Online Savings

Terms and Conditions

Effective from 31 December 2014
Your agreement with us consists of these Online Savings Terms and Conditions ("Online Savings Terms") and any Additional Conditions (the Online Savings Terms and the Additional Conditions are together the "Terms").

Additional Conditions include the following (as applicable to your account): 1) all interest rates that apply to your Online Bonus Saver or Online Saver account; 2) all charges and other information that applies to your Online Bonus Saver or Online Saver account and is covered in the price list applicable to your Online Bonus Saver or Online Saver account; and 3) any other terms that we provide to you.

You will be given a price list and details of interest rates when you take out your Online Bonus Saver or Online Saver account with us and you can also find details of our interest rates and charges by telephoning us or looking on our website at hsbc.co.uk.

The Online Savings Terms are a framework contract for payment services on your Online Bonus Saver or Online Saver account. If any Additional Conditions contradict the Online Savings Terms, then the Additional Conditions will apply.

In the Terms:

“account” means your Online Bonus Saver or Online Saver account (as applicable);

“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;

“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;

“Online Banking” means our Online Banking Service We may offer facilities through which you may access some but not all of our Online Banking services. References and requirements within the Terms to the Online Banking service mean 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;

“Online Bonus Saver” means an Online Bonus Saver account;

“Online Saver” means an Online Saver account;

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

“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);

“secure e-message” means a message made through ‘My Messages’ in Online Banking;

“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” or “your” mean the account holder.

Your Online Bonus Saver or Online Saver account should not be used for business purposes. No third party will have any rights under the Terms. We may refuse to accept money or your application to open or renew a product.

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: 34 (Tax on credit interest); 43 (Governing Law); 35 (Bankruptcy Orders); 29.8 (Probate); and the back page of the Online Savings 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, you should use secure e-message. For services only available through TBS (as set out in clause 7 below) 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. Opening an Online Bonus Saver
1.1. You must be at least 16 years old and, unless you already hold a current or savings account with us, a UK resident (a UK resident includes a resident of the Channel Islands or the Isle of Man) to open an Online Bonus Saver. We reserve the right to refuse an application.
1.2. You must already be registered for Online Banking and have accepted our Online Banking terms and conditions or do so as part of the application process for your Online Bonus Saver.
1.3. You can only have one Online Bonus Saver, which must be in your sole name. You cannot open an account on behalf of someone else.
1.4. A minimum deposit of £1 is required to open an Online Bonus Saver.
1.5. The initial deposit must be made by internal transfer via Online Banking from another account you have with us. If you do not have another account with us, you can make the initial deposit by electronic payment from any other account you have (this account does not need to be with us).
1.6. A maximum balance of £2,000,000 is permitted. We reserve the right to refuse to accept deposits which will lead to the balance exceeding the maximum permitted balance or to repay to you any monies in excess of the maximum permitted balance. We will pay a lower bonus rate of interest on your Online Bonus Saver on balances over £50,000.

2. Opening an Online Saver
2.1. This product is no longer on sale.
2.2. A maximum balance of £2,000,000 is permitted. We reserve the right to refuse to accept deposits which will lead to the balance exceeding the maximum permitted balance or to repay to you any monies in excess of the maximum permitted balance.

3. Operating your Account
3.1. Your Account must be operated online through Online Banking (except as set out in clause 7 below). You will be able to access balance and account information on Online Banking. For details of making payments into and out of your Account please see clauses 4 and 5 below.
3.2. We may send you any communication relating to your account, including but not limited to, variations to the terms or interest rate applicable to your Account, by secure e-message or by post. You must access Online Banking to check your secure e-messages and balance regularly and at least once every 30 days.

3.3. If you wish to contact us about your Account you must do so by sending us a secure e-message.

4. Different types of payment into and out of your account

4.1. 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.

4.2. You cannot make direct debits (including SEPA Direct Debits), standing orders or Currency Account Transfers from your Account.

4.3. You cannot make any payments from your Account in Branch (except Electronic Funds Transfers over the TBS payment limit) or using TBS unless it is a Bill payment to new Recipient’s or an Electronic Funds Transfer up to the TBS payment limit.

4.4. Other items that are payable to you will be payable into your account.

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

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

5.1.1. 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.

