amount in sterling will be deducted from your account balance when we receive details of the payment from the self-service machine operator, at the latest the next working day. See the relevant price list for charges that will apply.

18.5. For any sterling cash withdrawals at third party self-service machines outside the UK, we will deduct the withdrawal from your account once we receive details of the payment from the payment scheme (eg, VISA), at the latest the next working day. See the relevant price list for charges that will apply.

18.6. For all cash withdrawals, you are not able to cancel the transaction after you have pressed a button on the keypad to agree to the withdrawal.

18.7. For withdrawals over the counter at branches, you must provide an item of identification acceptable to us, and the cheque book or withdrawal book for the account (if you have been issued with one).

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

19. Cash payments in

19.1. You can pay cash in:

• over the counter at one of our branches; or

• if you have a card issued by us, at one of our self-service machines that allows payments to be made into your account; or

• to a current account, using the card issued on that account, at any Post Office® branch.

You must complete a paying in slip to pay in cash at our branches or at one of our self-service machines. If you are paying in cash at a Post Office® branch, you must swipe your card through the card reader on the counter and hand your cash to the cashier. Post Office® Local branches apply a maximum limit of £1,000. You must not send cash to us by post.

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

19.3. If you pay in cash using one of our paying-in machines, provided you pay in before the cut-off time displayed on the machine, it will be credited to your account and available for you to withdraw immediately after the machine is opened and we receive and check your deposit, which will be on the same working day. If the cut-off time is missed, your money will be credited to your account the next time the paying-in machine is opened and we receive and check your deposit, which is usually the next working day. Some paying-in machines will automatically count the money you deposit and it will be credited to your account and available for you to withdraw immediately. It will be treated as cleared for credit interest and/or overdraft interest calculation purposes (if applicable) on the same day.

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

19.5. Other banks may allow you (although they may charge) to pay in cash through their branches to your HSBC account(s). The cash will be credited to your account and available for you to withdraw immediately after we receive it. It will be treated as cleared for credit interest and/or overdraft interest calculation purposes (if applicable) on the same day.

20. Cash withdrawals and cash and cheque payments at Post Office® branches

If you have a sterling current account you can use your card and card PIN at all Post Office® branches in England, Wales, Scotland and Northern Ireland, but not in the Channel Islands and Isle of Man, to check your balance, pay in cash and withdraw cash from your sterling current account. You must have a Card PIN to be able to do this. You can also pay cheques in to your sterling current account at all Post Office® branches by completing a pre printed paying in slip from your paying in book or cheque
book and handing this to the Post Office® cashier in a paying in envelope.

21. Cheques

21.1. Cheques you issue

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

- if a cheque you issue is paid in at the counter of your branch, eg, to pay a bill or is paid in there by the recipient, the amount will be deducted from your account on the same day;
- if you cash a cheque you issue at any of our branches, the amount will be deducted from your account on the same day;
- if you issue a cheque which is ‘specially presented’ (please see clause 21.3.1 for details of what “special presentation” is), the amount will be deducted from your account on the day it is received by us. This is likely to be on the working day after the day it was paid in by the recipient, but could be on the day it is paid in.
- if you issue a cheque on your Foreign Currency/International Personal Current Account, the time taken for the amount to be deducted from your account will depend on when it is paid in, the currency of your account, and the country in which the recipient’s account is based.
- if we have agreed in advance that you can cash a cheque at any Post Office® branch, the amount will be deducted from your account three working days after you have paid it in, provided you pay it in before the relevant Post Office® cut off time.

21.1.2. You can instruct us to stop or cancel a cheque as long as we receive the request to stop it before 1.30pm on the day the cheque is presented for payment.

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

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

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

21.1.6. When writing a cheque:

- you must take all reasonable precautions to prevent anyone else altering it or making a forgery. This includes (but is not limited to) using black ink which cannot be erased, never leaving a gap between words or figures and never signing a cheque before you use it;
- you must not write a future date on it as it may not prevent the payee from paying it into their bank before that date.

21.1.7. Our cheques have the words “A/C PAYEE” printed across them which means they can only be paid into the bank account of the person/organisation named on the cheque. If you want to write a cheque that can be paid into the bank account of someone other than the person you name on the cheque you must put a line through the words “A/C PAYEE” on the cheque and sign your name (not your initials) alongside the alteration.

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

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

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

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

21.2. Clearing cheques

21.2.1. This section applies to cheques drawn in sterling or in euros (other than those drawn on banks abroad) paid into branches of English, Scottish, Welsh or Northern Ireland banks in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man. For foreign cheques (as defined in clause 21.4.1), see clause 21.4. Payments may take longer through some financial institutions. Please also see clauses 21.3.3 to 21.3.6 overleaf.

If you pay a cheque in at a Post Office® branch before the relevant Post Office® cut off time, we should receive your cheque from the Post Office® on the next working day. The timescales set out in clauses 21.2.2 to 21.3.6 will start on the working day we receive your cheque from the PostOffice®.

21.2.2. When you pay a cheque into your account, you will normally have to wait three working days after the day it has been paid in before you can withdraw the money unless we agree otherwise, eg, the proceeds of a cheque paid in on a Monday will normally be available for withdrawal on that Thursday. We may extend this time period if there are actual or potential credit or fraud prevention reasons to do so. If you are more than three working days into switching your current account to another provider using the Current Account
Switch Service, we will not include the balance of the cheque in the money we send to your new provider when your account is switched. We will send them the amount of the cheque four working days after the day you have paid it into your account. When we refer to the day you pay a cheque into your account we mean the first day that we deal with and process the cheque. So, if you pay in a cheque via a self-service machine after the cut-off time displayed in branches, we will not process your cheque until the following working day. If you post a cheque to us we will process your cheque on the day we receive it. The cheque amount will be included in your balance (but not your available balance) before you can withdraw the money.

21.2.3. We treat cheques as being cleared for credit interest and/or overdraft interest calculation purposes (if applicable) two working days after they have been paid in, eg, on Wednesday if paid in on a Monday. If you withdraw money which is not cleared for credit interest and/or overdraft interest calculation purposes (if applicable), you may be charged overdraft interest even though your account shows a credit balance. So in the above example if you have an overdrawn balance on the Monday and you spend the proceeds of the cheque before Wednesday you may be charged overdraft interest.

If you pay a cheque drawn on one of our branches into that branch and your account is also held at that branch, you will normally be able to withdraw the money on the next working day. The amount of the cheque is treated as cleared for credit interest and/or overdraft interest calculation purposes (if applicable) on the day it is paid in.

21.3. Cheques returned unpaid and paying in cheques

21.3.1. The bank on which a cheque is drawn may return it unpaid, even if we have let you withdraw the money and/or the amount on the cheque has been included in your available balance (see clause 25.6). When a cheque is returned unpaid, it will usually happen three or four working days after the cheque has been paid into your account, but it could be later (see clauses 21.3.3 to 21.3.6). When you pay in a cheque at a branch counter, you can ask us to specially present it to the bank it is drawn on. We will post the cheque to the bank it is drawn on and, upon receipt, they will confirm whether the cheque will be paid. Special presentation does not affect the clearing cycle set out in clause 21.2 for credit interest and/or overdraft interest calculation purposes (if applicable). A charge will be deducted from your account for this. Please also see clause 21.1.1.

