## Contents

<table>
<thead>
<tr>
<th>Clause</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Eligibility</td>
<td>5</td>
</tr>
<tr>
<td>2. Different types of payment into and out of your account</td>
<td>5</td>
</tr>
<tr>
<td>3. Information you need to provide when you make a payment</td>
<td>5</td>
</tr>
<tr>
<td>4. Online Banking</td>
<td>5</td>
</tr>
<tr>
<td>5. Telephone Banking Service</td>
<td>6</td>
</tr>
<tr>
<td>6. Branch</td>
<td>6</td>
</tr>
<tr>
<td>7. Self-service machines</td>
<td>6</td>
</tr>
<tr>
<td>8. Post</td>
<td>6</td>
</tr>
<tr>
<td>10. Important security information</td>
<td>7</td>
</tr>
<tr>
<td>11. When payments will and will not be made by us</td>
<td>9</td>
</tr>
<tr>
<td>12. Foreign payments</td>
<td>9</td>
</tr>
<tr>
<td>13. Interest</td>
<td>10</td>
</tr>
<tr>
<td>14. Charges for payments/services and for enquiries about an instruction</td>
<td>10</td>
</tr>
<tr>
<td>15. Cut-off times, execution times and when you can cancel an instruction to make a payment</td>
<td>10</td>
</tr>
<tr>
<td>16. Internal transfers, bill payments (including faster bill payments), Electronic Fund Transfers, Currency Account Transfers, Priority Payments, SEPA payments, Worldpay payments and standing orders (including faster standing orders)</td>
<td>11</td>
</tr>
<tr>
<td>17. Direct debits</td>
<td>12</td>
</tr>
<tr>
<td>18. Debit card payments</td>
<td>12</td>
</tr>
<tr>
<td>19. Cash withdrawals</td>
<td>13</td>
</tr>
<tr>
<td>20. Cash payments in</td>
<td>13</td>
</tr>
<tr>
<td>21. Cash withdrawals and cash and cheque payments in at Post Office branches</td>
<td>14</td>
</tr>
<tr>
<td>22. Cheques</td>
<td>14</td>
</tr>
<tr>
<td>23. Statements</td>
<td>15</td>
</tr>
<tr>
<td>24. Fraud prevention</td>
<td>16</td>
</tr>
<tr>
<td>25. Responsibilities</td>
<td>16</td>
</tr>
<tr>
<td>26. Changing the Terms – general information</td>
<td>18</td>
</tr>
<tr>
<td>27. Changing interest rates that apply to money you have with us in your account</td>
<td>18</td>
</tr>
<tr>
<td>28. Other changes to the Terms</td>
<td>18</td>
</tr>
<tr>
<td>29. Reasons for making changes</td>
<td>19</td>
</tr>
<tr>
<td>30. Other reasons for making changes to the Terms</td>
<td>19</td>
</tr>
<tr>
<td>31. What you can do when we tell you about a change</td>
<td>19</td>
</tr>
<tr>
<td>32. Ending this contract and closing your account</td>
<td>19</td>
</tr>
<tr>
<td>33. General</td>
<td>20</td>
</tr>
<tr>
<td>34. Your Information</td>
<td>22</td>
</tr>
<tr>
<td>35. General Information</td>
<td>24</td>
</tr>
</tbody>
</table>
These Livecash Terms and Conditions (the “Livecash Terms”) apply to the Livecash account. Your agreement for your Livecash account consists of the Livecash Terms and any Additional Conditions (the Livecash Terms and any Additional Conditions are together the “Terms”).

Additional Conditions include the following: 1) all interest rates that apply to your Livecash account; 2) the price list applicable to your Livecash account (you can also find out about charges by calling us or by looking at our website at hsbc.co.uk or by asking our staff in our branches); and 3) any other terms that we provide to you that apply to your Livecash account.

The Livecash Terms are also a framework contract for payment services on your account.

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

In the Terms:

“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 branch(es) 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 over any part of the HSBC Group;

“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 your parent(s) or legal guardian(s), 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; and

“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 (i) screening, intercepting and investigating any communication, application for Services or any payment, whether sent to or by you or on your behalf, (ii) investigating the source of or intended Recipient of money, (iii) combining Customer Information with other related information in the possession of the HSBC Group and/or (iv) 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” 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 Information” means documentation or information about your tax status;

“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;

Your Livecash account should not be used for business purposes. No third party will have any rights under the Terms, other than to the extent parents/legal guardians are given rights under the Terms. The Terms apply to you and us only, other than clause 33.12 which applies to your parent/legal guardian.