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

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

5.2.1. Unless clause 5.2.2 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;
- the Recipient’s name; any reference identifying the payment (including a reference to you or the Recipient); and
- the amount of the payment.

5.2.2. 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.

5.2.3. 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.

5.2.4. 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.

6. Online Banking

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

7. Telephone Banking Service

7.1. You must use TBS (and you will not be able to use Online Banking) for the following:

7.1.1. arranging Electronic Fund Transfers up to £10,000 (limit not applicable to HSBC Premier customers); and

7.1.2. to arrange a bill payment to a new Recipient.

7.2. Clause 7 applies to your use of TBS in respect of your account held solely by you and/or any accounts of a third party which you are authorised by the account holder to operate, eg, because they have signed a third party authority (called a third party mandate) in your favour or granted you a
power of attorney. If you use TBS to operate any accounts of a third party, you agree to do so only if, and to the extent that, you are authorised to do so by the account holder.

7.3. 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.

7.4. You can contact us via TBS by calling the applicable number set out in the table before clause 1 of these Online Savings 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.

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

7.6. Our Automated Service enables you to:
   • obtain your balance see clause 19 which provides more detail about balance information; and
   • obtain details of recent transactions.

7.7. Your instructions

7.7.1. You can make the payments and provide the instructions described in clause 7.1 through TBS (once you have completed our security procedures) by speaking to a Customer Service Representative, who will take details of the payment or instructions and then confirm the details to you. You must confirm these details are correct before we make the payment or carry out your instructions. Your confirmation will be your agreement for us to make the payment.

7.7.2. 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 22.3 which sets out details of our liability for unauthorised transactions.

7.8. 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.

8. Branch

You can make Electronic Fund Transfers above £10,000 in person at one of our branches. If you are making a transfer in branch, we will make the transfer when you confirm that the information you have given us is correct.

9. Important Security Information

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

9.2. You must take all reasonable precautions to keep safe and prevent fraudulent use of any security devices (such as the HSBC Secure Key) and security details (including 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 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 any of your, security devices or security details and not disclosing them to anyone, including the police, an account aggregation service and us, except your security details when registering for or resetting your TBS 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 9.3 if you know, or even suspect, that someone else knows any of those details, or if we ask you to;
• keeping your security devices and 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 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.
9.3. 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. When lines are closed, please call without delay the out of hours security team 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.

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

9.5. 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.

<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</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(8am to 10pm)</td>
</tr>
<tr>
<td>Channel Islands/</td>
<td>03456 006 161 (8am to 10pm)</td>
<td>+44 1226 261 010</td>
</tr>
<tr>
<td>Isle of Man accounts</td>
<td></td>
<td>(8am to 10pm)</td>
</tr>
<tr>
<td>HSBC Premier customers</td>
<td>03457 70 70 70</td>
<td>+44 1226 260 260</td>
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<td>Textphone for all issues</td>
<td>03457 125 563</td>
<td>+44 207 088 2077</td>
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</table>

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

10.1. We will make/authorise a payment from your account if you authorise it in any of the ways set out in these Online Savings Terms and there are sufficient cleared funds in your Account.

10.2. Where the payment is to be made in the future, you must make sure that you have met the conditions in clause 10.1 at the start of the day the payment is due to be made (ie, 00.00am).

10.3. This clause only applies to bill payments, standing orders and sterling Direct Debits. If you do not meet the requirements set out in the previous clause, we will still make a payment that is due to be made on a working day 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.

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

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

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

- if any of the conditions set out in these Online Saver Terms have not been met;
- if the payment would exceed any limits we may set (please see clause 16.3 for more details about limits);
- if we are not reasonably satisfied the transaction or the instruction is lawful;
- if we consider that your account has been or is likely to be misused; or
- for fraud prevention purposes; or
- if we are not able to send the payment by one of the payment methods we use.

10.7. 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 or it would otherwise be unlawful - please see clause 21 for details about our fraud prevention measures and what we do if we suspect fraud. If you telephone us, we will tell you if a payment has been refused, the reasons for the refusal (if we are able) and the procedure for correcting any factual errors that led to the refusal. This information will be available immediately after our refusal of your instruction. We will not be able to provide you with details in any of these ways if it is unlawful for us to do so.
11. Foreign payments

11.1. General

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

11.2. Payments you make

11.2.1. The exchange rate we will apply to payments you make involving a currency exchange, other than future dated payments, is the rate we provide or make available to you 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.

