With effect from 1 September 2014

Your agreement with us consists of these Individual Savings Account Terms and Conditions (ISA Terms) and any Additional Conditions (the ISA Terms and the Additional Conditions are together “the Terms”) that apply to our Loyalty Cash ISA.

Additional Conditions include the following, as applicable to your Account/service: (1) all interest rates that apply to your Account; (2) all charges and other information that applies to your Account/service; and (3) any other terms that we provide you.

You will be given a price list when you take out your Account/service with us and you can also find details of interest and charges by telephoning us, looking on our website, or by asking staff in our branches.

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

The ISA Terms are also a framework contract (clauses 1-29 of the ISA Terms form this framework contract) for payment services on your Account.

In these Terms:

“Account” means your Loyalty Cash Individual Savings Account;

“Account Manager” or “ourselves” means HSBC Bank plc;

“Administrative Office” means HSBC Bank plc, General Banking Services, Block 5, Floor 3, Griffin House, 41 Silver Street Head, Sheffield S1 3GG, to which all communications should be addressed, or such other address that we may tell you about from time to time;

“Application” means a properly completed application to open an Account or transfer in an existing ISA to us from another ISA account manager in accordance with the ISA Terms;

“Associate” means any holding company of ours or a subsidiary of any such holding company as defined in Sections 1159 and 1260 of the Companies Act 2006 as amended or replaced from time to time;

“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 of our customers;

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

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

“Effective Date” means the date upon which we receive and accept both your Application and initial Payment;

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

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

“Financial Crime Risk Management Activity” means any action to meet Compliance Obligations relating to the detection, investigation and prevention of Financial Crime. This may include (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 Bank General Terms and Conditions” mean our general terms and conditions which apply to our main current and savings accounts;
“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;

“ISA” means an Individual Savings Account under the Regulations;

“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;

“Loyalty Rate” means the loyalty rate of interest paid on the balance in the Account for a period of 366 days from a) the Effective Date, and b) from the date that any additional funds are credited to the Account. The Loyalty Rate will not be paid on any part of the balance in the Account that exceeds the maximum annual ISA subscription limit;

“Payment” or “Payments” means any amount received from you or from another ISA account manager on your behalf for payment into your Account;

“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;

“PIB” means our Personal Internet Banking service. We may offer facilities through which you may access some but not all of your PIB services. References and requirements within the Terms to the Personal Internet 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 PIB services unless stated otherwise;

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

“Regular Savings” means when you pay in to an Account by making monthly payments by standing order as referred to in clause 4.10;

“Regulations” means the Individual Savings Account Regulations 1998 (as amended or replaced from time to time);

“Rules” means the rules and regulations in force from time to time of the Financial Conduct Authority or any successor regulator, acting within the scope of the Financial Services and Markets Act 2000 or any successor legislation and applicable to the Account at any given time;

“Self-service machines” means automatic machines at which you can access banking services using your card and PIN in relation to the account(s) you hold with us. These include ATMs, Express Bank machines, paying-in machines and our 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;

“Standard Rate” means the standard rate of interest paid on the balance in the Account when the Loyalty Rate is not being paid;

“Subscription” or “Subscriptions” means any amount received from you for payment into your Account;

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

“Tax Free” means free of UK income tax and capital gains tax;

“Tax Information” means documentation or information about your tax status;

“Tax Year” means a year beginning on 6 April and ending on 5 April in the following calendar year;

“TBS” means our Telephone Banking Service;

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

“Working day(s)” means Monday to Friday, except for public holidays;

“You” or “Your” means the person whose name, address and other particulars appear in the relevant Application to open an Account.

Your Account should not be used for business purposes.

No third party will have any rights under the Terms. We reserve the right to refuse to accept money or your Application to open an Account.

The Account is not sold through our branches in Jersey, Guernsey and the Isle of Man.

Please read the Terms and keep them in a safe place. You can ask for a copy of the Terms at any time.
Disabled customers
We offer many services including Braille and large print statements and sign language interpretation. For more information, just visit www.hsbc.co.uk, call us on 08457 404 404 (textphone 08457 125 563) or come into any HSBC Bank branch.

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>HSBC Premier customers</td>
<td>08457 70 70 70</td>
<td>+44 1226 260 260</td>
</tr>
<tr>
<td>Other customers</td>
<td>08457 404 404 (8am to 10pm)</td>
<td>+44 1226 261 010 (8am to 10pm)</td>
</tr>
<tr>
<td>Any issue – Textphone users only</td>
<td>08457 125 563</td>
<td>+44 207 088 2077</td>
</tr>
</tbody>
</table>

1. Appointment and authority
1.1 You appoint us as the account manager for your Account. We will manage it in accordance with the Terms, the Rules and the Regulations.
1.2 You authorise us to undertake any functions required of an ISA manager under the Regulations on your behalf and to comply with any other legislation or regulation or government publication which may affect or be in any way connected with your Account now or in the future.
1.3 On giving you at least 30 days notice, we may appoint an Associate as manager of the Account in our place. In such circumstances, that Associate will manage the Account in accordance with the Terms, the Rules and Regulations.