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

Channel Island and Isle of Man customers only

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

We would draw your attention to the following sections for specific information relating to customers of the Channel Islands and Isle of Man: 22.2 (Cheques returned unpaid and paying in cheques); 32.9 (Probate); 33.12 (Governing Law); 33.4 (Tax on credit interest); and the back page of the Livecash Terms (Depositor’s Compensation Scheme and How to Complain). 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>
</tr>
</thead>
<tbody>
<tr>
<td>UK accounts</td>
<td>03457 404 404 (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>
</tr>
<tr>
<td>Channel Islands/ Isle of Man accounts</td>
<td>03456 006 161 (8am to 10pm)</td>
<td>+44 1226 261 010 (8am to 10pm)</td>
</tr>
<tr>
<td>HSBC Premier customers</td>
<td>03457 70 70 70</td>
<td>+44 1226 260 260</td>
</tr>
<tr>
<td>HSBC Advance customers</td>
<td>03457 404 404</td>
<td>+44 1226 261 010</td>
</tr>
<tr>
<td>Textphone for all accounts</td>
<td>03457 125 563</td>
<td>+44 207 088 2077</td>
</tr>
</tbody>
</table>
1. Eligibility
1.1. To have a Livecash account you must be between 11 and 15 years old.
1.2. You cannot have a Livecash account jointly with anyone else.

2. Different types of payment into and out of your account
2.1. 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.
2.2. You cannot make Global Transfers from your Livecash account.
2.3. Other items that are payable to you will be payable into your account.

3. Information you need to provide when you make a payment
3.1. Priority Payments, Worldpay payments and SEPA payments you make and international payments you receive
3.1.1. 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.
3.1.2. If you are going to receive Priority Payments or SEPA payments an international payment you must tell the sender of the payment your BIC and IBAN.
3.2. Electronic Fund Transfers, bill payments (including faster bill payments) and internal transfers
3.2.1. Unless clauses 3.2.2 or 3.2.3 apply, 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); and
• the amount of the payment.
3.2.2. 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.
3.2.3. 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.
3.3. Standing orders (including faster standing orders)
3.3.1. We will require all the following details from you to enable us to set up a standing order from your account:
• the Recipient’s name, sort code and account number;
• the date we are to start deducting the payments from your account;
• how often you want us to make the payments;
• the amount of each payment and for what length of time you require us to make the payments; and
• any reference identifying the payment (including a reference to you or the Recipient).
3.3.2. We use payment systems to send electronic payments. Payment systems will only 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 will 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.
3.3.3. 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.

4. Online Banking
You may be able to make some payments through Online Banking by logging on, using your user ID and 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.

5. Telephone Banking Service

5.1. TBS is available provided you have a touch tone telephone and identity can be verified, 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.

5.2. You can contact us via TBS by calling the applicable number set out in the table before clause 1 of these Livecash Terms.

5.3. To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us.

5.4. To use our Automated Service you will need a touch tone telephone and a security number.

5.5. Our Automated Service enables you to:

5.5.1. obtain your balance, see clause 23.5 which provides more detail about balance information;
5.5.2. obtain details of recent transactions;
5.5.3. transfer money between certain accounts you have with us;
5.5.4. make certain types of payments; and
5.5.5. speak with a Customer Service Representative in relation to other enquiries.

5.6. Your instructions

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

5.6.2. On satisfactory completion of our security procedures, we can act on any instructions given to us, even if these instructions were not given by you or with your authority. Please also see clause 25.4 which sets out details of our liability for unauthorised transactions.

5.7. Availability of TBS

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

6. 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.

7. 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.

8. 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 3) 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.


9.1. General

9.1.1. 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.

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

9.2.1. We will give you:

• a cash withdrawal card; or
• a debit card if you are aged between 13 and 15, if we are replacing or renewing your card. You can ask us not to give you a cash withdrawal or a debit card.

9.2.2. You agree that we will send you a debit card when you reach the age of 13 to replace your cash withdrawal card. However, you or any of your parents/legal guardians can ask us not to do so at any time before you reach 13 simply by writing to us. If we receive such a request we will not send you a debit card. Otherwise, we will only send you a card: when we renew your existing card (which we may do periodically); to replace a card you already hold (for example, where the original card has been lost or stolen); or if you ask for one.

9.2.3. We may ask you to activate any new/replacement card you receive from us before you can use it.

9.2.4. 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 (this includes where we replace your cash withdrawal card with a debit card when you reach the age of 13). 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.

9.2.5. 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. You will also need your Card PIN to be sure you can pay for goods and services at the premises of a retailer or other supplier with a chip and PIN debit card.

9.3. Your card and your account

9.3.1. 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 25.8 which provides more detail on the suspension of the use of cards.

9.3.2. 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.

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

9.4. Returning your card

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

9.5. Self-service machines

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

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

9.5.3. 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 certain accounts you have with us.

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

9.5.5. We may allow you to use your debit card in self-service machines in the UK and abroad operated by other financial institutions if such machines display the 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.

