Mobile Banking App

Summary, Terms and Conditions and Important Information
Summary of the terms and conditions

This Summary sets out key details about the HSBC Bank Mobile Banking App (Mobile Banking App). It forms part of the HSBC Bank Mobile Banking App Licence Terms and Conditions (Terms). You should read it carefully together with the rest of the Terms and the important information at the end of this document.

The Mobile Banking App allows you to access some of our Internet Banking service in a format which is easier to view on a mobile telephone or tablet.

You must set up a password within Internet Banking before you can use the Mobile Banking App. You will need this password each time you log on. You do not need a Secure Key to log onto the Mobile Banking App.

Features of the Mobile Banking App

- You can make bill payments to people or organisations in the UK that you have recently paid using Internet Banking.
- You can transfer money between your HSBC Bank accounts in the UK.
- You can view your account balances.
- You can view up to the last 90 transactions on your accounts.

For more details about Mobile Banking App features, including details of restrictions, please see clause 2.3 of this document.

Customers with disabilities

If you’d like this brochure in another format such as large print, Braille or audio, please contact us.

If you have a speech or hearing impairment and would like more information about the products and services in these Terms, you can use our textphone service. Simply call 08457 125 563 (+44 207 088 2077 if you’re calling from overseas).
Terms and Conditions

These Terms apply to the App together with:
• the terms and conditions that apply to any account or service you can access using this App (the Product Terms); and
• our Internet Banking Terms and Conditions; and
• any other terms and conditions that we tell you apply.

In the event of a conflict between the App Terms and the Product Terms or Internet Banking Terms, the App Terms will apply.

Only the following people have rights under these Terms:
• you; and
• us; and,
• the supplier of the mobile device to which you have downloaded the App; and
• the App store from which you downloaded the App.

We will also provide you with a paper copy of the App terms once you have logged on for the first time.

You will be able to view the current version of the App terms within the App at any time under the “i” tab before you log in and via the Information option or the Legal or Contact and Support tabs after you have logged in.

We give you a licence to use the App on a mobile device that you own, control or use, subject to these Terms and any Usage Rules set out in the Terms of Service of the supplying App Store.

This licence will start when you have downloaded the App and log on for the first time and will continue until ended as set out in clauses 7 or 8.2.

1. Glossary

“Mobile Banking App” or “App” means the HSBC Mobile Banking Application version 1.5 (or any subsequent version) which can be downloaded to any mobile device which runs an operating system supported by us, through which you can access some of our Internet Banking service.

“Mobile Banking App services” means those services set out in clause 2.3.

“Bill Payments” means a payment you make to someone else’s account in the UK, Channel Islands and Isle of Man.

“Existing Beneficiaries” means people or organisations you have made a payment to using Internet Banking within the last 13 months and which are displayed within the Mobile Banking App.

“HSBC Group” means HSBC Holdings plc, its subsidiaries, associated and affiliated companies.

“Internet Banking” means the HSBC Bank plc internet banking service. The full Internet Banking Service is available by logging on at hsbc.co.uk.

“Transfers” means an internal transfer you make to another one of your HSBC Bank accounts (including a joint account).

“you”, “your” and “yours” mean the person who...
has downloaded the Mobile Banking App and any other person who uses that App.

“we”, “us” and “our” mean HSBC Bank plc, and any agents we appoint to provide all or part of the Mobile Banking App.

2. Using the Mobile Banking App

2.1 You must be registered for Internet Banking to be able to use the Mobile Banking App. The Mobile Banking App can be used on a mobile device running an operating system supported by us, from which you can access the internet. However, not all of our full Internet Banking service can be accessed using the App (please see clause 2.3 below for details of which parts of the Internet Banking service are available). Because of this, we recommend that you log onto our full Internet Banking service at hsbc.co.uk at least every 14 days.

2.2 To log onto the Mobile Banking App you will need to enter your Internet Banking User ID and other security information that we request. We may notify you from time to time about changes in the security information.

