

HSBC Currency Account

Terms and Conditions and Charges

Effective from 30 November 2015

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Charges

The charges you'll pay will depend on how you use your account. The tables below outline the fee you'll pay for each type of transaction in each currency. We don't charge for in-bound or out-bound electronic transfers you make between HSBC accounts.

Payments out of your account

	SEPA credit transfer	Worldpay			Priority Payment		
	Online	Branch	Telephone Banking	Online Banking	Branch	Telephone Banking	Online Banking
Emirati Dirham	23	52	52	23	172	172	23
Australian Dollar	8	18	18	8	61	61	8
Canadian Dollar	8	17	17	8	58	58	8
Swiss Franc	6	13	13	6	44	44	6
Chinese Yuan Renminbi	39	87	87	39	290	290	39
Euro	6	12	12	6	42	42	6
Hong Kong Dollar	48	109	109	48	362	362	48
Japanese Yen	771	1736	1736	771	5786	5786	771
Norwegian Krone	49	110	110	49	365	365	49
New Zealand Dollar	9	20	20	9	67	67	9
Swedish Krona	51	116	116	51	386	386	51
Singapore Dollar	8	19	19	8	63	63	8
US Dollar	6	14	14	6	47	47	6
South African Rand	77	173	173	77	575	575	77

We may charge for any enquiries we receive about a payment unless we've made a mistake, but we'll tell you what the charge will be before we start investigating.

For international payments, the Recipient's bank, and any foreign bank we may use to send the payment, may also make a charge. We don't control these charges, and you'll only have to pay them if you choose "sender to pay all charges" when you request your payment.

Payments into your Account

You can receive electronic payments or cheques, but cash deposits are not accepted on the HSBC Currency Account.

Electronic payments into your account

We don't charge for electronic payments you receive from non-HSBC accounts.

Cheques paid into your account

We can "negotiate" or "collect" foreign cheques to be paid into your account. We explain what this means in section 6, Payments into your account.

"Negotiation" – charge per cheque

Currency of cheque	Up to £100 (currency equivalent)	£100.01 - £5,000 (currency equivalent)	£5,000.01- £10,000 (currency equivalent)	£10,000.01- £50,000 (currency equivalent)	Over £50,000 (currency equivalent)
Emirati Dirham	34	69	137	195	343
Australian Dollar	12	24	49	69	121
Canadian Dollar	12	23	46	65	116
Swiss Franc	9	17	35	49	87
Chinese Yuan Renminbi	58	116	232	329	580
Euro	8	17	33	47	83
Hong Kong Dollar	72	145	290	411	725
Japanese Yen	1157	2314	4629	6558	11572
Norwegian Krone	73	146	292	414	731
New Zealand Dollar	13	27	54	76	134
Swedish Krona	77	154	309	438	772
Singapore Dollar	13	25	50	71	126
US Dollar	9	19	37	53	93
South African Rand	115	230	460	652	1150

“Collection” – charge per cheque

Emirati Dirham	160
Australian Dollar	57
Canadian Dollar	54
Swiss Franc	41
Chinese Yuan Renminbi	271
Euro	39
Hong Kong Dollar	338
Japanese Yen	5400
Norwegian Krone	341
New Zealand Dollar	63
Swedish Krona	360
Singapore Dollar	59
US Dollar	44
South African Rand	537

Other cheque fees

	Return fee	Pension Cheque	– ie, a cheque by which you receive a pension payment.
Emirati Dirham	143	29	
Australian Dollar	51	10	
Canadian Dollar	48	10	
Swiss Franc	36	7	
Chinese Yuan Renminbi	242	48	
Euro	35	7	
Hong Kong Dollar	302	60	
Japanese Yen	4822	964	
Norwegian Krone	304	61	
New Zealand Dollar	56	11	
Swedish Krona	322	64	
Singapore Dollar	52	10	
US Dollar	39	8	
South African Rand	479	96	

Arranged Overdrafts

Arranged overdraft facilities are not available on the HSBC Currency Account. You must not borrow by way of overdraft on the HSBC Currency Account.

HSBC Currency Account product summary

The product summary sets out key details of the account. The product summary forms part of the HSBC Currency Account Terms and Conditions and Charges (Terms). You should read the product summary for the account carefully together with the rest of the Terms, the charges information in this booklet, and all other information we give you when you apply for your account.

You can ask us for additional copies of these documents at any time.

Account features

- Available in one of 14 different currencies.
- Make payments within the UK and overseas.
- Access your account through Online Banking, Telephone Banking and in branch.
- Up-to-date foreign exchange rates provided when making payments and transfers.
- You can make payments and transfers online immediately, up to a year in advance or on a recurring basis.

Eligibility

You must be 18 or over, be a UK resident (excluding the Channel Isles and Isle of Man) and hold an active HSBC current account other than a Basic Bank Account or a Student Account.