2. Opening an Account
2.1 These ISA Terms will come into effect on the Effective Date. The Effective Date is also the date upon which your Account opens.
2.2 You must be aged 16 or over to open an Account.
2.3 You can only open an Account in your sole name and not with anyone else.
2.4 You must already have a HSBC current account with us before you can apply for the Account.

3. Operating your Account
General
3.1 You can make a Subscription in cash, by cheque, by standing order and by internal transfer. Please see below for further details as to how you can do this.
3.2 The maximum amount that can be subscribed each Tax Year is the maximum permitted by the Regulations.
3.3 You can pay into your Account by way of Regular Savings in accordance with clause 4.10.
3.4 The Account is subject to availability and we reserve the right to:
   • withdraw it at any time and decline any applications, and
   • launch subsequent issues at different rates of interest.

Interest Rates
Please refer to clause 23 below about our interest rates and how we may vary these and/or any interest rate bandings that apply to your Account.

Subscriptions into your Account
If you do not make a Subscription to your Account during one complete Tax Year, you will need to complete an Account form before you can subscribe in subsequent Tax Years.

4. Different types of payment into and out of your Account
Payments that can be made both into and out of your Account
4.1 Internal transfers – sterling payments between UK accounts you have with us in the same name, including joint accounts which you hold with someone else.
4.2 Currency Account Transfers – payments between UK accounts you have with us in the same name, including joint accounts which you hold with someone else, that either involve a currency exchange or are made in a currency other than sterling.
4.3 Cash withdrawals – cash you withdraw from your Account.

4.4 Bill payments – sterling payments (other than Priority Payments or Electronic Fund Transfers) made into your Account from another account in your name, or from the account of another person or organisation in the UK, Channel Islands and Isle of Man, provided that the payment received is your money. Most Bill payments will be processed using the faster payments service; we call these “faster bill payments”.

Payments that can only be made into your Account

4.5 Electronic Fund Transfers – payments that are not bill payments or standing orders made into your Account in sterling in the UK made through the Clearing House Automated Payment System (CHAPS).

4.6 Priority Payments – International electronic payments into your Account that are not Single European Payment Area (SEPA) payments or Worldpay payments, or domestic electronic payments involving a currency exchange that are not Currency Account Transfers.

4.7 Single European Payment Area (SEPA) payments – payments in euro up to the equivalent of £2,000 from accounts in EEA countries and Switzerland. Before a SEPA payment is received into your Account, we will convert the payment into sterling, at the HSBC exchange rate that applies at that time. We will then add the payment to your Account.

4.8 Worldpay – payments (which do not qualify as SEPA payments) to your Account in sterling from selected countries up to the equivalent of £2,000.

4.9 Global Transfers – international inter-account transfers that are made to your Account through Global View in PIB (only available to HSBC Premier and HSBC Advance customers).

4.10 Standing orders – payments directly into your Account from another account in your name by Regular Savings subject to our minimum limit of £10 a month. If you want to increase, decrease or stop Regular Savings and the Regular Savings are from another account that you have with us, your instructions must reach us by the end of the working day before the payment date on which the change or stop is to take effect. Most standing orders will be processed using the faster payments service; we call these “faster standing orders”.

4.11 Cash payments in – cash deposits into your Account.

4.12 Cheques into your Account.

4.13 In respect of all the above payments please also refer to clauses 3.2 and 35.

5. Information you need to provide when you make and receive a payment

5.1 Internal transfers

5.1.1 Unless clause 5.1.2 applies, you must provide us with all the following details to enable us to make the payment:
• the sort code and account number for the recipient’s account;
• the date the payment is to be deducted from your Account;
• if there any joint account holders, all recipient’s names;
• any reference identifying the payment (including a reference to you or the recipient); and
• the amount of the payment.

5.1.2 You may use the debit card on your HSBC current account at an Express Bank machine to make transfers between your current account and your Account provided they are held at the same branch and in the same name.

6. Personal Internet Banking

You can make Internal transfers through PIB by logging on, using your user ID and providing other security information that is personal to you that we request. We may notify you from time to time of changes in the security information we may require for accessing PIB. 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.

7. Telephone Banking Service

7.1 This clause 7 applies to your use of TBS in respect of your Account to obtain certain information and give us certain instructions.