We will automatically log you out of the Mobile Banking App if you have not used it for 15 minutes.

Services available within the App

2.3 You can use the Mobile Banking App to carry out the following services;

• Check the balance and available balance on selected HSBC Bank accounts;
• Check the overdraft limit (if you have one) on selected HSBC Bank accounts and the credit limit on any credit card accounts you have;
• View up to the last 90 transactions on selected HSBC Bank accounts (only transactions shown on your last statement and since your last statement will be available);
• Make Transfers between your sterling HSBC accounts which are displayed within the App;
• Make Bill Payments to Existing Beneficiaries from your sterling accounts which are displayed within the App;
• View secure messages within your Secure Message Inbox; and
• Carry out any other additional service that we may provide in any future update of the Mobile Banking App.

You cannot make payments in a foreign currency using this App.

How to make payments using the App

2.4 You can make a Transfer or Bill Payment using the App by logging on, using your user ID, and providing other security information that we request. When you have provided your payment instructions you will be given the opportunity to edit them and you will then be asked to confirm your payment instructions. This will be your agreement for us to make the payment. For further details about these types of payments please refer to the Product Terms.

2.5 You should read any new secure e messages we have sent you each time you log on to the App. You will be advised on the initial home screen when you log on if there are any new secure e messages in your Inbox.

Things you must not do

2.6 You must not copy or reproduce all or any part of the Mobile Banking App.

2.7 You must not alter, modify or adapt all or any part of the Mobile Banking App.

2.8 You must not remove or tamper with any copyright notice attached to or contained within the Mobile Banking App. All ownership in the Mobile Banking App remains with us.

2.9 You must not carry out reverse engineering of the Mobile Banking App.

3. Responsibilities and availability of service

3.1 While we make reasonable efforts to provide the Mobile Banking App services, we will not be liable for any failure to provide those services, in part or in full, due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary. This includes any phone network failures or, in the case of mobile networks, where you are not in an area of mobile coverage.

3.2 The Mobile Banking App is provided “as is” with no representation, guarantee or agreement of any kind as to its functionality. We cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device. We are not responsible for any loss you may incur as a result of this.

3.3 We are responsible for the Mobile Banking App and its content. Apple Inc., Google Inc., Microsoft Corporation or Research in Motion Limited do not have any responsibilities or obligations to you in relation to the Mobile Banking App and will not provide any maintenance and support services for the Mobile Banking App.

3.4 The Mobile Banking App may only be installed and used by customers of HSBC Bank. You confirm that (i) you are not located in a country subject to a US Government embargo, or that has been designated by the US Government as a “terrorist supporting” country; and (ii) you are not listed on any US Government list of prohibited or restricted parties. Lists of these countries and parties may be found at http://www.state.gov and http://www.treasury.gov.

Use of location data

3.5 Certain services, including the HSBC ATM/Branch finder and Offers and Rewards, use information about your physical location sent from your mobile device (eg, GPS signals). If you use these services, you consent to us, our partners and licensees, and Google accessing, monitoring, transmitting, collecting,
4. Security

Your security obligations

4.1 You must take all reasonable precautions to keep safe and prevent fraudulent use of your mobile device and security information. These precautions include:

- 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 it;
- keeping your security details unique to Internet Banking and the Mobile Banking App;
- not disclosing your security details to anyone, including the police and us;
- changing your security details immediately and telling us as soon as possible in accordance with clause 4.3 if you know, or even suspect, that someone else knows your security details, or if we ask you to;
- keeping your security details and mobile device safe;
- complying with all reasonable instructions we issue regarding keeping your security details safe;
- once you have logged onto the Mobile Banking App do not leave your mobile device unattended or let anyone else use your mobile device;
- logging out of the Mobile Banking App once you have finished using the Mobile Banking App services, and in particular not leaving the Mobile Banking App running in the background whilst logged in (e.g. whilst multi-tasking, or running other apps);
- follow all security measures provided to you by the manufacturer of your mobile device operating system that apply to your use of the Mobile Banking App or your mobile device (although you should never disclose your security details to them or information about your accounts with us);
- Undertake reasonable and adequate precautions to scan for computer viruses or other destructive properties.