9.5.6. If other 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.

9.5.7. You can use your 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 or the Isle of Man. Payment will be deducted from the account that your card was issued on.

Using either of these services will reduce your daily cash withdrawal limit from our self-service machines by the amount of the payment you have made. You must ensure that you enter the correct mobile telephone number when purchasing mobile phone top-ups as we will not provide a refund if you enter an incorrect mobile telephone number.

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

10. Important security information

10.1. Online Banking is also subject to its own terms and conditions provided to you when registering for the service.

10.2. You must take all reasonable precautions to keep safe and prevent fraudulent use of any cards, security devices (such as the HSBC Secure Key) and security details (including PINs, security numbers, passwords or other details including those which allow you to use TBS). These precautions include but are not limited to all of the following, as applicable:

**General**

- never writing down or otherwise recording your PIN and other security details in a way that can be understood by someone else;
- not choosing security details that may be easy to guess;
- taking care to ensure that no one hears or sees your security details when you use them;
• keeping your security details unique to your accounts with us;
• not allowing anyone else to have or use your card, security devices, PINs or any of your security details (including for TBS) and not disclosing them to anyone, including the police, an account aggregation service and us, except your card number and other card details when using your card in connection with making payments, and your security details when registering for or resetting your TBS security details (but even then do not disclose in full);
• keeping card receipts and other information about your account containing personal details (such as statements) safe and disposing of them safely. People who commit fraud use many methods such as searching in dustbins to obtain this type of information. You should take simple precautions such as shredding paper containing such information;
• changing your security details immediately and telling us as soon as possible in accordance with clause 10.3 if you know, or even suspect, that someone else knows any of those details, or if we ask you to;
• keeping your card, security devices, PINs and other security details safe.

Cards and Card PINs
• safely destroying any Card PIN advice we send you immediately after receipt, e.g. by shredding it;
• signing each card as soon as you receive it, if it bears a signature strip;
• keeping your debit card separately from your cheques;
• not disclosing the card number, Card PIN or card security codes except when using the cards to make payments;
• not disclosing your Card PIN for mail order payments or when paying for goods and services over the telephone or through the internet;
• complying with clause 18.2 covering the acceptance of fraud prevention systems (such as Verified by Visa) when using debit cards to make payments through the internet;
• not tampering with the card;
• complying with all reasonable instructions we issue regarding keeping your card and Card PIN safe.

Telephone Banking (TBS)
• when you call us, we will confirm your identity using our current security procedures. We may not be able to assist you if we are unable to identify you as our customer using our security procedures;
• when you contact us by telephone, you should not use cordless or mobile telephones operating on an analogue network. We recommend that you use either a landline or a digital mobile telephone. We are not responsible for the security of your account if anyone else overhears you speaking to us on the telephone;

10.3. 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 us about your TBS security details and lines are closed, please call without delay the applicable number for Cards and Card PINs issues and we will block access to your account via TBS (to re-set your relevant security details you will need to call the usual number during opening hours). Telephone calls will be put through to our Automated Service. Textphone calls will be put through to our Customer Service Centre. To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us.

<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>TBS 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>
</tr>
<tr>
<td>Channel Islands/ Isle of Man accounts</td>
<td>03456 006 161 (8am to 10pm)</td>
<td>+44 1226 261 010 (8am to 10pm)</td>
</tr>
<tr>
<td>HSBC Premier customers</td>
<td>03457 70 70 70</td>
<td>+44 1226 260 260</td>
</tr>
<tr>
<td>HSBC Advance customers</td>
<td>03457 404 404</td>
<td>+44 1226 261 010</td>
</tr>
<tr>
<td>Textphone for all issues</td>
<td>03457 125 563</td>
<td>+44 207 088 2077</td>
</tr>
</tbody>
</table>
10.4. You will find the website financialfraudaction.org.uk a helpful guide on what to do if you suspect card fraud.

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

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

10.7. If you find your card after having called us under clause 10.3, you must not use it again. You must cut it into at least six pieces and return it to us immediately.

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

11.1. We will make/authorise a payment from your account if you authorise it in any of the ways set out in the Livecash Terms, and there are sufficient cleared funds in your account.

11.2. Where the payment is to be made in the future, you must make sure that you have met the conditions in clause 11.1 at the start of the day the payment is due to be made (i.e. 00.00am).

11.3. 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 if, before 3.30pm on the day the payment is due to be made:

• you pay in sufficient cleared funds; and
• there is still a sufficient available balance to enable the payment to be made 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.

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

11.5. When we assess whether to make/authorise payments under clause 11.1, 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.

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

11.6.1. if any of the conditions set out in the Livecash Terms have not been met; or

11.6.2. if the payment would exceed any limits we may set (please see clauses 16.3 and 19.2 for more details about limits); or

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

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

11.6.5. for fraud prevention purposes; or

11.6.6. if we are not able to send the payment by one of the payment methods we use.