7.2 TBS is available provided you have a touch tone telephone, your identity can be verified, and your account permits it, by using a security number or by speaking to a Customer Service Representative and completing security procedures. Further details about setting up a personal security number for telephone banking are in our Banking Made Easy brochure. We can change this information by giving you at least two months’ advance personal notice.
7.3 You can contact us via TBS by calling the applicable number set out in the table before clause 1 of the ISA Terms. To help us continually improve our services and in the interests of security, we may monitor and/or record your telephone calls with us.

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

7.5 Our Automated Service enables you to:

7.5.1 obtain your balance, see clause 19.5 which provides more detail about balance information;

7.5.2 obtain details of recent transactions;

7.5.3 transfer money between certain of your accounts;

7.5.4 speak with a Customer Service Representative in relation to other enquiries.

7.6 Your instructions

7.6.1 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.

7.6.2 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 21.3 which sets out details of our liability for unauthorised transactions.

7.7 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.

7.8 Using a Textphone

If you wish to use a textphone to contact us, we will contact you on your textphone to set up your security number and security details.

8. 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.

9. Post

To instruct us to make a payment by post you must send a letter addressed to us at our Administrative Office. You must set out all the details we tell you we need to make the relevant payment (please see clause 5) 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.

10. Cards – Debit and self-service cards – and self-service machines

10.1 You may use the debit card on your HSBC current account at our self-service machines in the UK, Channel Islands and Isle of Man to:

• make cash deposits into your Account.

This can only be done by prior arrangement with us. We will normally debit transfers and credit them to the appropriate account on the same day.

10.2 To make a payment (including deposits and withdrawals) using our self-service machines, 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.

10.3 Please refer to the HSBC Bank General Terms and Conditions for all information on and terms that apply to your debit cards with us and your use of our self-service machines.

11. Important Security Information

11.1 You must use TBS and PIB in accordance with the Terms. PIB is also subject to its own terms and conditions provided to you when registering for the service.

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

General

• never writing down or otherwise recording your 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 security devices, security details (including for TBS and PIB) and not disclosing them to anyone, including the police and us, except when registering for or resetting your TBS and PIB security details (but even then do not disclose in full);
• keeping 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 11.3 if you know, or even suspect, that someone else knows any of those details, or if we ask you to;
• keeping your security details 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 we call you, we will never ask for details of your security number or password or other security details to identify you as our customer. We will ask you questions based on information known to us about you and the transactions on your Account;
• when you contact us by telephone, you should not use cordless or mobile telephones operating on an analogue network. We recommend that you use either a landline or a digital mobile telephone. We are not responsible for the security of your Account if anyone else intercepts or overhears you speaking to us on the telephone;

<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>PIB Issues</td>
<td>08456 002 290 (8am to 10pm)</td>
<td>+44 1226 261 226 (8am to 10pm)</td>
</tr>
<tr>
<td>TBS Issues</td>
<td>08457 404 404 (8am to 10pm)</td>
<td>+44 1226 261 010 (8am to 10pm)</td>
</tr>
<tr>
<td>Textphone for all issues</td>
<td>08457 125 563 (8am to 10pm)</td>
<td>+44 207 088 2077</td>
</tr>
</tbody>
</table>

• further security information that applies to TBS including if you use a textphone is included in our Banking Made Easy brochure. We may change this information by giving you at least two months’ advance personal notice.

**If using a Textphone**

• it is your responsibility to always clear your textphone’s memory after every conversation with us;
• ensure that you tear out and destroy any printed record of your personal details, including security details from any printer attached to your textphone;
• keep your textphone properly operational;

**Personal Internet Banking (PIB)**

• keep your personal computer secure by using anti-virus and anti-spyware software and a personal firewall;
• keep passwords, and other security details secret – we will never ask you for your online banking security information in full;
• never go to an internet banking site from a link in an email and then enter personal details;
• always access PIB by typing in the bank address to your web browser;
• never access PIB from any computer connected to a local area network (LAN) (this is usually the case for computers you use at work) or any public internet access device or access point (eg, at an internet café) without first making sure that no one else will be able to observe or copy your access or get access to PIB by pretending to be you;
• never record any password or other security details on any software which retains it automatically (eg, any computer screen prompts or ‘save password’ feature or the line on your internet browser) unless retaining your password or security details is a specific function of a banking service provided by us;
• once you have logged on to PIB, do not leave the device from which you have accessed it or let anyone else use that device until you have logged off; and
• follow all security measures recommended by the manufacturer of the device you use to access PIB, eg, the use of personal identification numbers for mobile telephones with internet access.
If any security device or security details are lost or stolen, or you suspect that someone has used or tried to use them, you must tell us without delay by calling us on the applicable number set out in the table below. All lines are open 24 hours unless otherwise stated. If you need to call about your TBS or PIB security details and lines are closed, please call without delay the applicable number for Cards and PINs issues and we will block access to your Account via TBS and/or PIB (to re-set your relevant security details, you will need to call the usual number during opening hours). Telephone calls will be put through to our Automated Service. Textphone calls will be put through to our Customer Service Centre. To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us.