Important things in our Terms you should be particularly aware of

Important information about payments and Foreign Cheques

What do you need to know?	Where can you find out more?
In some situations we won't make a payment from your account when we are asked to. These include if you don't have enough money to cover the payment, or if we reasonably think there's a security or fraud risk on your account or on the device used to request a payment through Online Banking.	Page 10
If a payment doesn't reach a Recipient because you gave us the wrong details, we are not responsible for this but we'll try and help you trace the payment if you ask us to (we may charge for this).	Page 12
You should carefully check your statements as soon as you get them for payments you don't recognise and tell us about any errors within 13 months.	Page 8
In some situations you may be responsible for unauthorised payments from your account; for example, if you've acted fraudulently or haven't kept your security details safe.	Page 15
A Foreign Cheque which is negotiated can be returned unpaid meaning the money will be taken back out of your account.	Page 14

Set-off

If you owe us money on another sole or joint account and you hold money in the HSBC Currency Account then we can use any money in the HSBC Currency Account in accordance with the Terms to repay your debt. We'll provide you with information about set-off before we do this. For full details about set-off see page 23.

Changing the Terms

We can change any of our charges, account eligibility criteria and other terms and conditions for certain reasons. In most cases we'll tell you about changes in advance. The changes we may make and the reasons we can make changes are explained on page 17.

Closing your account

In certain limited situations, we can close your account immediately; for example, if you've seriously or persistently broken these Terms, or if we reasonably consider that if we continue to keep your account open we'll be breaking the law. We can also close your account by giving you at least two months' notice. In addition, we can close your account by giving you at least two months' notice if you close your qualifying HSBC current account. Before your account is closed, we'll deduct any charges which haven't been applied to your account before paying the balance to you. See pages 17 and 18 for more information about closing your account.

Security

You must keep your security details safe and secure at all times and let us know as soon as possible if they're lost or stolen. If you don't do this, you may be responsible for unauthorised payments made from your account. See pages 8 and 9 for full terms.

General

No one else apart from you and us will have any rights under these Terms.

You must not use your account for business purposes.

If you want to authorise another person to operate your account you must sign a Third Party Mandate. You'll be responsible for the actions of that person when they operate your account as if they were your own.

1. Protecting your information

It's important to keep your finances safe. Here are some of the steps you can take to help keep your money safe and information secure:

Keep your details up-to-date – Let us know if you change your name or contact details as soon as possible. Remember to make sure that confidential information detailed in any of our communications with you is not seen by anyone else.

Regularly check your statements – You should check your statements as soon as you get them, and call us immediately if anything looks suspicious.

Telephone Banking – When you register for Telephone Banking, you will be asked to create a personal security number. You will also need to re-do this if you forget your security number. The number must be between six and ten digits long. If you call us, we will never ask for more than two digits of your security number to identify you as the account holder.

When you contact us by telephone, 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.

If we call you, we will never ask for your full security number or other Security Details.

We will only ask questions based on information known to us about you, and the transactions on your account. We may not be able to assist you if we are unable to identify you as our customer using our security procedures.

Textphone users – Please remember to clear your textphone’s memory after every conversation with us. Remember to tear out and destroy any printed record of your personal details from any printer attached to your textphone. Keep your textphone in good working order as a general security measure.

Online Banking – Everyone who signs up for online banking will receive a Secure Key. This device will generate a unique six-digit code for you to use to log on.

We’ll ask you to help us, and the police, with any investigation into the suspected misuse of your Security Details or security device.

If your security device or Security Details have been lost or stolen or you suspect someone has used or tried to use them, you must call us straightaway on one of the numbers below. All lines are open 24 hours a day, 7 days a week.

Telephone Banking issues	
From the UK	03457 404 404
From abroad	+44 1226 261 010
HSBC Premier customers	
From the UK	03457 70 70 70
From abroad	+44 1226 260 260
Textphone for all issues	
From the UK	03457 125 563
From abroad	+44 207 088 2077

To help us continually improve our services and for security reasons we may monitor and record your telephone calls with us.

2. Important Security Information

You must take all reasonable precautions to keep your Security Details and security device (which includes the physical and digital HSBC Secure Key) safe and to prevent fraudulent use of them.

These precautions include but are not limited to all of the following, as applicable:

- 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; and
- keeping your Security Details unique to your accounts with us;
- not allowing anyone else to have or use your security devices, or any of your Security Details (including for Telephone Banking) and not disclosing them to anyone, including the police, an account aggregation service and us;
- 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 dust bins to obtain this type of information. You should take simple precautions such as shredding paper containing such information; and

- changing your Security Details immediately and telling us as soon as possible, you need to call one of the telephone numbers on the back of these Terms, if you know, or even suspect, that someone else knows any of those details, or if we ask you to.

3. Making payments

How you can ask us to make an electronic payment from your account:

Online Banking – you need to log in, enter the security information we ask for and the payment details (see below). You then need to confirm this information is correct – this is your agreement for us to make the payment.

Telephone Banking – you need to call one of the telephone numbers on the back page of these Terms and provide the security information we ask for and the payment details. We'll repeat the payment information to you and you'll need to confirm it's correct – this is your agreement for us to make the payment.

Branch – you need to provide the payment details to us and we'll need to verify your identity. When you confirm the payment details (see below) are correct, this is your agreement for us to make the payment.