21.3.2. If a cheque paid into your account is returned unpaid, the amount of the cheque will be deducted from your account. If you withdraw against a cheque which is later returned unpaid, and the deduction of the amount of the unpaid cheque from your account would either make your account go overdrawn or go over an existing overdraft limit, we will treat this as an informal request for an overdraft – please see clause 3.4 of the Current Accounts Terms for further details. If you have a Bank Account Pay Monthly account, this may take you over your Buffer limit if you do not have enough funds in your account, or available credit to cover the returned cheque – see clause 15 of the Current Accounts Terms for more details. Depending on the reason given for the cheque being returned unpaid, we will either ask for payment again from the bank of the person who issued it, or return it to you.

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

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

21.3.5. A cheque you pay in may be returned and the amount of the cheque deducted from your account more than six working days after the date we accepted it:
- where you are, or we reasonably suspect you are, knowingly involved in a fraud concerning the cheque; or
- if you have given your express consent.

21.3.6. Clauses 21.3.3 to 21.3.5 do not apply to cheques paid in at or drawn on branches in the Channel Islands and the Isle of Man. In such a situation, a cheque could be debited later than six working days after you have paid it into your account. Because of this, we may require you to wait until we are certain that the cheque has been paid before you are able to draw against it.

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

21.4. Foreign cheques

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

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

21.4.3. The amount of the cheque will start accruing credit interest (if applicable) from when it is added to your account.

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

21.4.5. We may decide or agree to send a foreign cheque for “collection”. This means we will either:

- send it directly to the bank on which it is drawn and credit your account once we have received payment; or

- pass it through the clearance system in the country where it needs to be presented for payment. We may appoint an agent (ie, someone to act on our behalf) in that country (which may be an HSBC Group company) to do this for us. We will credit your account with the amount of the foreign cheque (subject to clause 21.4.9) when we or our agents have received the funds and are satisfied that they can be credited to your account. This may involve us or our agents waiting after receiving funds from the bank upon which the foreign cheque is drawn to be certain that it has been cleared and has not been returned before we credit your account.

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

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

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

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

21.5. Bank Drafts

21.5.1. We will deduct a charge from your account for any bank drafts you request.

21.5.2. If you no longer need a bank draft we have provided to you, you should return it to us. We will pay the amount of the draft into your account. We will deduct a charge from your account for this. For foreign currency bank drafts we will convert the amount of the draft into sterling using our HSBC exchange rate at the time the draft is paid in (this may mean that the amount that is paid into your account is different from the amount deducted when the draft was issued).

21.5.3. If a bank draft is lost or stolen, you can ask us to put a warning on the original draft; where the original draft was drawn on a foreign bank (this is likely to be the case where the payee is in a foreign country), we will ask the foreign bank to put a warning on the original draft. The warning will not stop or cancel the bank draft (it is a guaranteed form of payment) but may alert any recipient to the fact that it has been lost or stolen, and so increase the chances that it will not be accepted. We will deduct a charge for this from your account and, where the draft is drawn on a foreign bank, we will deduct any charge the foreign bank makes for this.

21.5.4. If a bank draft is lost or stolen, you can ask us to provide a replacement draft, refund the amount of the draft to you or send an electronic payment to the intended recipient. Before we do this, we will check to see whether the original draft has been paid, and if it has not been paid, we will ask you to agree to pay us the value of the original draft if we subsequently have to pay it. If it is in a foreign currency, we will ask you to pay the value of the original draft in sterling using our HSBC exchange rate at the time we have to pay the draft.
### 22. Payments made into your account by mistake

<table>
<thead>
<tr>
<th>Who has made the mistake?</th>
<th>What we will do</th>
<th>When we will do this</th>
<th>When we will tell you</th>
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</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></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>As soon as we can unless this would compromise our reasonable security measures or it is unlawful to do so.</td>
</tr>
</tbody>
</table>

In all other situations, we will 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.

### Part D

#### 23 Joint accounts

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

- pay all cheques and accept other instructions for payment (including those given to us using Telephone Banking Service or Online Banking), or to stop such payments, signed or given by any one of you, whether the account is in debit or credit, and
- deliver any item held by us in safe keeping in your joint names against the receipt of any one of you, and
- accept instructions signed or given to us by any one of you to act on behalf of you all in all other transactions with us, including providing an overdraft or other facility and closing accounts in your joint names, but not including converting a joint account to a sole account (see clause 23.7 for more details). In such a case, you consent that any information we may need to send you may be sent to only one of you.

23.2. We will accept such authority until it is cancelled by any one of you (unless otherwise agreed in writing) or treated by us as cancelled under clause 23.3.

23.3. If any one of you tells us of a dispute between any of you, we may treat this as notice of cancellation of the authority set out in clause 23.1. If we do, any further transactions, including payments by standing order or Direct Debit, will need the authority of you all and the use of additional services such as Online Banking may be suspended (this would mean that you would have to make alternative arrangements for your regular payments to be made). We may also ask for the return of any unused cheques and cards. Until all the cards are returned, card transactions (including those carried out via self-service machines) will continue to be deducted from the joint account.

We will need the authority of all of you to pay out any credit balance on the joint account or to close the joint account.

23.4. If we receive notice that any one of you has become mentally incapable we will treat this as notice of cancellation of the authority set out in clause 23.1. This means that we will only make payments out of the account that were authorised before we received notice until either an Attorney or Receiver is appointed to act for the person who is mentally incapable.
23.5. We may disclose to any of you any information we hold about the account(s) including historical statement information. This means that where a sole account is converted into a joint account, statement information relating to the account when it was a sole account may be made available to any of the joint account holders.

23.6. Unless clause 23.3 applies, in the event of the death of any of you, the survivor(s) have authority to instruct us to pay them any credit balance and deliver to them any items held in safe keeping. This is subject to any rights which we or a third party may have in relation to the account.

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

• we may provide Online Banking or such other service in respect of your joint account even if not all of you have registered for Online Banking or such other service; and

• you will be bound by the Online Banking terms and/or the terms of such other service (terms are available on request or at hsbc.co.uk); and

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

23.8. We will not accept instructions to convert a joint account to a sole account, even where those instructions are provided by all joint account holders.

24. Third party authority

If you want to authorise another person to operate your account(s) you (all of you for joint accounts) will need to sign a third party mandate. If you do this then you will be responsible for the third party's actions or omissions as if they were your own.

25. Statements

25.1 We will either provide you with paper statements or your statements will be available to be viewed electronically within Online Banking (if you are registered for Online Banking).

25.2 If we provide you with paper statements we will do so regularly and at least once every 12 months.

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

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

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

25.6. Balance information

25.6.1. We may provide you with details of:

• the balance on your account. This may include transactions that are still being processed and so may be subject to change. It may not include the amount of any overdraft you have.

• the available balance on your account. This includes the amount of cleared funds in your account together with the amount of any overdraft you have.

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.

25.6.2. For all accounts (other than Fixed Rate Saver Bonds or Money Market Accounts) you will be able via Online Banking and Express Bank machines to view details of certain payments due to leave or be credited to your account the working day before they are due to show on your statement.

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

26. Fraud prevention

26.1. We may carry out certain checks on transactions on your account as part of our fraud prevention measures.

26.2. As part of our fraud prevention measures, we may need to speak with you to re-confirm some payments, eg, high value payments, or we may need to ask you additional security information.

We will tell you when this is the case. If we need to speak with you but cannot do so for any reason, we will only make the payment if we believe it is genuine. Our fraud prevention measures may lead to the payment being delayed. This will not prevent you from later disputing you authorised the transaction.