11.7. 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 24 for details about our fraud prevention measures and what we do if we suspect fraud. In all cases, if you telephone us, we will tell you if a payment has been refused, the reasons for the refusal (if possible) and the procedure for correcting any factual errors that led to the refusal. This information will be available immediately after our refusal of your instruction. We will not be able to provide you with details in any of these ways if it is unlawful for us to do so.

12. Foreign payments

General

12.1. The exchange rates we use are variable exchange rates which are changing constantly throughout the day (for example, to reflect movements in foreign exchange markets). The exchange rate applied to your payments will appear on your statement.

12.2. Payments you make

12.2.1. 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 payments will be the HSBC exchange rate applicable at the time your payment is processed. You can call us to find out rates.

12.2.2. When you instruct us to make a payment involving a currency exchange, we will check to see if you comply with clause 11.1. 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 11.1. If you do not and we are unable to make the payment, we will convert the payment back into the original currency at the HSBC exchange rate applicable at that time. If this leads to a loss or a gain due to an unfavourable or favourable movement of the HSBC 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.

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

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

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

12.2.6. 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.

12.2.7. For payments other than those described in clause 12.2.5, 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.

12.3. Payments you receive

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

12.3.2. 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 Accounts. Details of the charges are in the Price List that applies to your account.

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

13. Interest

13.1. You will receive interest, if applicable, at the rate that applies to your Livecash account. Details of our interest rates are available in our branches and online. Any interest applicable will be calculated on the daily cleared balance and paid into your account monthly.

13.2. For bill payments (excluding faster bill payments) and standing orders (excluding faster standing orders), you will receive interest, where applicable, on a payment until it reaches the Recipient’s bank. In all other cases, you will receive interest up to the time the payment is deducted from your account.

13.3. 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.

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

14.1. 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.

14.2. We may make a charge for any enquiry 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.

14.3. We may charge for any incidental expenses we incur in providing additional services to you. We will advise you of the charge before we provide the service. You authorise us to deduct these charges from your account when you give your instructions.

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

15.1. 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 20.3 and 22.1.2. 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).

15.2. 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.

15.3. The maximum execution time (the time it takes for the payment to reach the Recipient’s bank), is set out in clauses 16 and 17 to 22. 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.

15.4. 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.

15.5. 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.

15.6. 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.

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

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

16.1. 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.

16.2. 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. 3 working days for bill payments to HSBC Bank International branch accounts. The same day for all other bill payments.
- Electronic Fund Transfers and Global Transfers – same day.
- Currency Account Transfers – next working day except for Moroccan Dirham accounts which may be up to 2 working days.
- Priority payments – next working day (within the EEA). Up to 4 working days outside the EEA but this may take longer depending on the country the money is being sent to.
- SEPA payments – next working day.
- Worldpay – next working day (within the EEA and in EEA currency). Up to 6 working days outside the EEA and/or non EEA currency) but this may take longer depending on the country the money is being sent to.
- Standing Orders – immediate for standing orders to other accounts with us (up to 2 hours to a credit card account with us). 3 working days for standing orders to HSBC Bank International branch accounts. Same day for any other standing orders.

16.3. 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.

16.4. Automatic Transfers

16.4.1. If you ask us, we will set up an automatic transfer from your account to another UK account you have with us in the same name, including joint accounts you hold with someone else. The account the transfer is sent to must not have restrictions on deposits or be a cash ISA product.
16.4.2. You will need to specify the date on which, and the frequency with which, the automatic transfer will happen. The frequency can be daily, weekly or monthly. If you want to change your transfer date please call us on the applicable number set out in the table above clause 1 of these Livecash Terms or change it online using Online Banking.

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

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

17. Direct debits

17.1. 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.

17.2. 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.

17.3. You can withdraw your agreement for:

17.3.1. SEPA direct debit payments, by telling us via branch or TBS 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

17.3.2. any other direct debit payments, by telling us via a branch or TBS 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.

17.4 You can also tell us via branch or TBS to:

• cancel all SEPA direct debit instructions;
• stop all SEPA direct debit instructions to a specific Recipient; and
• pay SEPA direct debits to specified Recipients only.

17.5 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.

17.6 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.

18. Debit card payments

18.1. 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 clauses 25 to 29 of these Livecash Terms.

18.2. 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.

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

18.3.1. for transactions in person, we will require you to:
• 18.3.1.1 enter details of your Card PIN into a key pad; or
• 18.3.1.2 provide a signature; or
• 18.3.1.3 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 key pad or provide a signature);

18.3.2. 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.

18.4. 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.