For the payment details that we require please see section 4, International Payments below.

We may change the security information we ask you to provide to help prevent fraud.

When we'll make payments

We'll make a payment from your account if you authorise it in accordance with these Terms and there's enough cleared money in your account to cover it.

If you ask us to make a payment on a future date, this condition must be met at the start of the day the payment is due to be made (ie, 00:01am).

If a payment is due to be made on a non-Working Day, we'll treat it as a request to make the payment on the next Working Day.

When we won't make payments

We won't make a payment (and won't be responsible for any loss to you) if:

- any of the conditions for making a payment set out in these Terms haven't been met; or
- the payment would exceed any limits we may set; or
- we're not reasonably satisfied that the payment or the payment instruction is lawful; or
- we reasonably consider that your account has been or is likely to be misused; or
- we reasonably consider there is a security or fraud risk on the device you've used to request the payment through Online Banking; or
- there's a risk of fraud; or
- we're ordered to do so by a Court; or
- we're not able to send the payment by one of the payment methods we use (eg, if a Recipient's bank doesn't accept the types of payment we can make).

Occasionally, for fraud prevention purposes, we may have to contact you to re-confirm some payments or ask for additional security information. If we leave a message asking you to contact us, you must do so as soon as possible. We'll decline payment requests if you don't call us back.

If we don't make one of your payments

You can call us for details of the reason(s) why we haven't made a payment and the procedure for correcting any factual errors leading to it not being made.

We may be unable to let you know that we haven't made a payment and why for fraud prevention or security reasons.

General payments conditions

We'll only process payments into your account using the sort code and account number or Bank Identifier Code (BIC) and International Bank Account Number (IBAN).

We may set limits on payment amounts which we'll make available to you when you ask us to make a payment. We may also set internal limits for security purposes, but won't make these available to you.

If a payment has been made into your account by mistake

We may be asked by another bank to return a payment that has been paid into your account by mistake. Provided we reasonably believe this to be the case we may:

1. deduct an amount up to the value of the mistaken payment from your account and return it after we have given you written notice of our intention to do this. If you do not agree that the payment has been made into your account by mistake you must contact us within the time period set out in the letter otherwise we will return the payment to the sender; and
2. prevent you from using the amount of the disputed payment whilst we carry out the actions in paragraph 1 above.

If the payment received into your account was more than two months ago we will always seek your specific agreement before we return it.

If a payment is made into your account as a result of fraud we can deduct it from your account at any time.

If we deduct a payment from your account and this leads to your account going overdrawn we will make contact with you to request the amount you owe us.

Suspension of payment facilities

We can suspend your use of Telephone Banking or Online Banking if we think it's reasonably necessary because:

- we've concerns about their security; or
- we suspect they've been used fraudulently or in an unauthorised way; or
- there's a significantly increased risk that you'll be unable to repay any overdraft on your account; or
- there are UK or European legal obligations we have to meet; or
- you haven't provided us with identification or other documents that we've asked for in a reasonable period of time.

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

You can ask us to lift any suspension once the reason for it has ended by calling us.

Cash withdrawals

When we deduct cash withdrawals from your account.

Type	When we carry out the deduction
Cash withdrawals made over the counter in an HSBC branch	Same day

4. International Payments

You can use Currency Account Transfers, SEPA credit transfers, Worldpay payments, Priority Payments and Global Transfers to make payments in a foreign currency to other UK accounts or to make payments abroad.

Payment details

You must provide us with:

- details of the Recipient's bank, including their SWIFT BIC address, sort code or national bank code;
- the Recipient's bank account number or IBAN;
- the name and address of the person you're paying;
- your own account number (and IBAN for a SEPA credit transfer), name and address;
- the amount of the payment;
- any reference;
- a reason why you're making the payment if we ask for one.

Please also see the "General payments conditions" section earlier in these Terms.

5. Payment timescales

Payment type	How long it takes the payment to reach the Recipient's bank	Payment cut-off time (see further details about cut-off times below)
Global Transfer	Immediate, unless we're unable to convert your transfer into the currency of the receiving account before we send it. In that case the transfer will take up to five days. Occasionally a transfer may take slightly longer than five days due to local regulatory requirements in certain non-EEA countries, eg, China.	N/A
Currency Account Transfer	Branch and Telephone Banking: Next Working Day. Online Banking – Immediate providing requested by 9pm.	Currency cut-off times apply (see below).
SEPA credit transfer	Next Working Day.	Currency cut-off times apply (see below).
Worldpay payment	<ul style="list-style-type: none"> • Next Working Day if the payment is to an account within the EEA. • All other Worldpay payments usually take up to six Working Days, but may take longer depending on the country the money is being sent to. 	2.30pm on a Working Day Currency cut-off times apply (see below).
Priority Payment	<ul style="list-style-type: none"> • Next Working Day if the payment is to an account within the EEA. • All other Priority Payments – up to four Working Days, but may take longer depending on the country the money is being sent to. 	2.30pm on a Working Day Currency cut-off times apply (see below).

Cut-off times

There are two types of cut-off times:

- Payment cut-off times, which are set out in the above table; and
- Currency cut-off times, which vary depending on the currency you ask us to make the payment in.