26.3. If we believe there is suspicious activity on your account, we may contact you by post, telephone (including mobile phone), email, mobile messaging or (if you are registered for Online Banking) secure e-message. We may leave a message to ask that you call us. If we ask you, you must contact us as soon as possible. In respect
of payments made through Telephone Banking Service or Online Banking, if you do not reply to us, we will assume you have not authorised the transaction and it will not proceed. For payments made using your debit card, if you do not reply to us and we do not have any reason to believe there are any other suspicious transactions on your account, we will assume you have authorised the card payment and allow it to proceed. This will not prevent you from later disputing you authorised the transaction.

27. Responsibilities

27.1. Making payments

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

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

27.1.3. It is the recipient’s bank’s responsibility to make sure a payment we have sent to them is added to the bank account of the recipient. Some recipient banks will only use the BIC address, sort code or national bank code and the account number or IBAN when doing this.

27.1.4. If you have instructed us to make a payment, we are responsible for it being made correctly unless we can prove to you, or the recipient’s bank (as appropriate), that the payment was received by the recipient’s bank within the timescales for executing payments set out in clause 15.2 and in clauses 15.3 to 21. Where we can prove this, the recipient’s bank will be responsible to the recipient for making available the payment and crediting the recipient’s account as appropriate.

27.1.5. If a payment has been made incorrectly and we fail to prove the payment you authorised was received by the recipient’s bank as required by clause 27.1.4, we will, without undue delay, refund your account with either:

• the payment; or

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

27.2. Refunding pre-authorised payments such as Direct Debits

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

• the exact amount of the payment is not specified when you give your authority, for example with a Direct Debit; and

• the amount of the payment exceeds the amount you could reasonably have expected to pay, taking into account your previous spending pattern, the Terms and all other circumstances (but not fluctuations in the exchange rate), then, provided you ask for a refund within eight weeks (subject to your additional rights under the Direct Debit Guarantee Scheme) of the payment being charged to your account, we will refund your account with the full amount of the payment. No refund will be made if you have agreed with us for the particular payment to be made and, where appropriate, details of the payment are provided or made available to you by any means at least four weeks before the payment is made from your account.

27.2.2. You must provide us with any information we request which is reasonably required to allow us to verify the conditions set out in clause 27.2.1.

27.2.3. We will either make a refund or provide you with our reasons for refusing your request within ten working days of either receiving your request for a refund, or receiving the information referred to in clause 27.2.2.

27.2.4. The Direct Debit Guarantee Scheme applies, in addition to clause 27.2.1, to Direct Debit payments other than SEPA Direct Debits.

27.3. Refunding SEPA Direct Debits

You can ask us to refund the amount of a SEPA Direct Debit to your account within eight weeks of the date the payment was deducted from your account. You must provide us with details of the date the payment was deducted from your account, the amount of the payment, and the name of the recipient. It will be your responsibility to resolve any dispute about this refund directly with the recipient.

27.4. Unauthorised transactions

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

27.5.1. Subject to clauses 27.5.2 to 27.5.4 and 27.6 we will be responsible for any unauthorised transactions that you tell us about in accordance with clause 27.4 (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 overdraft interest and charges (including Informal Overdraft Usage Fees). We will have no further liability to you. If we later become aware of evidence that shows we are not responsible for the transaction, we will recover an amount equal to the refund from your account.

27.5.2. You will be responsible for all losses if you act fraudulently or if you allowed another person to use your card, security details (including PINs, security numbers, passwords or other details which allow you to use Online Banking and Telephone Banking Service) or your account.

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

- you acting fraudulently, or
- you intentionally or with gross negligence failing to use your card, Telephone Banking Service and/or Online Banking in accordance with the Terms (including keeping safe your card, PIN or any other security or personalised details), or
- you intentionally or with gross negligence failing to notify us in accordance with clause 9.2 of the loss or theft of any card, PIN, or other security or personalised details.

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

- if someone uses your card before you receive it, or
- if your card has been used to purchase goods via the telephone, via the internet or mail order, or you have purchased goods and services via Online Banking or Telephone Banking Service, or
- after you have notified us of the loss or theft of your card or security details in accordance with clause 9.2, or
- if we have failed to provide the facilities we describe in clause 9.2 for you to tell us if your card or any security details have been lost or stolen.

27.6. 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.

27.7. Payments into your account

27.7.1. We will only process payments into your account using the BIC address, sort code or national bank code and the account number or IBAN provided.

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

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

27.8. Suspension of cards, Telephone Banking Service or Online Banking

27.8.1. We may, at any time, ask you to return your card to us or suspend its use, or suspend your use of Telephone Banking Service or Online Banking if we have reasonable grounds which relate to:

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

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

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

27.8.4. You can ask us to lift any suspension of your use of your card, Telephone Banking Service or Online Banking by calling us.
28. Making changes

28.1. We may change interest rates, charges and other Terms in accordance with clauses 28 to 33.

28.2. For products or services which have a fixed term, or have some terms and conditions that are fixed, please see the Additional Conditions for information on the circumstances in which we may make changes to those terms. If there is a conflict between this clause 28 or clauses 29 to 33 and those Additional Conditions, the Additional Conditions will apply.

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

28.4. When we give you notice of a change in the national press, the notice will be published in three national newspapers, which will usually be the Daily Mirror, the Daily Mail and the Daily Telegraph.

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

29. Overdraft interest and credit interest rate changes

29.1. Changing interest rates that apply to money you have borrowed from us by way of overdraft ("overdraft interest rate")

29.1.1. Overdraft interest rates 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).

29.1.2. 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 will change the overdraft interest rate within one day of any change to the reference rate. The new rate will be on your statement; and

• we may 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 by telling you personally before the change happens, if the change is unfavourable to you we will tell you at least 30 days in advance.

29.1.3. If the overdraft interest rate is not based on a reference rate, if we are:

• reducing the overdraft interest rate we will either tell you personally within 31 days or within three working days put a notice on our Rates and Charges Notices in our branches and in the national press; and

• increasing the overdraft interest rate we will tell you personally at least 30 days in advance.

29.2. Changing interest rates that apply to money in your account ("credit interest rates")

29.2.1. If the credit interest rate is based on a reference rate (for example the Bank of England base rate):

• we will change the credit interest rate within one day of any change to the reference rate. The new rate will be shown on your next statement; and/or

• we may change the amount by which the credit interest rate is set above or below the reference rate and/or provide that it will no longer be based on the reference rate by providing you with at least two months’ advance notice.

29.2.2. If the credit interest rate is not based on a reference rate we may change it in the following ways:

• 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

• if the change is not favourable to you, by telling you about it personally at least two months in advance of making the change.

30. Other changes to the Terms and benefits

30.1. We may make changes to the following parts of these 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 of the General Terms, Section 1 of the General Terms, clauses 44 and 48 of the General Terms, and the wording under the headings “The Financial Services Compensation Scheme” and “How to Complain” of the Banking made easy document.

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

30.3. 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:

30.3.1. for changes to credit interest and/or overdraft interest rates see clause 29 above;
30.3.2. for eligibility criteria, by giving notice in the ways described in clause 30.4;
30.3.3. for overdraft information (excluding overdraft interest rates) and to increase or introduce new overdraft charges we will tell you personally at least 30 days in advance;
30.3.4. for reductions in overdraft charges we’ll tell you personally within 30 days of the change being made;
30.3.5. for any other change, by giving you at least two months’ advance personal notice.