If asked, you must confirm in writing the loss or theft of your security details relating to PIB or TBS.

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 passwords, security number, 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.

When payments will and will not be made by us

We will make/authorise a payment from your Account if you authorise it in any of the ways set out in the ISA Terms, and if there are cleared funds in your Account. There may be a delay in carrying out your instructions while fraud prevention checks take place.

Where the payment is to be made in the future, you must make sure that you have met the conditions in clause 12.1 at the start of the day the payment is due to be made (ie, 00.00am).

This clause only applies to Bill Payments. 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.

When we assess whether to make/authorise payments under clause 12.1, 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.

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

- any of the conditions set out in the ISA Terms have not been met;
- If the payment would exceed any limits we may set (please see clause 15.3 for more details about limits);
- we are not reasonably satisfied the transaction or the instruction is lawful;
- we consider that your Account has been or is likely to be misused; or
- for fraud prevention purposes.

If we refuse to make a payment that you have requested you will normally be told when you request the payment, unless we suspect fraud – please see clause 20 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. We may also charge for each occasion we notify you that your payment request has been refused.

Foreign payments you receive

If we 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 sterling at the HSBC Bank plc exchange rate applicable when we receive the payment. We will then add the payment to your Account.

We will make a charge for foreign currency payments into your Account and deduct it from the payment into your Account. Details of the charges are in the price list applicable to your HSBC current account.

Any foreign bank notes which you wish to pay into your Account using an HSBC branch will be converted at the applicable HSBC Bank plc exchange rate and then added to your Account.
14. Cut-off times, execution times and when you can cancel an instruction to make a payment

14.1 The cut-off time is the time before which on a calendar day for an Internal Transfer or a working day for a Currency Account Transfer, a payment or a payment instruction is treated as received by us on that 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 calendar day. Information about cut-off times is set out in the table in clause 15.1 and in clauses 16.3 and 17.1.2.

We will receive any instructions you give us by post when we open your letter (there are no cut-off times for this).

14.2 The maximum execution time (the time it takes for the payment to reach the recipient’s bank) is set out in the table in clause 15.1. This starts on the day after the day on which we receive your instruction. The day we receive your instruction for this purpose will depend on whether your payment instructions were received before or after the cut-off time.

14.4 Where you have instructed us to make a payment immediately, we will begin processing the instructions when they are received and you cannot cancel your instructions after you have given them to us.

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

14.6 After any time limits for cancellation referred to in this clause have expired, you may only cancel your instructions if we agree.

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

15. Payments out of your Account

15.1 In the table “EB” means Express Bank machine.

<table>
<thead>
<tr>
<th>Payment type</th>
<th>Internal transfers</th>
<th>Currency Account Transfers</th>
<th>Bill payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>How can you request a payment</td>
<td>PIB, TBS, EB, HSBC Mobile App</td>
<td>TBS Branch</td>
<td>PIB, TBS, EB, HSBC Mobile App (for existing beneficiaries only)</td>
</tr>
<tr>
<td>General cut-off time for giving us an instruction</td>
<td>11.45pm</td>
<td>Currency cut-off times apply</td>
<td>11.30pm (for Bill payments made through the faster payments system). 3.30pm for all other Bill payments.</td>
</tr>
<tr>
<td>Maximum execution time</td>
<td>Immediate</td>
<td>Next working day except Moroccan Dirham accounts which may be up to 2 working days</td>
<td>Immediate for Bill payments to other accounts with us. 3 working days for Bill payments to HSBC International branch accounts. Same day for all other Bill payments.</td>
</tr>
<tr>
<td>Can a payment be sent on a specific date?</td>
<td>Yes and you can cancel the payment by PIB, TBS or EB up to 11.45pm the day before we send the payment</td>
<td>Yes if requested by branch or post. You can cancel the payment by branch or by post before 3pm the working day before the payment is made.</td>
<td>Yes. You can also cancel the payment through PIB, TBS or EB up to 11.45pm the day before we send the payment.</td>
</tr>
</tbody>
</table>
15.2 You can instruct us to withdraw funds from your Account by writing to us (please see clause 9 for more information about how to do this). If you write to us we can send you a cheque for the amount of the withdrawal if you ask us to do so.

15.3 We may set limits on the payments you can make from your Account. If we do, we will tell you the applicable limit when you make a payment. Your consent to make a payment will also be your agreement to the limit that applies to that payment. We will make payment limits available to you if requested.

15.4 On your instructions, and within any time limit stipulated by you, we will pay to you all or part of the cash held in your Account: we will normally do this by internal transfer to accounts you hold with us.