The currency cut-off times for the payments in the above table are:

Euro and sterling payments – 2.30pm on a Working Day.

Any other EEA currency – 2pm on a Working Day.

Non-EEA currencies – please ask us for details.

If we receive your payment instructions after the earliest of the two cut-off times, we'll start making the payment on the next Working Day.

Exchange rates for payments and transfers

You can ask us to convert a payment into a different currency before we send it. The HSBC Exchange Rate applies to all conversions apart from Global Transfers when the HSBC Global Transfers Exchange Rate will apply. These are variable rates that change frequently. If you ask us to make a payment immediately, we'll provide details of the exchange rate and you'll have the opportunity to accept or reject it before confirming you want us to send your payment.

If you ask us to make a payment in the future, we'll apply the HSBC Exchange Rate/Global Transfers Exchange Rate at the time we make the payment.

If:

- a payment we converted into a foreign currency is returned to us; or
- we're unable to make the payment after we've converted it for any of the reasons set out in the When we won't make payments in section 3;

we'll convert that payment back into the original currency using the HSBC Exchange Rate that applies at that time. This means the amount added back to your account could be less than the original amount of the payment. We're not responsible for this. You can get details of the HSBC Exchange Rate by calling us, in any branch or through Online Banking. If you've asked us to make a payment on a date in the future, you can check the latest indicative HSBC Exchange Rate by:

- calling us before midnight the day before we make your payment; and
- by using the currency calculator in the Send Money Overseas section of Online Banking.

For Global Transfers between accounts in different currencies:

- if the receiving account is in a currency we can convert your Global Transfer into, we'll convert it before sending it.

You can get details of the indicative HSBC Global Transfers Exchange Rate through Online Banking.

Fraud checks

Payments may be delayed if we carry out fraud checks.

Cancelling a payment

If you've asked us to make a payment immediately you cannot cancel it. The only exceptions to this are if you've made two identical SEPA credit transfers in error, or someone else has fraudulently made a SEPA credit transfer from your account. In that case you can cancel the payment within 10 Working Days.

If you've asked us to make a payment in the future, you can cancel:

Global Transfers – through Telephone Banking before 6pm (5pm at weekends) the day before we send the payment, or through Online Banking before 11.59pm the day before we are due to send the payment;

Currency Account Transfer, SEPA credit transfer, Worldpay payment or Priority Payment – through Online Banking before 11.59pm the Working Day before we're due to send the payment.

Text messages for future dated and recurring payments

We may send text messages to:

- remind you to keep a sufficient available balance on your account before a payment is made and how to check exchange rates;
- alert you when a payment cannot be made because there is an insufficient available balance in your account; or
- notify you when a payment has been made.

It may not be possible to send you text messages on every occasion set out above (for example, if there are problems with our systems). You must continue to monitor your accounts carefully yourself.

6. Payments into your account

Electronic payments

If we receive a payment in any other currency than the currency your account is held in, we'll convert the payment into the currency your account is held in using the HSBC Exchange Rate at the time we receive the payment.

7. Cheques you receive

Foreign Cheques

You can pay both cheques drawn in a foreign currency and cheques drawn on foreign banks into your account. We'll agree to either "negotiate" the cheque or send it for "collection". In some situations, we are required to "negotiate" the Foreign Cheque. We charge in both instances, and you may also have to pay foreign agents' charges and charges imposed by the bank on which the cheque is drawn. See pages 5 and 6 for further information about our charges.

"Negotiation" of a Foreign Cheque

We'll immediately add the cheque amount (less our charges) to your account. If we need to convert the cheque amount, we'll apply the HSBC Exchange Rate.

If the cheque is returned unpaid we'll deduct the amount of the cheque from your account. If the cheque was converted, then we'll reconvert it back to the currency of the cheque using the HSBC Exchange Rate before we make the deduction. There's a charge if a Foreign Cheque is returned unpaid.

"Collection" of a Foreign Cheque

We'll collect the amount of the cheque first and then pay that money into your account.

We may wait for a short time before paying the money into your account to make sure that the cheque isn't going to be returned unpaid. This means the funds will not be immediately available to you.

We'll convert the amount we receive (if needed) using the HSBC Exchange Rate before we pay it into your account (subject to charges).

We're not responsible for any losses that result from changes to the HSBC Exchange Rate.

You must sign on the back of a Foreign Cheque you want to pay into your account using the exact same name given on the front of the cheque.

8. What happens if things go wrong?

If you don't recognise a payment from your account

You must check your statements regularly and carefully and call us immediately if you don't recognise a transaction or think we've made a payment incorrectly.

If you tell us that you didn't authorise a payment, we'll immediately refund your account with the payment amount and any charges you've paid as a result of that payment. We'll have no further responsibility to you.

If we later become aware that we're not responsible for the unauthorised transaction, we'll deduct the amount of the refund from your account.

We won't make an immediate refund if we suspect fraud or that you intentionally or with gross negligence failed to keep your security device or your Security Details (including passwords) safe. However, we'll investigate the transaction as quickly as possible.