11.2.2. When you instruct us to make a payment involving a currency exchange, we will check to see if you comply with clause 10.1. If you do, then we will carry out the currency exchange. After we have done this we will check again that you still comply with clause 10.1. If you do not 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.

11.2.3. If you make a payment that involves an exchange into a foreign currency, and that payment is returned to us, we will convert the returned payment back to the original currency at the HSBC exchange rate applicable when we receive the returned payment. We are not responsible for any fluctuations in the exchange rate.

11.2.4. 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.

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

11.2.6. For payments in an EEA currency that you instruct us to make to accounts in countries within the EEA, we will not deduct from your account charges made by agents we use, any intermediary bank and/or the Recipient’s bank.

11.2.7. For payments other than those described in clause 11.2.6, we will not deduct from your account charges made by agents, intermediary banks and/or the Recipient’s bank unless you ask us to deduct all charges from your account. This means that for these payments, unless you ask us to deduct all charges from your account, agents, intermediary banks and the Recipient’s bank may deduct their charges from the amount of the payment.

11.3. Payments you receive

11.3.1. If you receive a payment in a different currency to the currency of your account and your correct BIC and IBAN is attached to that payment, we will convert the payment into the currency of your account at the HSBC exchange rate applicable when we receive the payment. We will then add the payment to your account.

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

12. Interest on your Online Bonus Saver

12.1. You will receive interest at the applicable rate(s) when you have a cleared credit balance of £1 or more in your Online Bonus Saver:

- at our standard Online Bonus Saver rate; and
- at our bonus rate for every calendar month during which you have not made a withdrawal from your Online Bonus Saver or closed your Online Bonus Saver.

12.2. We calculate interest on the daily cleared balance on your Online Bonus Saver and we will pay it on a monthly basis into your Online Bonus Saver or such other account with us as you tell us.

12.3. Provided you have a cleared credit balance of £1 or more in your Online Bonus Saver, you will receive interest on a bill payment (excluding a faster bill 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 Online Bonus Saver.

12.4. Interest (where it applies) will be calculated on payments into your Online Bonus Saver once the payment has been added to your Online Bonus Saver and will be paid into your Online Bonus Saver in accordance with the Terms we have agreed with you.

12.5. If you transfer your interest out of your Online Bonus Saver this will be classed as a withdrawal. Please send us a secure e-message if you want your interest to be paid into another HSBC account each month.

12.6. If you make any payment from your Online Bonus Saver, no bonus interest will be payable on the whole balance for the calendar month in which the payment was made. Transfers to other
HSBC accounts are classed as a withdrawal from your Online Bonus Saver.

13. Interest on your Online Saver

13.1. We calculate interest on the daily cleared balance on your Online Saver and, subject to Clause 13.2 below, we will pay it on a monthly basis into your Online Saver or such other account with us as you tell us.

13.2. You will receive interest on your Online Saver for the previous calendar month for all days during that month when you have a cleared balance of £1 or more provided you have not made any withdrawal throughout that month or closed your account.

13.3. If you have made any payment or withdrawal or closed your account during that calendar month no interest will be payable on the whole balance for the calendar month in question.

13.4. You will receive interest at the applicable rate(s) on our website hsbc.co.uk

13.5. Interest (where it applies) will be calculated on payments into your Online Saver once the payment has been added to your Online Saver and will be paid into your Online Saver 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 enquiries we receive in respect of each payment instruction, whether made by you or another person. We will not charge you if we have made an error. We will advise you of the charge before we start investigations on your behalf.

14.3. 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. 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 clause 16. 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.

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, Priority Payments, SEPA payments, Worldpay payments and Global Transfers**

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.
- **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.

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.

17. **Third party authority**

If you want to authorise another person to operate your account(s) you (all of you for joint accounts) will need to sign a document called a third party mandate. 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.

18. **Statements**

18.1. You agree that statements for your Account will be viewed electronically. Historic statements and details of recent transactional activity will be available to view online for 6 years from the date a statement is issued or from the date of the transaction, as applicable. You will not receive paper statements for your Account.

18.2. We recommend that you check your statements regularly and at least every 30 days. If any entry appears to be wrong, you should tell us as soon as possible.

18.3. 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.

19. **Balance information**

19.1. 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;
- 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.