15.5 If you want to make a withdrawal or transfer from your Account, before we pay any money to you or we transfer the funds we may deduct from it a sufficient amount to pay any tax liability in relation to your Account that you may have.

15.7. Cash withdrawals
15.7.1 You can withdraw cash from your Account over a branch counter. We will deduct the cash from your Account on the same day.
15.7.2 For withdrawals over the counter at branches, you must provide an item of identification acceptable to us. You will need to have a pre-printed withdrawal slip and some identification if it is not your Account holding branch.

16. Payments into your Account
16.1 You can pay cash in over the counter at one of our branches. You must complete a paying-in slip to do this. You must not send cash to us by post.
16.2 If you pay only cash into your Account over the counter at one of our branches 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.
16.3 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.

16.4 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 16.2 and 16.3 (as applicable). Please see clause 17 for the treatment of cheques.

16.5 Other banks may allow you to pay in cash through their branches to your Account. 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.
16.6 We can only accept responsibility for Subscriptions into your Account after we have received and checked them.

17. Cheques
17.1 Clearing cheques
17.1.1 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.
17.1.2 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 you ask us to send it for special presentation or we agree otherwise, eg, the proceeds of a cheque paid in on a Monday will normally be available for withdrawal on that Thursday. We may extend this time period if there are actual or potential credit or fraud prevention reasons to do so. 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. Please also see clauses 16.4 and 17.1.5. So, if you pay in a cheque via a self-service machine after the cut-off time displayed in branches, we will not process your cheque until the following working day. The cheque amount will be included in your balance before you can withdraw the money.
17.1.3 We treat cheques as being cleared for interest calculation purposes (if applicable) two working days after they have been paid in, eg, on Wednesday if paid in on a Monday. If you withdraw money which is not cleared for interest calculation purposes (if applicable), you may be charged interest even though your Account shows a credit balance. 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.

17.1.4 If you pay a cheque into your Account by post, you will normally have to wait three working days after the day we receive it before you can withdraw the money.

17.1.5 You may be able to pay cheques and other items drawn on branches of banks in the UK, the Channel Islands and the Isle of Man into your Account through any banks in the UK, the Channel Islands and the Isle of Man. You may be charged for this service.

17.2 Cheques returned unpaid and paying in cheques

17.2.1 The bank on which a cheque is drawn may return it unpaid, even if we have let you withdraw the money and/or the amount on the cheque has been included in your available balance (see clause 19.5). When a cheque is returned unpaid, it will usually happen three or four working days after the cheque has been paid into your Account, but it could be later (see clauses 17.2.2 to 17.2.7). 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. This means that we will ask the bank on which the cheque has been issued if the cheque will be paid. 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 debited to your Account for using our special presentation service. This charge can be found in the price list applicable to your HSBC current account.

17.2.2 If a cheque paid into your Account is returned unpaid, the amount of the cheque will be deducted from your Account. The amount of the cheque is not a valid Subscription under the Regulations. We will tell you that this has been done. Depending on why the cheque was unpaid, we will either ask for payment again from the bank of the person who issued it, or return it to you. Different procedures apply to foreign cheques, please ask us for details.

17.2.3 Clauses 17.2.4 to 17.2.7 apply to sterling cheques paid in at and drawn on branches of English, Scottish, Welsh or Northern Ireland banks.

17.2.4 If a cheque paid into your Account is returned to us unpaid, unless clause 17.2.5 applies, we will not debit your Account beyond the sixth working day after it was accepted by us (if you pay a cheque into your Account over the counter at another bank the date we accept the cheque will be when your Account with us is credited with the amount of the cheque). Because we process overnight, the debit to your Account could appear 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 9am on Wednesday the following week (or Friday the following week for cheques paid in at other banks’ counters).

17.2.5 A cheque you pay in may be returned and the amount of the cheque deducted from your Account more than six working days after the date we accepted it:

- where you are, or we reasonably suspect you are, knowingly involved in a fraud concerning the cheque; or
- if you have given your express consent.

17.2.6 Clauses 17.2.3 and 17.2.5 do not apply to cheques paid in at or drawn on branches in the Channel Islands and the Isle of Man. In such a situation, a cheque could be debited later than six working days after you have paid it into your Account. Because of this, we may require you to wait until we are certain that the cheque has been paid before you are able to draw against it.

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

18. Third party authority

You can authorise another person to operate your Account. You will need to sign a document called a third party mandate in respect of your Account. You can also do this by signing a power of attorney but you should take legal advice before doing so. If you authorise another person to operate your Account then you will
be responsible for their actions or omissions as if they were your own.

19. Statements
19.1 Unless you choose to view statements for your Account electronically and as a result not to receive paper statements or to receive them less frequently, we will send you paper statements for each Account when we receive your initial Payment and annually in April.

19.2 If one or more payments have been made from or to your Account in any month you can ask us to provide you with a statement for that month in the way you usually receive statements.