You must tell us about any unauthorised payments within 13 months of the date of the payment; otherwise you may not be entitled to have any errors corrected.

If you authorise a payment in advance (for example by SEPA Direct Debit) and:

- the authorisation didn't set out the exact amount of the payment; and
- the amount of the payment exceeds the amount you could reasonably be expected to pay, taking into account your previous spending pattern, the Terms and all other circumstances, you can ask us for a refund within eight weeks of the payment being deducted from your account. We won't make a refund if you've agreed with us for the payment to be made and, where appropriate, details of the payment are provided or made available to you at least four weeks before the payment is deducted from your account.

You must provide us with any further appropriate information we ask for so we can decide whether we should make a refund. We'll make any refund or provide you with our reasons for refusing your request within 10 Working Days of receiving all the information we require.

Tracing payments

If you ask us to, we'll make reasonable efforts to trace and recover an incorrect payment and will tell you the outcome.

Responsibility for unauthorised payments or fraud on your account

What's happened?	Who is responsible?
You have acted fraudulently	You
You have let another person use your Security Details or your account	You
You intentionally or with gross negligence didn't use Telephone Banking or Online Banking in accordance with these Terms	You
You didn't keep your security device or your Security Details safe	You
You intentionally or with gross negligence failed to notify us as soon as possible of the loss or theft of your Security Details or security device, or if you suspect someone has tried to use any of them	You
An unauthorised transaction is made after you've told us that your Security Details have been lost or stolen	We're responsible, unless you've acted fraudulently
We haven't provided the facilities for you to tell us that your Security Details have been lost or stolen	We're responsible, unless you've acted fraudulently
If you've asked us to make a payment and provided the correct payment details	We're responsible, unless we can prove the Recipient's bank has received the payment within the usual timescales for making the payment

Responsibilities

We're not responsible if we don't comply with any of the Terms:

- due to abnormal or 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.

9. Balance information and statements

You can check the state of your account at any time by using Online Banking. You can also contact us in branch or by phone. You will, in any event, be provided with monthly statements and we'll post you a paper statement at least every twelve months.

Account balance and available balance

The balance on your account will not include payments still being processed.

The available balance includes cleared funds in your account.

10. Informal Overdraft

We do not offer an arranged overdraft facility on this account.

If we deduct a payment from your account (for example, as a result of fraud or a negotiated cheque being returned unpaid) and this leads to your account going overdrawn, we'll treat this as a request for an informal overdraft.

Although we will not charge you for entering an informal overdraft, whenever your account is overdrawn you should make regular payments into your account. You must tell us if you are unable to do this.

Unless we have agreed other terms with you in writing, we may at any time demand in writing that you pay any money you owe us immediately. Any amounts you owe us will be converted into sterling using the HSBC Exchange Rate applicable at the time we make the demand.

11. Court Orders

We may have to comply with any Court Order or order from the Child Maintenance and Enforcement Commission we receive. This may mean we have to make deductions from your account and payments may not be processed or may be reversed.

If a bankruptcy petition or sequestration order is presented against you in the UK then we'll:

- suspend your ability to make payments through Telephone Banking and Online Banking;
 - refuse to make payments from your account without a Court Order; and
 - set up a separate account in your name in which any future payments to you will be held.
-

12. Changes and how we'll tell you about them

Changes to charges, eligibility requirements and benefits and these Terms

We can make changes to our charges (including applying new charges), eligibility requirements and benefits and these Terms at any time if we reasonably believe the change is to your advantage, or is needed for any one or more of the following reasons. These reasons may relate to circumstances existing at the time or those that are expected to apply in the near future:

- to respond proportionately to changes in general law or decisions of the Financial Ombudsman Service;
- to meet our regulatory requirements;
- to reflect new industry guidance and codes of practice;
- to respond to the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar organisation;
- to allow us to make reasonable changes to the way in which we manage the account as a result of changes to technology or the systems we use, including introducing new services or facilities or replacing an existing service or facility with a new one.

Other reasons we can change charges

We can change charges at any time to proportionately reflect legitimate increases or reductions in the costs of providing the account, services or facilities (including our funding costs).

We can also change charges for any other valid reason.

Changes to our exchange rates

Changes to the HSBC Exchange Rate and the HSBC Global Transfers Exchange Rate, which are reference rates, will happen immediately and without giving you prior notice.

Changes to charges, eligibility requirements and benefits and other Terms for reasons not stated in this section

We can make any change as long as we give you advance notice and you're able to close your account, or end a service that relates to an account, before the change takes effect without charge.

We need this flexibility to change because we need to be able to manage how we provide an account over a long period of time, and it's very difficult for us to anticipate all the circumstances when we might need to change the way an account works. If you don't like any change we make in this way, you've the right to close your account.

Changes to charges

If we change the charges set out in these Terms (including introducing new charges), we'll tell you personally at least two months in advance.

How we'll tell you about other changes

If we make changes to:

- account eligibility in the Product Summary;
- sections 7 Cheques you receive, and 14 Contacting you;

we'll tell you personally at least 30 days in advance if the change is to your disadvantage. For other changes we'll tell you within 30 days of the change.