19.2. You will be able to view the following information via Online Banking:
- incoming standing orders and bill payments (excluding faster payments); and
- incoming electronic payments such as your salary, pension payments and dividends.

19.3. 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.

19.4. If a standing order that is made to your account is returned unpaid, the amount of the standing order will be deducted from your account before 3.30pm on the day the standing order is credited to your account. Standing orders sent by the faster payments system cannot be returned unpaid.

20. **Borrowing from us**

You must not borrow on your Account.

21. **Fraud prevention**

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

21.2. 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.
21.3. If we believe there is suspicious activity on your account, we may contact you by post, telephone (including mobile phone), email, mobile messaging or 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 you have made, if you do not reply to us, we will assume you have not authorised the transaction and it will not proceed.

22. Responsibilities

22.1. Making payments

22.1.1. We will make payments based on the information we require you to provide, 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.

22.1.2. 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.

22.1.3. 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.

22.1.4. 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 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 account as appropriate.

22.1.5. 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 22.1.4, 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.

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

22.2. Unauthorised transactions

You must read your statements carefully when they are available online. To help us prevent fraud, you must tell us immediately by telephoning 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.

22.3. Liability for unauthorised transactions

22.3.1. Subject to clauses 22.3.2 to 22.3.4 and 22.4, we will be responsible for any unauthorised transactions that you tell us about in accordance with clause 22.2 (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.

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

22.3.3. 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 Online Banking and/or TBS in accordance with the Terms (including keeping safe your security or personalised details); or
- you intentionally or with gross negligence failing to notify us in accordance with clause 9.3 of the loss or theft of any security or personalised details.

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

- after you have notified us of the loss or theft of your security details in accordance with clause 9.3; or
- if we have failed to provide the facilities we describe in clause 9.3 for you to tell us if your security details have been lost or stolen.

22.4. 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.

22.5. Payments into your account

22.5.1. 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.

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

22.5.3. 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.

22.6. Suspension of Online Banking or TBS

22.6.1. We may, at any time, ask you to suspend your use of Online Banking and/or TBS if we have reasonable grounds which relate to the security of, or the suspected unauthorised or fraudulent use of Online Banking and/or TBS.

22.6.2. We will normally give you advance notice (either in writing, by phone or in branch) if we are going to suspend your use of Online Banking and/or TBS. 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 Online Banking and/or TBS without notifying you where we have been unable to contact you in advance. We may also suspend your use of Online Banking and/or TBS due to national or European legal obligations that apply to us.

22.6.3. You can ask us to lift any suspension of your use of Online Banking and/or TBS by calling us.

23. Changing the Terms – general information

23.1. We may change interest rates and other Terms in accordance with this clause 23 and clauses 24 to 28.

23.2. For products or services which have a fixed term, or have some terms and conditions that are fixed, please see the Additional Conditions for information on the circumstances in which we may make changes to those terms. If there is a conflict between this clause 23 or clauses 24 to 28 and those Additional Conditions, the Additional Conditions will apply.

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

23.4. Information about our current interest rates is available on our website. When we change the interest rates on your account, we will update this information within three working days. We will update information in our literature, including our price lists (if applicable), as soon as reasonably possible.

24. Changing interest rates that apply to money you have with us in your Account

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

• if the change is favourable to you, by, within 31 days of the change, telling you about it personally; 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.

25. Other changes to the Terms

We may make any other changes to the Terms, including introducing new charges and making changes to existing charges and to the basis on which we charge for operating/providing product(s)/service(s), by giving you at least two months’ advance personal notice.

26. Reasons for making changes

26.1. We may make any change to the Terms under clauses 23 to 25 for all or any of the reasons set out in this clause 26 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 to 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.

27. Other reasons for making changes to the extent the Terms do not apply for a fixed term

To the extent the Terms do not apply for a fixed term, we may also make a change to the Terms under clauses 23 to 25 for any other valid reason that applies and that is not described in clause 26. We will always give you personal notice of any such change and notify you that the change has been made under this clause 27.

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

28.1. When we give you advance notice of a change we intend to make in accordance with clauses 23 to 25, before the change takes effect you may close your account in accordance with clause 29. There will be no charge for this. If you do not tell us that you want to close your account, and if we do not hear from you as described in clause 28.2 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.