19.3 Please tell us as soon as you can if any statements have an entry that seems to be wrong.

19.4 If you ask, we will send you additional statements (including paper copies of statements sent to you electronically or copies of those previously supplied).

19.5 Balance information
19.5.1 We will 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; and
   • the available balance on your Account.

This includes the amount of cleared funds in your Account.

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.

19.5.2 For payments into your Account received through the BACS system (for example, salaries are normally paid using this system – the person making the payment will decide whether to make the payment in this way) and standing orders into your Account, we will include a shortened reference identifying the payment on the statement. If you would like to see the full reference on your statement, please ask us in any branch or via TBS.

19.5.3 For payments processed using the faster payments service into your Account, we will include a shortened reference identifying the payment on your statement. The full reference is available at any time via TBS or in any branch. We will send you a written copy of this information if you ask us to.

19.5.5 The items that are due to credit your Account may be returned or recalled 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.

20. Fraud prevention
20.1 We may carry out certain checks on transactions on your Account as part of our fraud prevention measures.

20.2 As part of these fraud prevention measures, we may need to speak with you to re-confirm some payments, eg, high value payments, or we may need to ask you additional security information. We will tell you when this is the case. If we need to speak with you but cannot do so for any reason, we will only make the payment if we believe it is genuine. Our fraud prevention measures may lead to the payment being delayed. This will not prevent you from later disputing you authorised the transaction.

20.3 If we believe there is suspicious activity on your Account, we may contact you by post, telephone (including mobile phone), email, mobile messaging or (if you are registered for PIB) 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 PIB, if you do not reply to us, we will assume you have not authorised the transaction and it will not proceed.

21. Responsibilities
21.1 Making payments
21.1.1 We will make payments based on the information we require you to provide us as set out in clause 5. 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.

21.1.2 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.

21.1.3 If you have instructed us to make a payment, we are responsible for it being made correctly unless we can prove to you that the payment was received by the recipient’s bank within the timescales for executing payments set out in the table in clause 15 and in clauses 15 to 17.

21.1.4 If a payment has been made incorrectly by us 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.

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.

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

21.2 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.

21.3 Liability for unauthorised transactions
21.3.1 Subject to clauses 21.3.2 to 21.3.5, the Regulations and any HM Revenue and Customs guidance, we will be responsible for any unauthorised transactions that you tell us about in accordance with clause 21.2 (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.

21.3.2 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 PIB and TBS) or your Account.

21.3.3 You will be responsible for all losses arising from unauthorised transactions on your Account as result of:
• you intentionally or with gross negligence failing to use TBS and/ or PIB in accordance with the Terms (including keeping safe your PIN or any other security or personalised details); or
• you intentionally or with gross negligence failing to notify us in accordance with clause 11.3 of the loss or theft of any PIN, or other security or personalised details.

21.3.4 If the Regulations and HM Revenue & Customs Guidance prevents us from refunding an unauthorised transaction into your Account, we will pay the refund to you in accordance with your instructions (if you do not tell us how you would like us to pay the refund, we will send you a cheque).

21.4 Abnormal and Unforseen Circumstances
We will not be responsible to you if we fail to comply with any of the ISA 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.

21.5 Account Aggregation
If you use an account aggregation service, you may be liable for any fraud or mistakes that occur on your accounts as a result of using the service. An account aggregation service allows you to see, on one web page, details of the online accounts you hold with financial institutions. The service may be provided by a financial institution (with whom you hold an account) or through a website not owned by a financial institution.

21.6 Suspension of TBS or PIB
21.6.1 We may, at any time, suspend your use of TBS or PIB if we have reasonable grounds which relate to the security of or the suspected unauthorised or fraudulent use of TBS or PIB.

21.6.2 We will normally give you advance notice (in writing, by phone or in branch) if we are going to suspend your use of your TBS or PIB. 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 TBS or PIB without notifying you where we have been unable to contact you in advance. We may also suspend your use of your TBS or PIB due to national or European legal obligations that apply to us.
21.6.3 You can ask us to lift any suspension of your use of your TBS or PIB by calling us.

22. Changing the Terms – general information

22.1 We may change interest rates and other Terms in accordance with this clause 22 and clauses 23 to 26.

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

22.3 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. So that you can compare rates, our newspaper notices will show the old and new interest rates.

23. Interest rates and changing interest rates

23.1 You will receive interest at either the Standard Rate that is appropriate to your Account or the Loyalty Rate that is appropriate to your Account.

23.2 The Loyalty Rate applies for 366 days from the date of each payment into your Account. If you make further payments into your Account, the application of the Loyalty Rate will begin again from the date of each payment. Upon expiry of the Loyalty Rate, you will earn the Standard Rate until you make a further payment into your Account.