If we make changes to:

- the account features in the Product Summary;
- "Important things in our Terms you should be particularly aware of";
- sections: 1 Protecting your information, 2 Important Security Information, 3 Making payments, 4 International Payments, 5 Payment timescales, 6 Payments into your account, 8 What happens if things go wrong?, 9 Balance information and statements, 10 Informal Overdraft, 11 Court Orders, 12 Changes and how we'll tell you about them, 13 Closing your account, 15 Your information, 16 Actions we take to prevent Financial Crime, 17 Account transfers, 18 General Terms, 19 Additional services you may need, 20 Financial Difficulties, 21 Extra time and 22 The law that applies to these Terms;
- Important Information; or
- the Glossary;

we'll tell you personally at least two months in advance.

What you can do if you don't like a change we've made to charges or terms and conditions

If we give advance notice that we're going to make a change to Terms, you can close your account before that change takes effect, or within the next 60 days whichever is longer, without charge.

If you don't tell us that you want to close your account, then we'll assume you've accepted the change and it will take effect automatically on the date we tell you in the notice.

13. Closing your account

Cooling-off period

A 14 day cooling-off period applies after we open your account. During this time you can close your account in any branch, by writing to us at PO BOX 6125, Coventry CV3 9GW, by calling us on 03457 404 404 or if you applied for your account by telephone the cooling-off period will start from the day after you receive these Terms.

How you can close your account

You can close your account at any time in any branch or by calling us.

If you close your account we'll withdraw any account benefits and ask you to repay what you owe us.

When we can close your account

We can close your account immediately and without notice if you've seriously and 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; or
- you weren't entitled to open your account or take out your service; or
- we've demanded that you repay an overdrawn balance on your account to us and you fail to do so; or
- you haven't provided us with adequate information that we've requested in relation to your liability for tax; 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.

We can also close your account for any reason provided we give you two months' notice. If you close your qualifying HSBC current account, we will provide you with two months' notice and then close your account.

When your account is closed

When your account is closed, we'll deduct any charges you owe us but which haven't yet been added to your account before paying the remaining balance of the account to you. See page 3 for more information about our charges.

You're responsible for cancelling payments into and out of your account.

If someone tries to make a payment into your account after it's been closed we'll take reasonable steps to return the payment to them.

14. Contacting you

We may use any contact details we have for you to contact you for service and operational reasons; for example, to tell you about changes to the Terms.

You must tell us as soon as possible if any of the contact details we hold for you change.

We may record telephone numbers you call us from. In limited circumstances we may contact you using these numbers, but only if we haven't been able to contact you on the numbers you've provided to us.

We may also contact you using the secure e-message facility within Online Banking.

15. Your information

General Information

Where we refer in this section to the HSBC Group this includes HSBC Bank. We won't disclose Customer Information to anyone, other than where:

- we're legally required to disclose;
- we've a public duty to disclose;
- our, or a third party's legitimate business purposes require disclosure;
- you consent to the disclosure; or
- it's disclosed as set out in this "Your Information" section.

Collection of Customer Information

Members of the HSBC Group may collect, use and share Customer Information including information about you, your transactions, your use of our products and services and your relationships with the HSBC Group Customer Information may be:

- requested by members of the HSBC Group or on their behalf;
- collected from you directly, from someone acting on your behalf or from anywhere else (eg, credit reference agencies);
- combined with other information available to members of the HSBC Group.

Use of Customer Information

We'll process, transfer and disclose Customer Information to:

- provide Services;
- deal with any of your transactions;
- meet Compliance Obligations;
- perform Financial Crime Risk Management Activity;
- collect any money you owe us;
- perform credit checks and obtain or provide credit references;
- enforce or defend the rights of a member of the HSBC Group;
- for 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 any marketing and market research you agree to); and
- verify your identity.

Sharing Customer Information

When we use Customer Information for the purposes set out above, we may transfer and disclose it to:

- any member of the HSBC Group and anybody who provides services to them or their agents;
- any Authorities;
- persons acting on your behalf, payment Recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses and clearing or settlement systems;
- other financial institutions, fraud prevention agencies, trade associations, credit reference agencies and debt recovery agents;
- any introducing broker we provide instructions or referrals to or from whom we receive them;
- any third party:

1. in connection with any reorganisation, sale or acquisition of any HSBC Group member's business;
2. we use to provide banking services to you; and
3. for marketing purposes where you've consented to marketing.

The above recipients may also process, transfer and disclose Customer Information for the purposes set out above and they may be in countries where data protection laws don't provide the same level of protection as in the UK.

However, whether it's 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.

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're responsible for complying with your tax obligations (and Connected Persons are responsible for complying with theirs), such as payment of tax and filing of 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 don't live there or aren't 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.

What happens if you don't meet your responsibilities

If:

- you don't promptly respond to our requests for Customer Information; or
- you don't agree that we can disclose, agree or process Customer Information in accordance with this section (other than for marketing or market research purposes); or
- a member of the HSBC Group suspects Financial Crime;

then we may:

- be unable to provide all or part of the Services to you, and can end our entire relationship with you;
- take necessary steps for any member of the HSBC Group to meet the Compliance Obligations; and/or
- block or close your account

If you don't 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.