28.2. If you do not accept a change made under clauses 23 to 25, then you must tell us before the change takes effect and we will treat this as notice from you to close your account immediately in accordance with clause 29. There will be no charge for this.

29. Closing your account

29.1. You can close your account at any time, by sending us a secure e-message over Online Banking (you can only use Online Banking for this purpose 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).

29.2. If you close your account in accordance with this clause 29, your agreement with us, consisting of the Terms, other than clause 30 and where terms/products/services are expressly stated to continue, will also end.

29.3. We can close your account immediately in the following situations:

29.3.1. 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 30.3; or

29.3.2. 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.

29.4. We will give you notice in writing immediately after your account has been closed under clause 29.3.

29.5. We may close your account for any other reason by giving you at least two months’ written notice.

29.6. You must repay any money owed to us before we close your account.

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

29.8. 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 the Channel Islands and Isle of Man) before releasing any monies in your account to your personal representatives.

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 e.g. 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. Our right of “set-off”

31.1. If:

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

we may use the money you hold with us to reduce or repay the amount which you owe us. This is called our right of “set-off”.

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

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

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

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

32. Inactive accounts
We will treat your account as dormant (ie, we suspend it) if it has been inactive for at least 12 months.

33. Unclaimed Assets Scheme
33.1. This section does not apply to customers who are under the age of 18, or accounts held in Jersey, Guernsey and the Isle of Man.

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

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

33.4. Upon transfer of the money to RFL we will close your account in accordance with clause 29 of these Online Savings Terms (unless it has already been closed).

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

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

34. Tax on credit interest
34.1. 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 headed R85 or complete the appropriate form R85 online within Online Banking.

34.2. 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 ie, 6 April or when the last Section 975 Statement of tax deducted was issued, whichever is the later.

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

34.4. 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.

34.5. 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 European Union country where you reside.

If you have a joint account and only one of you resides in a European Union member state then we will usually report half the interest unless we advise you otherwise.

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

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

- suspend or stop your ability to make payments via Online Banking 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; and/or
- set up a separate account(s) in your name to which any of your future payments in will be credited.

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

35.2. If we are notified that any other court order or arrangement has been entered into or application made in relation to your account which requires authority to be obtained from a third party before we act on instructions to make payments from your account, you agree that we may take any of the actions set out in the first two bullet points in clause 34.1 above until we receive appropriate authority from the relevant third party.

36. Cancellation of your account

For a period of 14 days after the date we open your Account, you have the right to cancel your agreement with us by closing your account. You can do this by writing to us at PO Box 6201, Coventry CV3 9HW, or via Online Banking.

We will give you all your money back together with any interest it has earned. We will ignore any additional charges and any notice period that applies to your account. For applications completed by telephone, the cancellation period will start from the date after you receive the terms and conditions in the post by email or secure e-message. You can tell us you want to close your account by:

- calling us on the applicable number set out in the table before clause 1 of these Online Savings Terms or writing to us at the above address;
- telling your branch in writing, by phone or in person; or
- via Online Banking.

37. Transferring your account

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

38. 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).

39. Contacting you

39.1. 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(s) and generally communicating with you about the day-to-day running of your account(s), products and services. 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 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.

39.2. We may record telephone numbers (including mobile telephone numbers) from which you contact us from time to time. In limited circumstances, we may use these telephone numbers to contact you if we are unable to contact you via telephone numbers you have provided us.

40. Transferring rights and obligations

We may transfer all or any of our rights in relation to your account. We may also transfer any of our obligations but only to someone we reasonably consider capable of performing them equally as well as us and who is authorised or recognised by the FSA as being entitled to accept deposits. This includes us appointing another HSBC Group company as our agent (ie, to act on our behalf) for debt recovery purposes. You may not transfer any of your rights or obligations in relation to your account or transfer or assign any account or deposit.
41. 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.

42. 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, the Office of Fair Trading or the Citizens Advice Bureau.

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

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

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 deposit 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 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 on page 1 as applicable.

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 firm’s 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 eligible deposits of up to £50,000. The maximum total amount of compensation is capped at £100,000,000 in any 5 year period. Full details of the scheme and banking groups covered are available on the States of Jersey website www.gov.je/dsc or on request. In Guernsey, HSBC Bank plc is a participant in the Guernsey Banking Deposit 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 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 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).