23.3 We calculate interest on the daily cleared balance of your Account.

23.4 We will pay interest without the deduction of UK income tax.

23.5 Information about our current Standard Rates and Loyalty Rates are available on our website, by telephoning us and by asking a member of staff at any of our branches.

23.6 Interest Rates that apply to your Account

23.6.1 We may vary our interest rates that apply to your Account for one or more of the reasons set out in clause 25 below.

23.6.2 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.

23.6.3 We will pay interest monthly to your Account.

23.6.4 We may change interest rates applied to money you have with us in your Account in the following ways:

• if the change is favourable to you, by, within 31 days of the change, telling you about it personally or by, within 3 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 2 months in advance of making the change (we will give you longer notice if we are required to do so in order to comply with law, regulation, industry guidance or industry codes of practice).

24. Other changes to the Terms

Subject to the Rules and Regulations, we may make changes to the Terms, including introducing new charges and making changes to the basis on which we charge for operating/providing your Account, by giving you at least two months’ advance personal notice.

25. Reasons for making changes

25.1 We can change the interest rates under clause 23 and all remaining Terms for any one or more of the following reasons (which may relate to circumstances existing at the time or those which are expected to apply in the near future):

• to respond proportionately to changes in general law or decisions of the Financial Ombudsman Service;

• to meet our regulatory requirements;

• to reflect new industry guidance and codes of practice or good banking practise;

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

25.2 We can change the interest rate at any time for the reasons set out in clause 25.1 above and also:

• to respond proportionately to changes in the Bank of England base rate, other specified market rates or indices or tax rates;

• to proportionately reflect other legitimate costs in providing the Account (including our funding costs);

• 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;

• for any other valid reason.
26. What you can do when we tell you about a change

26.1 You may end this contract and close your Account within 2 months of the date of any advance notice of a change we send to you in accordance with clauses 22 to 24. 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 26.2 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.

26.2 If you do not accept a change made under clauses 22 to 24, 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 26. There will be no charge for this.

27. Ending this contract

27.1 You can end this contract with us at any time, by writing or phoning us, by going into your local branch or via PIB.

27.2 If this contract is ended in accordance with this clause 27, your Account will close and, other than clause 29 and where terms are expressly stated to continue, your agreement with us, consisting of the Terms, will also end. Please also see clause 28.

27.3 Closure is subject to completion of any outstanding transactions. You must repay any money owed to us in relation to your Account before we close your Account.

27.4 We can end this contract with you and close your Account immediately in the following situations:

27.4.1 if your Account no longer satisfies the Regulations;

27.4.2 if you have significantly broken any of the Terms;

27.4.3 there has been or we suspect there has been fraud involving any of your accounts with us or any transactions on any of your accounts;

27.4.4 if there has been or we suspect there has been suspicious activity on your Account;

27.4.5 if we have reasonable grounds for believing you have committed or are about to commit a crime in connection with your Account;

27.4.6 if you have not satisfied any anti-money laundering requirements.

27.5 We will give you notice in writing immediately after your Account has been closed.

27.6 Subject to the Regulations we may end this contract and close your Account for any other reason by giving you at least two months’ written notice.

27.7 If we close your Account we will repay any credit balance to you.

27.8 In the event of your death, any exemption from UK income tax will end immediately. We may use any money in your Account after your death to reduce or repay any amounts you owe on other accounts with us anywhere in the same name. Subject to this we will continue to deal with your Account in accordance with the ISA Terms and the instructions received from your legal personal representative(s) who will become subject to the ISA Terms. Your personal representative(s) must provide us with proof of death and of their appointment. Following receipt of proof which is acceptable to us, we will pay the net proceeds of your Account to your personal representative(s).

We will provide appropriate statements with regard to the Account and any relevant tax certificate (on request) to your personal representative(s).

28. Closing your Account

There is no charge for closing your Account and no notice period is required.

29. Ownership and custody

29.1 You will be and will remain the beneficial owner of the money in your Account. You may not use your Account as security for a loan, although it may be used as a means of funding the repayment of a loan.

29.2 You may not transfer any of your rights or obligations in relation to your Account.

29.3 You must not borrow on your Account. 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

30. 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 30.

30.1 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 eg, credit reference agencies;
• combined with other information available to members of the HSBC Group.

30.2 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.

30.3 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.

30.4 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.
30.5 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.

30.6 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.

30.7 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.

30.8 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.

30.9 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.

30.10 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 30 will continue to apply even if this agreement is ended by you or us.

31. Bankruptcy

In the event that a petition for a bankruptcy order is presented against you then you agree that we may:

• suspend or stop your ability to make payments via PIB and TBS;
• refuse to act on any instructions given by you or anyone else to make any payment(s)
out of your Account unless you have previously obtained an appropriate order from the Court; or

- set up a separate account(s) in your name to which any of your future payments in will be credited.