30.4. 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)) and changes to benefits available with any account in the following ways:
30.4.1. if the change is unfavourable by giving you at least 30 days’ advance personal notice;
30.4.2. for any other changes to terms and conditions that apply to money you borrow from us by way of overdraft, by giving you advance personal notice;
30.4.3. for any other changes, by:
   • within 30 days of the change, telling you about it personally; or
   • within three working days, putting notices in the national press and on our Rates and Charges Notices in our branches.

31. Reasons for making changes
We may make any change to the Terms under clauses 28 to 30 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):
• to respond proportionately to changes in general law or decisions of the Financial Ombudsman Service;
• to meet our regulatory requirements;
• to reflect new industry guidance and codes of practice;
• to respond to the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar body;
• To allow us to make reasonable changes to the way in which we manage your account as a result of changes to technology or the systems we use including introducing new services or facilities or replacing an existing service or facility with a new one.
In addition,
(i) we can change interest rates (both credit interest and overdraft interest) at any time;
• to respond proportionately to changes in the Bank of England base rate, other specified market rates or indices or tax rates;
• 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; and
(ii) we can 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.
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.

32. Other reasons for making changes to the extent the Terms do not apply for a fixed term
To the extent the Terms do not apply for a fixed term, we can make any change so long as we give you advance notice and you are 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 your account over a long period of time and it is very difficult for us to anticipate all the circumstances when we might need to change the way your account works. If you do not 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 another financial institution.

33. What you can do when we tell you about a 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 or, if longer, up to the date the change is due to take effect, unless it is a change in overdraft interest rates made under the first bullet point in clause 29.1.2 or made under clause 29.1.3. There will be no charge for this. If you do not tell us that you want to close your account, then we will assume you have accepted the change and it will take effect automatically.

34. Ending this framework contract and closing your account
34.1. Unless Additional Conditions apply, you can end this framework contract (Section 1 of the General Terms) with us at any time, by writing or phoning us, by going into your local branch or via Online Banking (you can only use Online Banking if
you have two or more accounts with us (including any First Direct accounts) and the balance on your account is being transferred to another account with us). You must destroy any unused cheques and all cards issued to you by cutting them into at least six pieces.

34.2. In relation to joint accounts, any of you may request closure and the redirection of balances and regular payments, unless clause 23.3 applies.

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

34.4. You must repay any money owed to us before we close your current account. If you close your current account, we will deduct any outstanding interest and/or charges that haven’t yet been applied to your account before providing the remaining money to you. You are responsible for cancelling payments into and out of your account. If someone tries to make a payment into your account after it has been closed, we will take reasonable steps to return the payment to them. If, after account closure, we pay any cheques you have issued or card transactions you have made or incur any charges relating to these, you agree to repay us these amounts in full.

If you switch your current account to another provider using the Current Account Switch Service/CASS, before your account closes, we’ll deduct any outstanding interest and/or charges that haven’t yet been applied to your account before sending any remaining money to your new account.

If you’ve switched your current 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 13 months of the switch date, we’ll take reasonable steps to return the payment to them.

If you switch your account to another provider, you must repay any monies owed to us before we close your account.

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

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

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

34.7.1. if you have seriously or 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, which makes it inappropriate for us to maintain your account; or
• you were not entitled to open your account or take out your service; or
• we have demanded that you repay an overdrawn balance on your account to us and you fail to do so; or
• you have not provided us with adequate information required under clause 35.6; or

34.8. 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.

34.9. We will give you notice in writing immediately after your account has been closed under clause 34.7.

34.10. We may end this framework contract and close your account for any other reason by giving you at least two months’ written notice. This clause 34.10 does not apply to any account you have with us during a fixed term.

34.11. If we close your account we will repay any credit balance to you.

34.12. On account closure you must destroy any unused cheques and all cards we have issued to you by cutting them into at least six pieces.

Section 2 – General

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

35. Your Information

We will not disclose Customer Information to anyone, other than where:
• we are legally required to disclose;
• we have 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 is disclosed as set out in this Your Information section.

Collection of customer information
35.1. 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 e.g. credit reference agencies;
• combined with other information available to members of the HSBC Group.

Use of customer information
35.2. We will process, transfer and disclose Customer Information to:
• provide you with 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 the internal operational requirements for 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 marketing research if you agree to them; and
• verify your identity.

Sharing customer information
35.3. When we use Customer Information as 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 in connection with any reorganisation, sale or acquisition of any HSBC Group member’s business;
• to any third parties we use to provide banking and card services to you; and
• to third parties for marketing purposes where you have consented to marketing.

The above recipients may also use, transfer and disclose Customer Information for the same purposes, 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 is 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.

35.4 Your 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.

35.5 Your tax obligations
You alone are responsible for complying with your tax obligations (and Connected Persons are responsible for complying with theirs), such as payment of tax and filing of tax 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 do not 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.

35.6. What happens if you don’t meet your responsibilities
If you:
• do not promptly respond to our requests for Customer Information; or
• do not agree that we can disclose, transfer or process Customer Information in accordance with this Your Information section (other than for marketing or market research purposes); or
• if 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 do not 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.

35.7 Accessing your information
You can make a written request for a copy of certain personal records we hold about them. The current fee is £10.00 per request from each individual.

35.8 Actions we 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 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.

35.9. Credit reference and fraud prevention agencies
We may share information with credit reference agencies:
• If you apply for a current account or credit, we may use details of your credit history to assess your ability to meet financial commitments.
• About how you manage any current accounts or borrowing from us.
• If we make demand for repayment of a debt and you do not repay the amount owing, or make and keep to acceptable repayment proposals within 28 days (provided there is 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 within 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 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.

35.10. Information we may store on your computer
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;
• 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 the emails.
Further information on our cookie policy, website terms and privacy statement can be found on our website.

35.11. Other ways we can use your information
To ensure that 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 branches. 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 clause 35 will continue to apply even if this agreement is ended by you or us.
36 Our right of “set-off”

36.1. If:

• any accounts you hold with us in your sole name and which you hold jointly with another person(s) are in credit; and
• you have failed to pay us any amount which you owe on any other accounts you hold with us (in your sole name or which you hold jointly with another person(s)) anywhere (including any card accounts and those in different currencies) or any other amount you owe us, we may use the money you hold with us to reduce or repay the amount which you owe us.

This is called our right of “set-off”.

36.2. We can use our right of set-off as follows:

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36.3. In addition, if any accounts you hold with us (in your sole name or which you hold jointly with another person(s)) are in credit we may use that money to repay any amount you owe on any other account (in your sole name or which you hold jointly with another person(s)) with any other company in the HSBC Group anywhere (unless we are prevented from doing so by law).

36.4. We will not use our right of set-off

• against any money which we hold in an account in your name which you have advised us is not yours; or
• against any money which we are required to hold by law in an account in your name for someone else, or
• in any way that contravenes any law, regulation, code of conduct or industry guidance.

36.5. If we are contemplating using our right of set-off:

• we will always remind you of our rights by providing you with general information about our set-off rights and the circumstances in which we may exercise them in advance; and
• in doing so, we may (and you irrevocably authorise us to) convert to sterling any balance that is in a currency other than sterling at the HSBC exchange rate that applies at the time.

37. Inactive accounts

We will treat any current account (except HSBC Premier Bank Account) as dormant (ie, we suspend it) if it has been inactive for at least twelve months. We will treat any other account covered by these Terms, other than a fixed term account, as dormant if it has been inactive for at least two years.