4.2 You must not use the Mobile Banking App on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been “jail-broken” or “rooted”. A jail broken or rooted device means one that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval.

4.3 After initial registration we will never contact you (or ask anyone to do so on our behalf) with a request to disclose your security details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your security details to them in any circumstances. Additionally, you should report any such requests to us immediately.

4.4 You will be responsible for all instructions given by you or anyone acting with your authority between when you log onto the Mobile Banking App until you log off the Mobile Banking App.

4.5 You are responsible for making sure information shown or stored on your mobile phone is kept secure.

4.6 You must advise us of any change to your mobile phone number without delay.

What to do if there is a breach of security

4.7 If you know or suspect that someone else knows your security details, or has used or tried to use them, or if your mobile device is lost or stolen you must tell us without delay by calling us on 0845 600 2290 or +44 1226 261226 if you are abroad, Textphone 0800 0283516 or +44 1792 494394 if you are abroad. Lines are open 8am to 10pm every day (except for Christmas Day, Boxing Day and New Year’s Day). We may ask you to co-operate with us and the police into the actual or suspected misuse of your security details, the Mobile Banking App or your account(s).

Unauthorised transactions

4.8 Please refer to the Product Terms for details about unauthorised transactions. You will be responsible for all losses arising from unauthorised transactions on your Account as a result of:

- You acting fraudulently, or
- You intentionally or with gross negligence failing to use the Mobile Banking App in accordance with the App Terms (including keeping safe your Mobile Banking security details safe), or
- You intentionally or with gross negligence fail to notify us in accordance with clause 4.7 if you know or suspect someone else knows your Mobile Banking security details or has used or tried to use your security details.

5. Abnormal and unforeseen circumstances

We are not responsible if we do not comply with any of the Terms:

- Due to abnormal and unforeseeable 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.

6. Suspension of the Mobile Banking App

We can, at any time, suspend your use of the Mobile Banking App. We will do this if we think it is reasonably necessary because:
• We have concerns about the security of the Mobile Banking App or Internet Banking; or
• We suspect that your Mobile Banking App or Internet Banking has been used fraudulently or in an unauthorised way; or
• There is a significantly increased risk that you will be unable to repay any overdraft on any of your accounts; or
• There are UK or European legal obligations we have to meet.

If we do suspend your use of the Mobile Banking App we will also suspend any other use by you of Internet Banking.

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

If you have entered incorrect log on details on several occasions we will suspend your access to the Mobile Banking App and Internet Banking. If this happens, you can reset your log on details within Internet Banking provided you can identify yourself and answer our security questions. Otherwise, you will need to telephone us.

You can ask us to lift any suspension by calling us on 0845 600 2290.

7. Ending this licence

7.1 You can end this licence at any time by contacting us by telephone or in branch. You should also delete the Mobile Banking App from your mobile device.

7.2 We can end this licence with you immediately in the following situations:
• If you have not used the Mobile Banking App for 12 months you will have to re-register in order to use the Mobile Banking App again; or
• If you have seriously or persistently broken any of the App Terms or the Product Terms including where:
  – you act in an unacceptable way, for example you act in a threatening or violent manner towards staff; or
  – you were not entitled to download the App; or
  – you have demanded that you repay an overdrawn balance on your account to us and you fail to do so; or
  – we have reasonable grounds to suspect that your security details have not been kept safe; or
  – we have reasonable grounds for believing you have committed or are about to commit a crime in connection with your account; or
  – you have not satisfied any anti-money laundering requirements.