### 32. Cancellation of your Account

32.1 This clause applies to all new Accounts including ISAs transferred to us from another ISA manager. If you decide you do not want your Account, you have 30 days from the day we open your Account (or, for telephone applications, the day you receive the ISA Terms in the post) to cancel your contract with us. This can be done by writing to us or via our PIB service. We will cancel your Account and pay you the balance in it with gross interest at the appropriate rate.

32.2 If, following the transfer of an ISA to us from another ISA manager, you wish to cancel your Account but still retain the tax benefits of holding the money transferred in an ISA, you will have the option of transferring the ISA back to the original ISA manager (if they agree) or to another ISA manager. Alternatively, you may want to withdraw any money transferred to us and if you do we will pay this to you together with any gross interest earned. If you withdraw in this way you will lose the tax benefits of a cash ISA.

32.3 Under HM Revenue & Customs guidance, any ISA Subscription(s) cancelled in accordance with this clause 32 are treated as if they had never been made. This means you can subscribe to another cash ISA with us or another ISA manager in the same Tax Year, assuming there is still time to do so and you remain eligible to subscribe to an ISA.

### 33. Transferring your Account

33.1 At any time you may transfer current Tax Year Subscriptions in your Account in whole, and/or previous Tax Year Subscriptions in your Account in whole or in part, to another ISA manager to be held in another cash ISA and/or stocks and shares ISA (subject to agreement from the new ISA manager). Within five working days of us receiving both your instructions in writing to make a transfer, and confirmation from the new ISA manager that they are prepared to accept the transfer, we will transfer to the new ISA manager the Subscriptions specified in the transfer instructions together with all required information and, where appropriate, all rights and obligations relating to your Account.

33.2 We also accept transfers in of cash ISAs and stocks and shares ISAs you hold with us and with other ISA managers. Any current tax year subscriptions must be transferred in whole. Any previous tax year subscriptions may be transferred in whole or in part. All such transfers must be made in cash (where you are transferring in a stocks and shares ISA, your stocks and shares ISA manager will, after receiving the instruction to transfer, sell your shares and make the transfer in cash to us).

### 34. Void Subscriptions

We will notify you if, by reason of any failure to satisfy the Regulations, your Account (or any part of it) has or will become void or otherwise lose any tax relief as a result of an invalid Subscription having been made. As soon as practicable afterwards, we may, at our discretion, either:

- transfer any invalid Subscriptions in your Account together with interest on them to any other account you hold with us; or
- transfer any invalid Subscriptions in your Account together with interest on them into a new savings account of our choice that we will open for you.

We will send you the terms and conditions that apply to this account at the time of transfer. Interest that accrues on this account will be subject to the deduction of tax at the applicable rate. We may, at any time, deduct from your Account and/or any account referred to in this clause, a sufficient amount to pay any tax liability you may have as a result of your Subscriptions being invalid. If we do this, we will tell you why and when this was done.

### 35. 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.

### 36. Contacting you

36.1 You agree that we may use any contact details you have provided to us, including your postal address, telephone number(s) (including your mobile telephone number) and email address to contact you for service or operational reasons. These include telling you about changes to the Terms, including interest rates, that apply to your Account and generally communicating with you about the day-to-day running of your Account.

If you are registered for PIB you agree that we may also contact you using our secure e-message service within PIB 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 email 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 email, mobile message or secure e-message please let us know. Whilst we will try to use your preferred channels wherever possible, you may continue to receive important service messages via any of these channels, for example, when we need to contact you urgently.

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.

36.2 We may record telephone numbers (including mobile telephone numbers) from which you contact us from time to time. In limited circumstances, we may continue to receive important service messages via any of these channels, for example, when we need to contact you urgently.

37. Delegation

Subject to the Rules and the Regulations, we may delegate any of our functions or responsibilities under the ISA Terms to any person, provided that before doing so we satisfy ourselves that such a person is competent to carry out those functions and responsibilities.

38. 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.

39. Your statutory rights

Nothing in these 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.

40. Governing law and language

The Terms are governed by the laws of England and Wales as are our dealings with you until the time your Account is opened. You and we submit to the non-exclusive jurisdiction of the courts of England and Wales.

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

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 so 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.

First Direct and HSBC 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 scheme (including the current limits, amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website www.FSCS.org.uk or call the FSCS on 020 7741 4100 or 0800 678 1100.

HSBC Bank plc is incorporated in England and Wales and is established at 8 Canada Square, London E14 5HQ which is its registered office. HSBC Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Our firm’s reference number is 114216. HSBC Bank plc’s registered VAT number is GB365684514 and its company register number is 14259.

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 now. 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 local 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 Exchange Tower, Harbour Exchange Square, London E14 9GE.