16. 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 the 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.

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 per request from each individual.

Credit reference and fraud prevention agencies

If you apply for an HSBC Currency Account, we may use details of your credit history obtained from a credit reference agency to assess your ability to meet financial commitments.

We may also share information with credit reference agencies:

- about how you manage any current accounts or borrowing from us.
- if we make demand for repayment of a debt and you don't repay the amount owing, or make and keep to acceptable repayment proposals within 28 days (provided there's not a genuine dispute about the amount you owe). This may affect your ability to obtain further credit.

Credit reference agencies record details that will form part of your credit history regardless of whether you proceed with your application for an account or borrowing. If you make several applications in a short period of time this may temporarily affect your ability to obtain credit.

More information is set out in our leaflet "Credit Scoring, Credit Reference and Fraud Prevention Agencies" available on our website, from branches or by calling 0800 587 7008 (textphone 0800 028 3516). Please also call this number if you want details of the credit reference and fraud prevention agencies we use. Lines are open 8.30pm to 6pm Monday to Friday, excluding public holidays.

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;
- improve the functionality, security and performance of those websites;
- provide you with marketing; and/or
- provide us with information about how those websites are used and how you arrive at them; and/or
- ensure the marketing information displayed to you when you use HSBC Group websites is more likely to be relevant and of interest to you.

Emails from or on behalf of the HSBC Group 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.

Other ways we can use your information

To ensure 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 branch. 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 you provide.

You should tell us if you change your mind about receiving marketing information or about participating in market research.

This “Your information” section will continue to apply even if this agreement is ended by you or us.

17. Account transfers

Transferring you to a different account

We can transfer you to another account we believe is appropriate for you if:

- your account is no longer going to be sold by us; or
- your account has eligibility requirements you no longer meet.

We’ll always give you at least two months’ notice that we’re going to transfer you to a different account. You can close your existing account during the two month notice period. Once your account has been transferred, you can close it within 60 days with no charge.

Transferring your account to a different bank

We can transfer all of our rights in relation to your account to someone else.

We can transfer all of our obligations in relation to your account, but only to someone we reasonably consider capable of performing them equally as well as us and who is authorised or recognised by our regulator as being able to accept deposits. This won’t reduce any of your rights in relation to your account.

Transferring your account to another person

You cannot transfer any of your rights and obligations in relation to your account, or your account itself, to any other person.

18. General Terms

Inactive accounts

If there has been no activity from you on your account for some time, we may suspend your account (which will mean no payments can be made into or out of it) to protect against fraud.

Unless we are concerned that doing so may jeopardise the security of your account, we’ll give you two months’ advance personal notice.

Unclaimed assets scheme

We participate in the unclaimed assets scheme. If you’ve an account with us (including an account that we’ve closed in accordance with these Terms but we haven’t been able to repay your money to you) and there has been no activity from you on your account for at least the last 15 years we may transfer any money in your account to the unclaimed assets scheme at Reclaim Fund Limited. We’ll tell you at least 30 days before we do this. If we haven’t already done so, we may then close your account. You’ll still have the right to your money – you should ask us for information about how to get your money back. The transfer of money to the unclaimed assets scheme won’t affect any entitlement you may have to compensation under the Financial Services Compensation Scheme.

Our right of set-off

If you owe us money on another sole or joint account (this could be an overdraft, loan, credit card or any other credit product); then we can use any money you have with us in this HSBC Currency Account to reduce or repay the amount you owe us.

This is our right of “set-off”.

We can use this right in the following ways:

HSBC Currency Account in credit held in the name of:	Right of set-off can be applied against amounts owed on accounts held by:
A	A
A	A and B
A and B	A and B
A and B	A
A and B	B

Unless prevented by law, we'll use our right of set-off in relation to any sole or joint accounts that you hold with any HSBC Group company worldwide.

Exceptions

We cannot use our right of set-off:

- against any money in an account in your name which you've told us isn't yours;
- against any money which we're required to hold by law in an account in your name for someone else;
- in a way that doesn't comply with any law, regulation, code of conduct or industry guidance; or
- against any money in an account we think you need to cover essential living expenses or certain important debts.

If we're considering using our right of set-off:

- we'll provide you with general information about our rights and the circumstances when we may use our right of set-off in advance, and
- we may convert to sterling any balance that is in a currency other than sterling at the HSBC Exchange Rate that applies at the time.

Complaints

If we have not been able to resolve any complaint you make about our products and services within eight weeks, or you are not satisfied with our response, you can refer your complaint to the Financial Ombudsman Service. If you want to contact the Financial Ombudsman Service, you will need to do this within six months from receipt of our final response.