38. Unclaimed Assets Scheme

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

38.2. We participate in the unclaimed assets scheme established under the Dormant Bank and Building Society Accounts Act 2008.

38.3. If you have an account with us, including an account that we have closed in accordance with these Terms but we have not been able to repay your money to you, and there has been no activity from you in relation to that account for at least the last 15 years, we may transfer your balance to the unclaimed assets scheme at Reclaim Fund Limited (“RFL”). We will give you at least 30 days’ notice before we transfer any of your money to RFL. RFL is a not-for-profit reclaim fund which is authorised and regulated by the Financial Conduct Authority.

38.4. Upon transfer of the money to RFL we will close your account in accordance with clause 34 of these Terms (unless it has already been closed).

38.5. You will still have the right to your money after it has been transferred to RFL. We will handle all repayment claims and so you should ask us (and not RFL) for information about having your money repaid to you.

38.6. Both we and RFL participate in the Financial Services Compensation Scheme (“FSCS”). The transfer of the money to RFL will not affect any entitlement you have to compensation under the FSCS.

39. Tax on credit interest (not applicable to all accounts)

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

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

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

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

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

39.6. Obligation to report income
If you are connected with a country (for example because you have income or assets there, or are domiciled or resident there), you may be obliged by law to report your worldwide income to a tax authority in that country. You should take tax advice if you are in any doubt about your reporting obligations. We may also share your information with tax authorities in the UK and overseas for these and similar purposes, in accordance with clause 35.

39.7. Jersey, Guernsey and Isle of Man accounts only
In respect of accounts held at branches in Jersey, Guernsey and the Isle of Man, we will pay credit interest gross unless our records show that you are a resident of a European Union member state.
If our records show that you are a resident of a European Union member state then the following provisions will apply.

Before 1 January 2015
Accounts held at Jersey branches
We will pay you credit interest on the following accounts after deduction of retention tax at the applicable rate in accordance with Jersey tax legislation;
• all credit interest bearing current accounts
• all savings accounts
• fixed rate saver bonds

• money market accounts
• all deposits
You must advise us in writing if you would prefer us to pay you credit interest on all the above mentioned accounts that you may have with us gross and report certain details about you, your account and credit interest that has been paid to the Jersey tax authorities. They in turn will pass this information to the tax authorities in the European Union country where you reside.
We will not pay credit interest subject to the deduction of retention tax if you benefit from an exemption under Jersey tax legislation and provide us with the necessary documentation.
If you have a joint account and only one of you resides in a European Union member state then we will usually pay half of the credit interest gross and half of the credit interest after the deduction of retention tax unless we advise you otherwise.

Accounts held at Isle of Man and Guernsey branches.
We will pay credit interest gross and will report certain details about you, your account and credit interest that has been paid to the relevant tax authorities. They in turn will pass this information to the tax authorities in the European Union country where you reside.
If you have a joint account and only one of you resides in a European Union member state then we will usually report half the credit interest unless we advise you otherwise.

Accounts held at Guernsey branches.
We will not report your details to the Guernsey tax authorities if you benefit from an exemption under Guernsey tax legislation and provide us with the necessary documentation.

From 1 January 2015:
Accounts held at Jersey, Isle of Man and Guernsey branches
We will pay credit interest gross on the accounts detailed in the pre 1 January 2015 section above and will report certain details about you, your account and credit interest that has been paid to the relevant tax authorities. They in turn will pass this information to the tax authorities in the European Union country where you reside.
If you have a joint account and only one of you resides in a European Union member state then we will usually report half the credit interest unless we advise you otherwise.

Accounts held at Guernsey branches
We will not report your details to the Guernsey tax authorities if you benefit from an exemption under Guernsey tax legislation and provide us with the necessary documentation.
40. Bankruptcy – For accounts held in the UK

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

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

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

40.2. If we are notified that any other court order or arrangement has been entered into or application made 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 40.1 above until we receive appropriate authority from the relevant third party.

41. Cancellation of your account

For a period of 14 days after the date we open your account (excluding Fixed Rate Saver Bonds and Fixed Term Money Market Accounts), you have the right to cancel your agreement with us by closing your account. You can do this by writing to us at PO Box 6201, Coventry CV3 9HW, or via Online Banking. We will give you all your money back together with any credit interest it has earned. We will ignore any additional charges and any notice period that applies to your account. For applications completed by telephone, the cancellation period will start from the day after you receive the terms and conditions in the post, by email or secure e-message. You can tell us you want to close your account by:

- calling us on the applicable number set out in the table before section 1 of the General Terms or writing to us at the above address, except for Money Market accounts where you must call us or write to us at the details given in clause 3 of the Sterling Money Market terms;
- telling your branch in writing, by phone or in person; or
- using Online Banking.

42. Transferring your account

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

43. Changing our banking hours and practice

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

44. Contacting you

44.1 You agree that we may use any contact details you have provided to us, including your postal address, telephone number(s) (including your mobile telephone number) and email address to contact you for service or operational reasons. These include telling you about changes to the Terms, including credit interest and/or overdraft interest rates, that apply to your account(s) and generally communicating with you about the day-to-day running of your account(s), products and services. If you are registered for Online Banking you agree that we may also contact you using our secure e-message service within Online Banking for these purposes. You must ensure that the contact details you provide are accurate and that you notify us promptly of any changes, including to your email address, telephone number(s) and postal address. If you would prefer that we do not contact you for service or operational reasons by email, mobile message or secure e-message please let us know. Whilst we will try to use your preferred channels wherever possible, you may continue to receive important service messages via these channels, for example, when we need to contact you urgently.

We will also use secure e-messages to contact you in respect of any accounts you hold that are managed solely online. Where we hold alternative postal address(es) for you, we may send mail to your home address if it is returned from, or you do not respond to, mail sent to your correspondence address.
44.2. 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.

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

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

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

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

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

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Section 3 – Money Market Terms and Conditions

A. Sterling Money Market Deposits Terms
These terms and conditions apply, in addition to the General Terms, to:
- Fixed deposits (which are deposits for a fixed term);
- Notice deposits (which are deposits from which you can only make withdrawals by giving us notice. The amount of notice will be notified to you in the acknowledgement you are sent when your deposit is opened); and
- Call deposits (instant access deposits).

1. 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.

2. For as long as you have your Money Market account with us, you must also have a sterling current or savings account (excluding ISAs and PEPs) with us. For joint deposits, all of you must hold one of the above accounts with us, either jointly or each in your own name. You must nominate an account with us in the same name(s) 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(s) as your Money Market account at any time but you must maintain a Nominated Capital Account for the duration of your Money Market Account.

3. You can give us instructions in relation to your Money Market account in the following ways:
   - calling us on 03456 060 600;
   - calling Telephone Banking Service;
   - visiting a branch;
   - writing to us at HSBC Bank plc, Global Markets Money Market, 8th Floor, Norwich House, Southampton S015 1GX;
   - to give instructions for making a payment to or from your Call or Notice deposits, via Online Banking.

4. Payments into and out of your account will only be made on a working day, other than automatic transfers which may also be made on a non-working
day. If you call us or visit a branch, the cut-off time for giving us instructions in relation to your Money Market account (including instructions for payments into and out of your account) is 5pm on a working day. The cut-off time for giving instructions via Online Banking is 6pm on a working day. If you give us an instruction after the cut-off time, we will treat it as having been received the next working day.