• There has been or we suspect there has been fraud involving any of your accounts or any transactions on any of your HSBC accounts; or
• If there has been or we suspect there has been suspicious activity on your account; or
• We have reasonable grounds to suspect unauthorised or fraudulent use of your security details; or
• If the Mobile Banking App is withdrawn by the manufacturer of your mobile device operating system or, any intermediary or
• If we stop supporting the Mobile Banking App on your mobile device or the operating system it runs; or
• If you stop holding any account, product or service in respect of which the Mobile Banking App may be used; or
• if we reasonably consider that by continuing the contract:
  – we may break a law, regulation, code, court order or other duty; or
  – we, or another HSBC Group company, may be exposed to action or censure from any government, regulator or law enforcement agency.

7.3 We will notify you personally immediately after we have terminated the licence. This can include SMS, a message when you log onto the App, by post, by email, by secure e-message, by a message on your statement, or in any other way that will be sent to you individually.

7.4 We may end this licence for any other reason by giving you at least two months’ personal notice. This may happen if, for example, we replace the Mobile Banking App.

7.5 Upon termination of this licence for any reason by giving you at least two months’ personal notice. This may happen if, for example, we replace the Mobile Banking App.

7.6 You must delete the Mobile Banking App from your mobile device if you change your mobile device or dispose of it.
8. Changes

8.1 We may change the App Terms (including, but not limited to, introducing new charges and changing the types of payments you can make using the Mobile Banking App) at any time. We will tell you about the changes by post, by email, by secure e-message, or by placing details of the change within Internet Banking at least 2 months before the changes take effect.

From 30 June 2014 clause 8.1 will read as follows:

8.1 We may change the App Terms (including, but not limited to, introducing new charges and changing the types of payments you can make using the Mobile Banking App) for any of the reasons set out in the Product Terms. We may also change the App Terms for any other valid reason. We will tell you about the changes by post, by email, by secure e-message, or by placing details of the change within Internet Banking at least 2 months before the changes take effect.

8.2 If we provide you with notice that we are going to make a change to Terms, you can end this licence before that change takes effect without charge. If you do not tell us that you want to end this licence, then we will assume that you have accepted the change and it will take effect automatically.

9. Miscellaneous

9.1 If any part of the App Terms becomes invalid, illegal or unenforceable, this will not affect the validity of the remaining App Terms.

9.2 If we allow you some extra time to meet your obligations in these Terms or do not use some of our rights, this does not mean that we will do so again.

9.3 We can transfer all or some of our rights under these Terms to someone else. You cannot transfer any of your rights and obligations under these Terms to anyone else.

10. Your statutory rights

Nothing in the Terms will reduce your statutory rights including your rights relating to mis-described 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.

11. Governing law and language

The laws of England and Wales apply to these Terms and how we dealt with you before this licence applied.

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

Copyright in the pages, screens, information, and all material in their arrangement, included in the App is owned by or licensed to us or the HSBC Group unless otherwise noted.
Compensation Scheme membership

We are covered by the Financial Services Compensation Scheme (FSCS). 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 £85,000. 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, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 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. 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.

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 Banking 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 or on request. In Guernsey, HSBC Bank plc is a participant in the Guernsey Banking Deposit Compensation Scheme established by The Banking Deposit Compensation Scheme (Bailiwick of Guernsey) Ordinance, 2008. 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.

General information

It is possible that taxes or costs may apply to your use of the Mobile Banking App that are not paid to us or imposed by us. For example, your mobile network provider may charge you.

You will be able to use the Mobile Banking App once you have downloaded the App to your mobile device and have set up a password to access the App through our Internet Banking service.

Cancellation

For a period of 14 days after you have received a paper copy of the Mobile Banking App Terms in the post, you have the right to cancel your contract with us. You can do this by calling us or in branch. You should also delete the Mobile Banking App from your mobile device. If you do not cancel you can still end your contract with us at any time without notice.

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 South Quay Plaza, 183 Marsh Wall, 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.