To find out more about the service you can:

- visit www.financial-ombudsman.org.uk; or
- write to:
The Financial Ombudsman Service
Exchange Tower
London
E14 9SR; or
- phone them on 0800 023 4567 or 0300 123 9123

19. Additional services you may need

Customers with disabilities may find the following services particularly convenient:

- textphone to textphone service available to customers – please call 03457 125 563 to access this service;
- statements in Braille, audio and large print;
- on request, items of literature in your preferred format,
- hearing loops in branches to assist hearing aid users;
- sign language interpreter, speech to text translation or lipspeaker services to assist with detailed discussion;
- calls via the Text Relay service; and
- a larger Secure Key is available for accessing Online Banking, with bigger keys and display, as well as audio instructions and information.

20. Financial Difficulties

If you do find yourself in a position of financial difficulty or you are worried about your finances, please contact us. The sooner you talk to us, the sooner we might be able to help you.

21. Extra time

If we allow you some extra time to meet your obligations in these Terms or don't use some of our rights, this doesn't mean that we'll do so again.

22. The law that applies to these Terms

Where you opened your account	Which country's laws apply to these Terms and how we dealt with you before you opened your account
UK (except Scotland)	England and Wales
Scotland	Scotland

You can take legal proceedings against us in the UK, or in the country where you live. These Terms are, and any communications we send to you will be, in English.

Glossary

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.

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 other person or entity with whom you've a connection relevant to your relationship with the HSBC Group and whose information is received by an HSBC Group member either directly from you or otherwise, in connection with the provision of Services. Examples include a guarantor, recipient of a payment, anyone who has opened or operates an account on your behalf or anyone entitled to the money in an account.

Currency Account Transfer means a transfer you make in a foreign currency to another one of your HSBC Bank accounts in the UK.

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

EEA means all the countries in the European Union together with Iceland, Norway and Liechtenstein.

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:

1. screening, intercepting and investigating any communication, application for Services or any payment, whether sent to or by you or on your behalf;
2. investigating the source of or intended recipient of money;
3. combining Customer Information with other related information in the possession of the HSBC Group; and/ or
4. 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.

Foreign Cheque means either a cheque in a foreign currency drawn on a bank anywhere or a sterling/euro cheque drawn on a bank abroad.

Global Transfer means a payment to one of your other HSBC accounts using Global View within Online Banking. A full list of countries you can make payments to can be found at [hsbc.co.uk](https://www.hsbc.co.uk).

HSBC Bank means HSBC Bank plc but excludes First Direct.

HSBC Exchange Rate means the rate we apply to foreign currencies you may transact in using this account.

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 and 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 any member of the HSBC Group.

Online Banking means our online banking service for personal customers.

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

Priority Payment means an international payment or a foreign currency payment to another account in the UK.

Recipient means the person receiving the money being paid (another person/company, or you if you're sending a payment to another of your accounts or are withdrawing cash).

Security Details means all PINs and passwords you use to access your account by any method, eg, Telephone Banking, Online Banking.

SEPA credit transfer means a payment in Euros to an account within the European Economic Area, Switzerland and Monaco.

Services means (a) opening, maintaining and closing your account, (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 a UK or foreign tax, revenue or monetary authorities (for example, Her Majesty's Revenue and Customs).

Tax Information means documentation or information about your tax status.

Telephone Banking means our telephone banking service for personal customers.

Terms means these HSBC Currency Account Terms and Conditions and Charges.

UK means England, Scotland, Wales and Northern Ireland.

We, us, our means HSBC Bank plc.

Working Day means Monday to Friday, excluding bank holidays.

Worldpay payment means an international payment up to the currency equivalent of £2,000 which can be made to 21 countries in the currency of the country where the recipient's account is held.

Important information

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 a company incorporated under the laws of England and Wales with company registration number 14259. HSBC Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check details of HSBC address and statutory status by calling the FCA on 0345 606 1234 or via their website at fca.org.uk. Our firm's reference number is 114216. HSBC Bank plc's registered VAT number is GB365684514.

Your account is subject to the terms and conditions you were given during your application for your account and any other terms we subsequently provide to you, for example, in respect of our Online Banking service.

You can ask us for a copy of your terms and conditions and charges at any time, by contacting us, on the number on the back page of this brochure or calling into a branch. The current version of these documents will also be available on hsbc.co.uk.

Telephone Banking, and Online Banking are subject to emergency or scheduled maintenance periods. We will try to inform you in advance but it may not always be possible to do so. Telephone lines are open 8am to 10pm every day and 24 hours a day for HSBC Advance and HSBC Premier customers. To help us continually improve our service and in the interests of security we may monitor and/or record your telephone calls with us.

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

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

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

For all other enquiries on your account please contact HSBC on 03457 404 404 or for HSBC Premier customers on 03457 707 070.

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).

Contact Information

Account type	From the UK, Channel Islands and Isle of Man	From overseas
UK accounts (including HSBC Advance)	03457 404 404	+44 1226 261 010
HSBC Premier customers	03457 70 70 70	+44 1226 260 260
Textphone for all accounts	03457 125 563	+44 207 088 2077
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.		
Online Banking	www.hsbc.co.uk	

In the UK, HSBC Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

hsbc.co.uk

Issued by **HSBC Bank plc**

Registered Office: 8 Canada Square, London E14 5HQ

Customer Information: PO Box 6201, Coventry CV3 9HW