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

18.6. 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. 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
charges that will apply.

next working day. See the relevant price list for
when we receive details of the payment from the
will be deducted from your account balance
and you will need to press a button on the keypad
rate, the amount of cash you will receive and the
third party conversion, the applicable exchange
at the latest the next working day. If you use a
payment from the payment scheme (e.g., VISA),
from your account once we receive details of 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
clause 1 of these Livecash Terms, or visiting the
card support section of our website hsbc.co.uk.

19. Cash withdrawals

19.1. You can withdraw cash from your account
over a branch counter or from one of our self-
service machines or, for debit cards only, from a
self-service machine operated by another financial
institution that allows cash withdrawals and has a
VISA logo.

19.2. 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.

19.3. 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.

19.4. 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 18.6), the amount of any
cash will be converted into sterling as set out
in clause 18.7). We will deduct the withdrawal
from your account once we receive details of the
payment from the payment scheme (e.g. 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.

19.5. For any sterling cash withdrawals at third
party self-service machines outside of the UK, we
will deduct the withdrawal from your account
on the same day. If we receive details of the payment from
the payment scheme e.g., VISA, at the latest the
next working day. See the relevant price list for
charges that will apply.

19.6. 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.

19.7. 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).

19.8. We will deduct cash withdrawals made
over the counter at one of our branches from your
account on the same day.

20. Cash payments in

20.1. 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
• if you have a card, by using your card 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 insert your card into
the card reader on the counter and hand your
cash to the cashier. You must not send cash to
us by post.

If you do not have a card issued by us you may
still be able to pay cash in your account(s) at
one of our self-service machines – please ask a
member of staff for assistance with this.

20.2. 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
interest calculation purposes (if applicable) on the
same day.

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

20.4. If you use one paying-in slip to pay a mixture of cash and cheques into your account over the counter at one of our branches or by using one of our paying-in machines, the cash will be credited to your account, available for you to withdraw and treated as cleared for interest calculation purposes (if applicable) as described in clauses 20.2 and 20.3 (as applicable). Please see clause 22 for the treatment of cheques.

20.5. Other banks may allow you to pay in cash through their branches to your HSBC account(s). You may be charged for this service. The cash will be credited to your account and available for you to withdraw immediately after we receive it. It will be treated as cleared for interest calculation purposes (if applicable) on the same day.

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

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 current account. You must have a Card PIN to be able to do this. You can also pay in cheques at all Post Office® branches by completing a pre printed paying in slip from your paying in book and handing this to the Post Office® cashier in a paying in envelope.

22. Cheques

22.1. Cheques you receive

22.1.1. The ‘central clearing cycle’ (normally three working days) is the time taken for money paid from or into your account to be deducted or added. This section applies to our normal clearing cycles for cheques drawn in sterling or in euros (other than those drawn on banks abroad) paid into branches of English, Scottish, Welsh or Northern Ireland banks in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

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 22.1.2 to 22.2.5 will start on the working day we receive your cheque from the Post Office®.

22.1.2. When you pay a cheque into your account you will normally have to wait three working days after the day it has been paid in before you can withdraw the money unless we agree otherwise, e.g. the proceeds of a cheque paid in on a Monday will normally be available for withdrawal on that Thursday. We may extend this time period if there are actual or potential credit or fraud prevention reasons to do so. 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 our 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.

22.1.3. We treat cheques as being cleared for interest calculation purposes (if applicable) two working days after they have been paid in, e.g. on Wednesday if paid in on a Monday. If you pay a cheque drawn on one of our branches into that branch and your account is also held at that branch, you will normally be able to withdraw the money on the next working day. The amount of the cheque is treated as cleared for interest calculation purposes (if applicable) on the day it is paid in.

22.2. Cheques returned unpaid and paying in cheques

22.2.1. A cheque which you have paid into your account can be returned unpaid and if this happens the sum shown on it will be deducted from your account. A cheque can be returned unpaid after we have decided to let you withdraw the money from your account or the amount shown on the cheque has been included in your available balance (please see clause 23.5 for what this means). 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 (please see clauses 22.2.2 to 22.2.5). 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. 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 for interest calculation purposes. A charge will be deducted from your account for using this service.

Please ensure that you understand what happens when a cheque is returned unpaid later as set out above. If you do not understand, please ask us to explain.
22.2.2. Clauses 22.2.3 and 22.2.4 apply to sterling cheques paid in at and drawn on branches of English, Scottish, Welsh or Northern Ireland banks.

22.2.3. 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 22.2.4 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 deduction from 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).

22.2.4. 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.

22.2.5. Clauses 22.2.3 and 22.2.4 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.

22.2.6. 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. A cheque or other item made payable to joint names cannot be paid into your account.

22.2.7. Different procedures apply to foreign cheques. Please ask us for details.

22.3. Bank Drafts

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

22.3.2. 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).

22.3.3. 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 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.

22.3.4. 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.

23. Statements

23.1. We will send you paper statements every six months. However, if you have not used your account for two years or more, then we may just send you one statement a year. If you wish, you can choose to view your statements online rather than receiving any paper statements from us.