5. For all Money Market accounts, we will only repay your deposit in full (including on account closure) by internal transfer to your Nominated Capital Account. If your Nominated Capital Account has been closed, we will repay your deposit (and any interest where relevant) to another current or savings account (except for an ISA, a Fixed Rate Saver Bond or Regular Saver) held in the same name(s) as your Money Market account. If no such current or savings account exists, you will have to open a savings or current account with us in the name of your Money Market account so that we can repay your deposit into it. Otherwise, you may instruct us to make the following payments into and out of your Call and Notice deposits:

• Standing orders – these can only be made into your Call and Notice deposits from your Nominated Capital Account.

• Automatic transfers – you can set these up from your Nominated Capital Account to add to your Call and Notice deposits, and from your Call deposit to add to your Nominated Capital Account.

• Internal transfers – you can make internal transfers to and from your Call and Notice deposits.

6. We will only accept cleared funds as a deposit.

7. 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(s) 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 otherwise.

8. 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.

9. For Fixed deposits, we will send you a statement for each deposit at least once a year. For Call and Notice deposits, we will send you a statement for each deposit at least biannually.

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

11.1. We may close your Money Market account if you make a withdrawal that reduces the balance to less than £50,000.

11.2. 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.

11.3. You can withdraw all or part of your Notice deposit without giving us any or enough notice but we will charge you a fee of £60, unless your framework contract and your account are closed in accordance with clause 33 of the General Terms. We can change this fee for new deposits. Existing deposits will not be affected.

11.4. If you have a Notice deposit, to close your account you must give the same amount of notice as required for any withdrawals.

11.5. If you want to end your framework contract other than in the circumstances described in clause 33 of the General Terms, you must tell us in any of the ways described in clause 3 of these Sterling Money Market Deposit Terms. If you have a Call deposit, we will automatically repay your deposit in full when the framework contract is ended. If you have a Notice deposit, we will repay your deposit in full after the expiry of the normal notice period that applies to withdrawals. You will earn interest on your deposit until it is repaid.

11.6. Call deposits can be standard deposits, monthly interest 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.

11.7. 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).

11.8. 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).

11.9. For daily interest deposits, we calculate interest each day and pay this interest to you on the following day.
11.10. We will pay interest into your Money Market account unless:

11.10.1. you ask us to pay your interest into your Nominated Interest Account; or

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

11.11. The interest rates for Call and Notice deposits are variable interest rates which can change from day to day (eg, to reflect movements in the money markets).

11.12. You can find out the current interest rate by contacting your local branch or phoning our Global Markets Money Market office on 03456 060 600. If you use your own textphone and would like details of services we offer to customers with disabilities, please call 03457 125 563 in the UK or +44 1792 494394 from outside the UK.

12. The following terms and conditions apply to Fixed deposits only.

12.1. The interest rate you receive is fixed for the term of the deposit and interest is calculated daily.

12.2. We will pay interest into your Nominated Interest Account. Interest will be paid as follows:

12.2.1. if the Fixed deposit is for six months, we will pay interest on the same day of the month as you made the deposit.

12.2.2. if the Fixed deposit is for more than 12 months and you have not asked us to pay interest in accordance with clause 12.2.1, we will pay you interest on each anniversary of the deposit and when we repay your deposit.

12.2.3. if the Fixed deposit is for more than 12 months and you have not asked us to pay interest in accordance with clause 12.2.1, we will pay you interest on each anniversary of the deposit and when we repay your deposit.

12.3. There is no cancellation period for Fixed deposits.

12.4. You cannot 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.

12.5. If you want to end your framework contract other than in the circumstances described in clause 33 of the General Terms, you must tell us in any of the ways described in clause 3 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 will still be payable).

12.6. 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.

Clauses 4, 6, 8 and 10 of the Sterling Money Market Deposit Terms also apply to International Fixed Deposit Accounts.

1. 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.

2. You may only make deposits into your International Fixed Deposit Account from another account you have with us in the same currency as your International Fixed Deposit Account. If any other Terms conflict with these terms, then these terms will apply.

3. 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. Please ask us for details.

4. 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 calculated daily and is paid into your International Fixed Deposit Account at the end of the fixed term.

5. Clauses 12.3 to 12.5 of the Sterling Money Market Deposit Terms apply to your International Fixed Deposit Account, except that:

5.1. references to £50,000 are to the equivalent of £50,000 in the currency in which your International Fixed Deposit Account is held; and
5.2. 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.

6. 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. In this situation, for a period of seven days from the date on the acknowledgement letter, you have the right to cancel and close your renewed International Fixed Deposit Account. You can do this in the ways set out in clause 41 of the General Terms and Conditions. We will then repay your deposit to you together with any interest it has earned.

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

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

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

1. This product is a fixed term bond. Only one deposit can be made into the Fixed Rate Saver. No partial withdrawals of capital are allowed during the term. If you want to withdraw your deposit in full before the end of the term, we will charge you a fee equivalent to 90 days’ gross interest. We may change this fee in accordance with clause 30.4 of the General Terms although any change will not affect any existing Fixed Rate Saver(s) you have. If your deposit is for £50,000 or more, early withdrawal is prohibited.

2. You must have and keep open a current or savings account (excluding an ISA) with us in the same name as your Fixed Rate Saver for the duration of your Fixed Rate Saver. If you do not do so, you will have to open another savings account with us so that we can repay your Fixed Rate Saver deposit into it.

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

4. If you apply for a Fixed Rate Saver at any branch, by using Telephone Banking Service or by using Online Banking, the interest rate that will apply to your Fixed Rate Saver will be fixed at the time your application is completed. Please also see clause 10 of these terms.

5. If, when your Fixed Rate Saver is about to mature, you apply for a subsequent Fixed Rate Saver by posting an application form to us, we will only open a new Fixed Rate Saver if we receive your application before your Fixed Rate Saver matures. Provided we receive your application before your Fixed Rate Saver matures, the interest rate will be the same as the applicable rate in the rates table enclosed with your maturity letter. If we receive your application by post after maturity then we will be unable to process this. You can however apply for a new Fixed Rate Saver at any branch or by using Telephone Banking Service or Online Banking.

6. Any interest rate that is displayed in branches, advertised in any way or quoted to you before the interest rate is fixed in the ways set out above, may be withdrawn by us at any time without giving notice.

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

8. 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 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.

9. 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.

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

11. If we open a Fixed Rate Saver with a cheque that is subsequently returned unpaid, we will close the Fixed Rate Saver. You will be liable for the usual charges and/or interest which result on that account. No interest will be paid for the time the Fixed Rate Saver was opened.

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

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

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

15. If you die and the deposit is made in joint names, we will only make repayment to the surviving depositor(s) or the personal representative(s) of the last survivor.

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

**Current Accounts Terms and Conditions**

(Current Accounts Terms)

<table>
<thead>
<tr>
<th>Type of account</th>
<th>Minimum age *2</th>
<th>Cheque book</th>
<th>Types of card</th>
<th>Overdraft service available</th>
<th>Credit interest paid?</th>
<th>Eligibility criteria</th>
<th>Default Account (If eligibility not met)</th>
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<tr>
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<td>If we agree*1</td>
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<td>Basic Bank Account</td>
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</tbody>
</table>

*1 Customers aged 18 and over only. Overdrafts are subject to status.

*2 We may vary minimum age requirements.

*3 No longer on sale.
These Current Accounts Terms apply to our current accounts listed in the table opposite, including joint accounts and accounts which you are authorised by the account holder to operate. The table sets out the main features of each of our current accounts.