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

23.3. 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.

23.4. If you ask, we will send you additional statements (including paper copies of statements sent to you electronically or copies of those previously supplied). We may charge for additional statements.

23.5. Balance information

23.5.1. We may provide you with details of:

• the balance on your account. This may include transactions that are still being processed and so may be subject to change, for example cheques that you have paid into your account and have not yet cleared.
• the available balance on your account. This includes the amount of cleared funds in your account. It is the amount you can actually withdraw from your account.

Please also refer to clauses 5.5 and 22. 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.

23.5.2. 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.

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

24. Fraud prevention

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

24.2. As part of our fraud prevention measures, we may need to speak with you to re-confirm some payments, e.g. 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.

24.3. If we believe there is suspicious activity on your account, we may contact you by post, telephone (including mobile phone), e-mail, 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 TBS 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.

25. Responsibilities

25.1. Making payments

25.1.1. We will make payments based on the information we require you to provide us as set out in clause 3. If you provide us with incorrect information, we will not be responsible if the payment is not made, it is delayed or it is made incorrectly. If you ask us, we will make reasonable efforts to recover an incorrect payment.

25.1.2. 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.

25.1.3. 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.

25.1.4. 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 16 and set out in our Banking made easy brochure. We can change this information by giving you at least two months’ advance personal notice. 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.

25.1.5. 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 25.1.4, we will, without undue delay, refund your account with either:

• the payment; or

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

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

25.2. Refunding pre-authorised payments such as direct debits

25.2.1. 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.

25.2.2. You must provide us with any information we request which is reasonably required to allow us to verify the conditions set out in clause 25.2.

25.2.3. 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 25.2.2.

25.2.4. The Direct Debit Guarantee Scheme applies, in addition to clause 25.2 to direct debit payments other than SEPA direct debits.

25.3. 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.

25.4. 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.

25.5. Liability for unauthorised transactions

25.5.1. Subject to clauses 25.5.2 to 25.5.4 and 25.6, we will be responsible for any unauthorised transactions that you tell us about in accordance with clause 25.4 (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 interest and charges. 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.

25.5.2. 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 TBS) or your account.

25.5.3. You will be responsible for all losses arising from unauthorised transactions on your account as a result of:
• you acting fraudulently;
• you intentionally or with gross negligence failing to use your card, TBS 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 10.3 of the loss or theft of any card, PIN, or other security or personalised details.

25.5.4. 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;
• 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 TBS;
• after you have notified us of the loss or theft of your card or security details in accordance with clause 10.3; or
• if we have failed to provide the facilities we describe in clause 10.3 for you to tell us if your card or any security details have been lost or stolen.

25.6. 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.

25.7. Payments into your account

25.7.1. 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.

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

25.7.4. If a payment is fraudulently or mistakenly paid into your account, the amount of the payment may subsequently be deducted. This may happen even if the funds are included in the balance of your account, you have used them to make a payment, have transferred or withdrawn all or part of them.

25.8. Suspension of debit cards, TBS or Online Banking

25.8.1. We may, at any time, ask you to return your card to us or suspend its use, or suspend your use of TBS or 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 TBS or Online Banking.

25.8.2. 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, TBS 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, TBS 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, TBS or Online Banking due to national or European legal obligations that apply to us.

25.8.3. 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.

25.8.4. You can ask us to lift any suspension of your use of your card, TBS or Online Banking by calling us.

26. Changing the Terms – general information

26.1. We may change interest rates and other Terms in accordance with this clause 26 and clauses 27 to 31.

26.2. For products or services that you have which have particular terms that are fixed, please see the Additional Conditions for information on the circumstances in which we may make changes to those terms. If there is a conflict between this clause 26 or clauses 27 to 31 and those Additional Conditions, the Additional Conditions will apply.

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

26.4. When we give you notice of a change of interest rates 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.

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

27. Changing interest rates that apply to money you have with us in your account

27.1. If the interest rate is based on a reference rate (for example the Bank of England base rate):
- we will change the 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 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 2 months’ advance notice.

27.2. If the credit interest rate is not based on a reference rate, or ceases to be 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.

28. Other changes to the Terms

28.1. We may make changes to any charges in the price list, including introducing new charges and making changes to the basis on which we charge for operating/providing products/services, by giving you at least two months’ advance personal notice.
29. Reasons for making changes

29.1. We may make any change to the Terms under clauses 26 to 28 for all or any of the reasons set out in this clause 29 that apply.