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

1. Eligibility

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

1.2. If you no longer meet the eligibility criteria for a particular current account once you have taken out the account then we will give you two months’ personal notice (which includes telling you by post, statement message, email or secure e-message) that we will be converting your current account to the current account specified in the table. This clause 1.2 does not apply to Bank Account Pay Monthly.

1.3. We may change the eligibility criteria for any of our current accounts from time to time. If you hold the current account in question, we will give you notice of changes in accordance with clauses 28 to 32 of our General Terms. You can close your account without notice if you are not happy with the changes proposed.

1.4. If you have a Current Account, we will review your account every six months. If you have either met the eligibility criteria for Bank Account in five of those six months, or have paid in at least £2,500 in total over those six months, we will automatically transfer your account to Bank Account. We will give you two months’ personal notice before we do this (which includes telling you by post, statement message, email or secure e-message). You can close your account at any time without notice.

2. Additional benefits

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

2.2. We will tell you which benefits are available when you enquire about or apply for the appropriate current account. We may later change the benefits that are available. We will tell you about changes in accordance with clause 30.4 of the General Terms.

2.3. Under the terms and conditions that apply to any specific benefit you have with your account, the provider of the benefit (this could be us, any other member of the HSBC Group or a specifically selected third party) may be able to make changes to the terms and conditions and may be able to cancel/close the benefit. Please see the terms and conditions that apply to the benefit for this.

2.4. If such a provider makes an unfavourable change to the terms and conditions that apply to any benefit that you have, or cancels/closes such a benefit, you may close your account in the ways described in clause 33 of the General Terms at any time during the period of notice of the change or cancellation given to you by the provider (this will be the case even if you are in an initial fixed period). If you close your account, all benefits will be withdrawn, and if a monthly fee is payable, the monthly fee will stop being payable after the fee for the month in which you close your account has been deducted.

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

3. Borrowing from us

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

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

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

• by way of a formal request, that is, you ask us for and we agree to provide you with, an overdraft or an increase to an existing overdraft limit before you authorise any payments or withdrawals from your account that, if made by us, would cause your account to go overdrawn or over an existing overdraft limit; or

• by way of an informal request, that is, where you authorise a payment or withdrawal to be made from your account which, if made by us, would cause your account to go overdrawn or over an
existing overdraft limit without having agreed with us in advance an overdraft or an increase in an existing overdraft limit on your account to cover such payment.

3.4. If we receive:
• any cheque drawn by you that we may be bound to honour; or
• any debit card transaction on your account; or
• any other payment or withdrawal instruction or request made by you (or by anyone with your authority) to us in any way, that would, if honoured by us, either make your account go overdrawn or go over an existing overdraft limit, we will treat this as an informal request from you for an overdraft.

3.5. If we receive a formal request for an overdraft or an increase to an existing overdraft limit from you, we will consider your request and, if we agree to it, we will give you a letter setting out the terms of the overdraft.

3.6. If we receive an informal request for an overdraft or an increase to an existing overdraft limit from you, we will consider your request and if we agree to it, we will provide you with an overdraft or an increase to your existing overdraft to cover the item concerned for 31 days. We will charge you an Informal Overdraft Usage Fee on any day your account is in informal overdraft.

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

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

3.7. We may charge overdraft interest whenever your current account (excluding Amanah Bank Account) goes overdrawn, on the amount by which it is overdrawn. We may continue to charge overdraft interest until there is a cleared credit balance on your account.

3.8. Before we deduct overdraft interest as set out in clause 3.7 and/or charges including daily Informal Overdraft Usage Fees as set out in clause 3.6 from your account, we will give you at least 14 days’ notice of how much we are going to deduct.

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

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

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

Text alerts
3.12 To try to help you avoid charges, if we hold a mobile telephone number for you we may send you text messages:
• if we have agreed an informal overdraft on your account; or
• if there is 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 is after 10.45pm) and you must continue to monitor your account carefully yourself.

We will 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.

4. Responsibility for borrowing on joint accounts
All of you together and individually are responsible for any money owed to us on the joint account. We may demand repayment from all and any of you for any money owing on the account. Please also see General Terms clause 23.

5. Cancellation of an overdraft facility
Once we have agreed to provide you with an overdraft facility you have the right to cancel the facility within 14 days. If you do wish to cancel you should write to us (see clause 41 of the General Terms) or telephone us. If you exercise your right to cancel you will be required to repay us the full amount drawn down under the facility. In addition you will be required to pay us overdraft interest on the outstanding balance until it is repaid in full. Your right to cancel will end after 14 days but you are still free to end your overdraft facility at any time by paying back all amounts.

6. Credit Interest
We calculate interest daily on the cleared balance and pay it monthly on the current accounts detailed on page 32.
7. Joint accounts
You cannot have a joint Student Bank Account, International Student Bank Account or Gap Year Bank Account.

8. Amanah Bank Account
8.1. Your Amanah Bank Account should only be operated in credit.
8.2. No credit interest or overdraft interest will apply to Amanah Bank Accounts.
8.3. Our Amanah Bank Account is not presently available to customers in the Channel Islands and Isle of Man.

9. Appointee Bank Account
You can only open and operate an Appointee Bank Account on behalf of a person who is mentally incapable. If you break any duty or obligation you owe to such person you will repay to us any losses we may suffer as a result. The balance on the account must not exceed £3,500; if it does, we may at our discretion freeze and/or close the account and/or transfer the balance to another of our accounts.

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

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

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

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

13. Foreign Currency/International Personal Current Accounts
You must hold a sterling Current Account with us for as long as you have your Foreign Currency or International Personal Current Account. If you do not do so or you close your sterling current account then we will immediately close your Foreign Currency or International Personal Current Account. Bill payments, standing orders, debit card payments, SEPA payments and Global Transfers cannot be made from Foreign Currency/International Personal Current Accounts and you cannot make any payments from these accounts via Online Banking.

14. HSBC Premier service
14.1. HSBC Premier is a service which includes a current account. HSBC Premier service includes a range of products together with benefits on accounts, goods or services provided by us, other members of the HSBC Group or specially selected third parties. Separate terms and conditions may apply to some or all of the benefits and we will provide these to you when the benefits are made available.
14.2. We will tell you which benefits are available when you enquire about or apply for the appropriate service. We may later change these benefits and any applicable terms.

14.3. HSBC Premier
14.3.1. Qualification criteria apply to HSBC Premier. If you do not meet the qualification criteria we will give you 2 months’ personal notice that we will be converting HSBC Premier to our Bank Account product. We will provide you with all the relevant information for your new account.

We may change the HSBC Premier qualification criteria from time to time in accordance with clauses 28 to 32 of our General Terms. You can close HSBC Premier without notice if you are not happy with the changes proposed.

15. Bank Account Pay Monthly
15.1. Eligibility
15.1.1. If, at any time, you no longer meet the eligibility criteria for Bank Account Pay Monthly, we may give you two months’ personal notice that we will close your account and end your contract with us.
15.1.2. Clause 1.2 of the Current Accounts Terms does not apply to Bank Account Pay Monthly.

15.2. Borrowing under Bank Account Pay Monthly
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.
15.2.3. “Buffer”

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 an insufficient formal overdraft facility 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 28 to 32 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 overdraft interest, fees and any charges (even if this is within the 31 day period referred to above);
• the rate of overdraft interest that applies to any borrowing within the Buffer is set out in the price list;
• overdraft 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 overdraft 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, overdraft interest will continue to accrue on that balance until you have repaid us in full;
• we may change the overdraft interest rate that applies to borrowing within the Buffer in accordance with clauses 28 to 32 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 overdraft interest that has accrued on that balance at any time; and
• any security you may have provided to us over your home does not secure nor affect the Buffer.

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, either make your account go overdrawn or 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 overdraft 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 any overdraft fees.

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 6201, Coventry, CV3 9HW. 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 28 to 32 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 PIN code for your mobile phone;
- your mobile phone being lost, stolen or no longer under your control; or
- your contract with the network operator ending.

15.8. Security

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

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

Savings Accounts Terms and Conditions (Savings Accounts Terms)

These Savings Accounts Terms apply to our savings accounts listed in the table on page 38, including joint accounts and accounts which you are authorised by the account holder to operate under a third party authority.

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

Bill payments, SEPA payments, Direct Debits (including SEPA Direct Debits), Global Transfers and standing orders cannot be made from International Personal/Foreign Currency Savings Accounts and you cannot make any payments from these accounts via Online Banking.
SEPA payments, Direct Debits and standing orders cannot be made from Future Saver for Children accounts.

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

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

1. Account Opening

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

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

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

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

1.5. You must not borrow on any of our savings accounts.

<table>
<thead>
<tr>
<th>Type of Account</th>
<th>Minimum Age*1</th>
<th>Types of Card</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flexible Saver</td>
<td>7</td>
<td>None</td>
</tr>
<tr>
<td>HSBC Premier Savings Account</td>
<td>18</td>
<td>None</td>
</tr>
<tr>
<td>Future Saver for Children</td>
<td>18</td>
<td>None</td>
</tr>
<tr>
<td>Regular Saver</td>
<td>As for qualifying Current Account</td>
<td>None</td>
</tr>
<tr>
<td>Instant Access Savings Account*2</td>
<td>7</td>
<td>Debit Card *3</td>
</tr>
<tr>
<td>International Personal Instant Access Savings Account, Foreign Currency Savings Account</td>
<td>7</td>
<td>None</td>
</tr>
</tbody>
</table>

*1 We may vary the minimum age requirements.
*2 No longer on sale.
*3 You can no longer apply for a card on this account.

2. Credit Interest

2.1. We calculate interest daily on the cleared balance and pay it monthly on our Instant Access Savings Account, Future Saver for Children Account, HSBC Premier Savings Account and Flexible Saver.

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

3. Regular Saver

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

3.1. You must already have a Bank Account, Bank Account Pay Monthly, an HSBC Premier Bank Account or a Graduate Bank Account with us before you can apply for a Regular Saver.

3.2. You must continue to hold a Bank Account, Bank Account Pay Monthly, HSBC Premier Bank Account or a Graduate Bank Account with us for as long as you have your Regular Saver. If you do not do this we will close your Regular Saver and pay the money into your current account prior to you closing it. If you are switching your current account using the Current Account Switch Service, we will send the money to your new current account the working day after the switch has taken place. If you have an outstanding debt on your HSBC current account, we will use the money from your Regular Saver to repay that debt. We will then send any remaining money to your new current account.

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

3.4. You must open your Regular Saver with an initial deposit on the day of account opening of
between £25 and £250 by direct transfer from one of the current accounts listed in clause 3.1 only.

3.5. In each of the next 11 months, you can make savings once a month into your Regular Saver. These can only be made by way of standing order from one of the current accounts listed in clause 3.1 and must be for an amount between £25 and the maximum monthly balance (please see clause 3.6 of these Savings Accounts Terms for more detail on the maximum monthly balance).

3.6. The maximum monthly balance means £250 in the first month after your Regular Saver is opened, increasing by £250 in each subsequent month. So, £500 in month 2, £750 in month 3 and so on.

3.7. The first standing order payment must be at least one calendar month after account opening. You can change the amount of the monthly standing order subject to clauses 3.5 and 3.6 above. You can only make one standing order payment to your Regular Saver in any one month.

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

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

3.10. Interest on your Regular Saver
You will receive interest on your Regular Saver at the fixed Regular Saver interest rate advised to you at account opening. You will only receive this in respect of monthly savings made in accordance with clause 3.4 to 3.7. If you have saved more than the maximum monthly balance then you will receive interest on the excess at the same rate as would apply to an amount equivalent to the excess in a Flexible Saver or any account that replaces it. If you close your Regular Saver before the anniversary of the date you opened it (including if you cancel your contract with us as set out in clause 41 of the General Terms) we will pay you interest up to the date of closure at the same rate as would apply to an equivalent amount in a Flexible Saver account or any account that replaces it (the “Closure Rate”). We will transfer the money in your Regular Saver together with interest which you are entitled to receive to your current account unless you advise us to pay it to a savings account you hold with us.

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

3.11. You cannot make any withdrawals from your Regular Saver unless you close it. We will then repay all the money in your Regular Saver into your current account unless you advise us to pay it to a savings account you hold with us.

3.12. On the anniversary (365 days later) of the date your Regular Saver was opened your account will cease to be a Regular Saver. If you have one of the following accounts with us in the same name(s) as your Regular Saver, your money and any accrued interest will be transferred to that account:

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

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

If you do not have any of the accounts set out above with us, your Regular Saver will convert to a new Flexible Saver account, or, if you are an HSBC Premier customer, to a new HSBC Premier Savings account (or any accounts that we have replaced them with) in the same name as your Regular Saver, and will be subject to the General Terms and these Savings Accounts Terms. It can take up to five working days to convert your Regular Saver to your new account, and you will earn interest at the rate applicable to your new account until it is converted. While your account is being converted you will have instant access to your money through your local branch or via Telephone Banking Service.

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

Glossary

“ATMs” means automated teller machines at which your card will be accepted, which may be operated by us or by someone else.

“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.

“branch(es)” means branches of HSBC Bank plc in the United Kingdom, Channel Islands and the Isle of Man.

“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 natural person or legal entity (other than you) whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include any guarantor, recipient of a payment, anyone who has opened or operates an account on your behalf, anyone entitled to the money in an account or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group.

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

“Express Bank machines” means some of our self-service machines that offer day-to-day banking services in addition to the services that are available at ATMs.

“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 (a) screening, intercepting and investigating any communication, application for Services or any payment, whether sent to or by you or on your behalf, (b) investigating the source of or intended recipient of money, (c) combining Customer Information with other related information in the possession of the HSBC Group and/or (d) 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.)

“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 or offices.

“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 us or a member of the HSBC Group.

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

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

“Online Banking (OB)” means our Online Banking service. We may offer facilities through which you may access some but not all of your Online Banking services. References and requirements within the Terms to the Online Banking service means both our full service (which is available by logging on at hsbc.co.uk) and also any other facilities we offer through which you can access some or all of our Online Banking services unless stated otherwise.

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

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

“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.

“Tax Authority” means UK or foreign tax, revenue or monetary authorities (for example, HMRC).

“Tax Certification Forms” means any forms or other documentation which may be issued or required by a Tax Authority or by us from time to time to confirm your tax status or the tax status of a Connected Person.

“Tax Information” means documentation or information about a person’s tax status.

“Telephone Banking Service (TBS)” means our Telephone Banking Service.

“we”, “us”, and “our” mean HSBC Bank plc.

“working days” means Monday to Friday, except public holidays.

“you” and “your” mean the account holder, or if the account is in joint names, all account holders.
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 03457 125 563 (+44 207 088 2077 from overseas).