- If the change is favourable to you.
- Following, or in anticipation of, and to respond to a change in relevant law or regulation or to respond a change in industry guidance or code of practice or good banking practice.
- To respond to the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar body.
- To respond to the costs or consequences of any event beyond our control that may impact our provision of accounts, services or facilities to you.
- To make the Terms clearer.
- To respond to any change in our systems and procedures, including any change arising from any reorganisation of our business as a result of it being acquired by, or by our acquiring, another bank or organisation.
- To respond to any change in the base rate, or any rate that replaces it, as set by the Bank of England or by any Bank that takes over responsibility for setting such a rate (or the equivalent rate set by the relevant country’s central bank when dealing with foreign currency).
- To respond to changes or anticipated changes in costs associated with relevant technology, the costs we pay to others in respect of the product in question, inflation and/or in our costs of providing accounts, services or facilities.
- To respond to any changes or anticipated changes in money market interest rates or the cost to us of money we lend.
- To improve the services we provide.
- To respond to our internal policies on competitiveness, market share and/or the profitability of our business as a whole, where we are not acting dishonestly, for an improper purpose, in a manner which inappropriately discriminates against a particular customer or as an unreasonable financial institution would.

Where we make any change under this clause the change will be proportionate to the underlying reason for the change.

30. Other reasons for making changes to the Terms

We may also make a change to the Terms under clauses 26 to 28 for any other valid reason that applies and that is not described in clause 29. We will always give you personal notice of any such change and notify you that the change has been made under this clause 30.

31. What you can do when we tell you about a change

31.1. When we give you advance notice of a change we intend to make in accordance with clauses 26 to 30, before the change takes effect you may end this contract and close your account in accordance with clause 32. There will be no charge for this. If you do not tell us that you want to end this contract, and if we do not hear from you as described in clause 31.2 before the date each change is to take effect, then you will be deemed to have accepted the change and it will take effect automatically.

31.2. If you do not accept a change made under clauses 26 to 30, then you must tell us before the change takes effect and we will treat this as notice from you to end this contract and close your account immediately in accordance with clause 32. There will be no charge for this.

32. Ending this contract and closing your account

32.1. You can end this contract and close your account 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). There is no charge for this. You must destroy any unused cheques and all cards issued to you by cutting them into at least six pieces.

32.2. Unless you instruct us not to, when you reach the age of 16 we will transfer your Livecash account to a MyAccount (or equivalent account if the MyAccount is no longer on sale when you reach 16). We will write to you at least two months before you are 16 giving you details of the MyAccount (or equivalent) and the terms and conditions that apply. We will also write to your parents/legal guardians who live at your postal address informing them that we will shortly be opening a new MyAccount for you and providing them with information about this. You can close your new account at any time without charge.

32.3. If you or any of your parents/legal guardians instruct us not to transfer your Livecash account to a MyAccount when you reach the age of 16, we will end this contract and close your account immediately and pay any credit balance to you. There will be no charge for closing your account.

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

32.4.1. 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 34.3; or

32.4.2. 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.

32.5. We will give you notice in writing immediately after your account has been closed under clause 33.

32.6. We may end this contract and close your account for any other reason by giving you at least two months’ written notice.

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

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

32.9. In the event of your death, we may require a Grant of Probate (in Scotland “Confirmation”) or Letter of Administration issued by the authorities where your account is based (including in the Channel Islands or the Isle of Man) before releasing any monies in your account to your personal representatives.

33. General

33.1. Cancellation of your account

33.1.1. For 14 days after the date we open your account, you have the right to cancel your contract with us by closing your account. We will give you all your money back together with any interest it has earned. For applications by telephone, the 14 day period will start from the date you receive the Terms in the post or via email.

33.1.2. You can tell us you want to close your account by:
• writing to us at PO Box 6201, Coventry CV3 9HW; or
• calling us on the number set out in the table before clause 1;  
• telling your branch in writing, by phone or in person; or
• using Online Banking.

We will ignore any additional charges and any notice period that applies to your account.

33.2. Borrowing on your account

You must not borrow from us on your Livecash account.

33.3. Sharing information with your parents/legal guardians

We may when we wish, disclose information about your account to any of your parents or legal guardians. If any of your parents or legal guardians asks us about your account in writing or at one of our branches, we may also provide them with such information as we consider reasonable to enable them to be satisfied that the account has been operated in your best interests. We will write to your parents/legal guardians who live at your postal address to confirm we have opened a Livecash for you.

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

33.4.1. We will pay you 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 interest. However, if you are resident in the UK you will receive interest gross (without deduction of tax), if you are eligible and provide us with a completed form R85 or complete the appropriate form R85 online within Online Banking. If an R85 form is completed when you are under 16, a new form will be required, signed by you, once you become 16 or your interest will be paid after the deduction of tax.

33.4.2. In the UK, if we pay interest with tax deducted in the current tax year before we process the completed form R85, the tax will be refunded directly to the account from either the beginning of the tax year i.e. 6 April or when the last Section 975 Statement of tax deducted was issued, whichever is the later.

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

33.5. 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
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.

We will pay interest gross and will report certain details about you, your account and interest that has been paid to the relevant tax authorities. They in turn will pass this information to the tax authorities in the country where you reside.

**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.

### 33.6. Contacting you

**33.6.1.** You agree that we may use any contact details you have provided to us, including your postal address, telephone number(s) (including your mobile telephone number) and e-mail address to contact you for service or operational reasons. These include telling you about changes to the Terms, including interest rates, that apply to your account 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. Remember, communications may contain confidential information and if anyone else has access to your e-mail inbox or mobile telephone messages for example, they may be able to see this. If you would prefer that we do not contact you for service or operational reasons by e-mail, mobile message or secure e-message please let us know. Whilst we will try to use your preferred channels wherever possible, you may continue to receive important service messages via these channels, for example, where we need to contact you urgently.

**33.6.2.** 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.

**33.6.3.** 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.

### 33.7. 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.

### 33.8. Transferring your account

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

### 33.9. Transferring rights and obligations

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

### 33.10. 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.

### 33.11. 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.

### 33.12. Governing law and language

**33.12.1.** 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 nonexclusive jurisdiction of the courts of England and Wales, Scotland or the Isle of Man, Jersey or Guernsey as appropriate.

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

33.13. Inactive accounts
We will treat your account as dormant (ie we suspend it) if it has been inactive for at least one year.

34. 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 clause 34.

34.1. Collection of customer information
Members of the HSBC Group may collect, use and share Customer Information (including information about you, your transactions, your use of our products and services, and your relationships with the HSBC Group). Customer Information may be:
• requested by members of the HSBC Group or on their behalf;
• collected from you directly, from someone acting on your behalf, or from anywhere else e.g. credit reference agencies;
• combined with other information available to members of the HSBC Group.

34.2. Use of customer information
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;
• meet the internal operational requirements of members of the HSBC Group (including, for example, product development, insurance, audit and credit and risk management);
• manage our relationship with you (including marketing and marketing research if you agree to them); and

• verify your identity.

34.3. Sharing customer information
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 do not 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.

34.4 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.

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.

34.5 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 clause Your Information (other than for marketing or market research purposes); or
• if a member of the HSBC Group suspects Financial Crime,
then we may:
(i) be unable to provide all or part of the Services to you and can end our entire relationship with you;
(ii) take necessary steps for any member of the HSBC Group to meet the Compliance Obligations; and/or
(iii) 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.

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

34.7 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.

34.8 Credit reference and fraud prevention agencies
We may share information with credit reference agencies for the uses described under the heading “Use of customer information” above, including to verify your identity and suitability for the Account.
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 8.30am to 6pm Monday to Friday, excluding public holidays.

34.9 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 them. Further information on our cookie policy, website terms and privacy statement can be found on our website.

34.10 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 34 will continue to apply even if this agreement is ended by you or us.
General Information

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors including most individuals and small businesses are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to the current FSCS limit for deposits. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, each depositor would have a separate claim up to the FSCS deposit limit and the maximum amount that could be claimed in total would be twice the current FSCS deposit limit. The FSCS deposit limit relates to the combined amount in all the eligible depositor’s accounts with the bank, including their share of any joint account, and not to each separate account.

HSBC and First Direct are both trading names of HSBC Bank plc and customers who hold deposits under both trading names will only be eligible for one claim of up to the FSCS deposit limit in total.

For further information about the compensation provided by the FSCS (including the current limits, amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website FSCS.org.uk or call the FSCS on 020 7741 4100 or 0800 678 1100. Please note only compensation related queries should be directed to the FSCS.

For all other enquiries on your account please contact HSBC using the telephone numbers before section 1 of these Livecash Terms.

HSBC Bank plc is incorporated in England and Wales and is established at 8 Canada Square, London E14 5HQ which is its registered office. HSBC Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Our firms reference number is 114216.

In the UK, HSBC Bank plc is also licensed by the Office of Fair Trading to carry on a consumer credit business, licence number 6343. HSBC Bank plc’s registered VAT number is GB365684514 and its company register number is 14259.

Deposits made with our branches in the Channel Islands and the Isle of Man are not protected by the rules made under the UK’s Financial Services and Markets Act 2000 for the protection of retail clients, including the UK Financial Services Compensation Scheme and the Financial Ombudsman Service. In Jersey, HSBC Bank plc is a participant in the Jersey Bank Depositor Compensation Scheme. The scheme offers protection for ‘qualifying deposits’ up to £50,000, subject to certain limitations. The maximum total amount of compensation is capped at £100,000,000 in any 5 year period. Full details are available on the Scheme’s website www.dcs.gg or on request. Deposits made with our branches in the Isle of Man are protected by the Isle of Man Compensation of Depositors’ Regulations 2010. Full details are available on request.

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

How to Complain

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