

# Personal Banking Terms and Conditions and Charges

**Effective from 17 November 2019**

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# You and HSBC: Our agreement

When you open an account with us, you're setting up an agreement between HSBC UK Bank plc and you, the person or persons we've opened one or more accounts for. You'll find the terms of that agreement here.

This agreement covers all our personal banking accounts and services, including foreign currency accounts. It's not for business accounts, or if you're holding money for someone else eg in a trust. Ask us if you need more information about those kinds of accounts or services.

We ask you to read the terms because they're what you're agreeing to. They'll also be useful to help you understand your account. This includes what happens if things go wrong.

For some of our products or services (eg overdrafts and Online Banking), the terms we give you when you request the product or service will also apply.

Sometimes we use specific terms that are standard in the industry. There's a list of these terms at [hsbc.co.uk/got](https://www.hsbc.co.uk/got). If you still need help understanding something, please call us on one of our usual numbers. We'll be glad to help.

## Some useful information

In these terms, you'll find some boxes with the symbol ⓘ. These aren't part of our "agreement" with you but they give you some useful information about your account.

 Useful information for you

## What you can do with your account

There are lots of ways you can use your account:

-  **Mobile Banking**  
By downloading the app
-  **Telephone Banking**
-  **Online Banking**  
At [hsbc.co.uk](https://www.hsbc.co.uk)
-  **At any HSBC UK branch**  
Including using self-service machines.



There are some services available at cash machines and at the Post Office®.

Visit [hsbc.co.uk/ways-to-bank](https://www.hsbc.co.uk/ways-to-bank) to find out more.

You can also make payments within and outside the UK in different ways. This includes setting up Direct Debits and standing orders from your account.

### Current accounts

If you have an HSBC UK current account, we offer a debit card for making payments.

With some current accounts, you can also

- ◆ ask for an arranged overdraft
- ◆ make payments by cheque.

Some of our current accounts also have extra benefits. Some of these may have

separate terms. If we upgrade or transfer you to another account, you may lose benefits (or gain them).

Read all about benefits in the Welcome Brochure for your account, visit [hsbc.co.uk/current-accounts](https://www.hsbc.co.uk/current-accounts) or ask us.

### Savings accounts

With a savings account you can't make payments by debit card, cheque, Direct Debit or standing order. You also can't have an overdraft on your savings account.

You'll find specific conditions for the different kinds of accounts we offer in the section 'More information on our accounts'.

## 1. How we'll keep in touch

### Contacting us

You can contact us by any of the methods shown in the table below.

By telephone	From UK	From anywhere else
Lost or stolen cards and PINs	0800 085 2401	+44 1442 422 929
UK (including HSBC Advance)	03457 404 404	+44 1226 261 010
HSBC Premier (including HSBC Jade)	03457 70 70 70	+44 1226 260 260
Textphone	03457 125 563	+44 207 088 2077
Online Banking	<a href="https://www.hsbc.co.uk">hsbc.co.uk</a>	
Mobile Banking	HSBC Mobile Banking App	
BSL Video Relay Service	<a href="https://www.hsbc.co.uk/accessibility">hsbc.co.uk/accessibility</a>	
By post	At the address at the end of this document	

### Contacting you

We'll use the most recent postal or email address, phone and mobile numbers we have for you. If you use Mobile Banking, we may also use in-app and push notifications. If there's an emergency, we may also try other numbers you've used to contact us in the past. We sometimes record these.

We'll also attempt to contact any emergency contact details you may have given us.

Sometimes we might record and monitor calls to help improve our services or for security reasons.

If you're registered for Online or Mobile Banking, we may also use 'My Messages' and 'My documents' in Online Banking. We'll let you know when we put something new in My documents. This could be by text message, e-mail or through some other electronic message. We won't change or delete things that are already in there.

We'll sometimes need to contact you about your account and your relationship with us. So it's really important that your contact details are correct and up to date. If anything changes, you must tell us as soon as you can but always within 30 days. If you don't, we won't be responsible if you don't get information or notices from us.

### Access to our services for everyone

We usually communicate in English. We also offer some services and help in Welsh. Visit [hsbc.co.uk/help/hsbc-in-wales/](https://www.hsbc.co.uk/help/hsbc-in-wales/) for more details.



You can ask for a copy of these terms on paper, in Braille, in Large Print or in audio format at any time. You can find out all about our BSL Video Relay Service, Text Relay and all our access services on [hsbc.co.uk/accessibility](https://www.hsbc.co.uk/accessibility)

### Useful information for you

To help you access our services, you might find these things helpful:

- ◆ cheque, paying-in slip and plastic card templates
- ◆ hearing loops in branches
- ◆ sign language interpreter, speech to text translation or lipspeaker services available in branch
- ◆ chip and signature cards instead of a chip and PIN card
- ◆ a larger Secure Key for accessing Online Banking, with bigger keys and display, as well as audio instructions and information.

**Just let us know what you need.**

# Your account – who can use it and keeping it secure

In this section, we tell you about who's allowed to use your account. We also explain how we check identity and how we can work together to keep your account secure.

## 2. Checking it's you

When you access your account, we need to check we're dealing with you. We also need to check the request we're following comes from you (or someone acting for you). If we get a cheque, for example, we'll check that the signature on it matches our records.

If you're in a branch, we may ask for photo ID (eg a driver's licence). For everything else, if your security details are used, we'll assume it's you. We'll treat the request as if you had authorised it. That's why you must be very careful to keep your security details private and not let anyone get access to any devices you use to make payments.

We may add other ways of checking your identity in the future.

### What do we mean by 'security details'?

Security details include things like



Passwords, PINs, security codes, and memorable data.



**Biometric data** (such as a fingerprint or voice ID).



The **codes and passwords** you set up with us for Telephone, Online or Mobile Banking.



any information you use with a **payment device**.

### What do we mean by 'payment device'?



This is a device you can make payments with or use to access, or do certain things on, your account (such as a card or e-wallet).

### 3. Keeping your account secure

We'll do all we reasonably can to keep your account secure. You must also help us to do this. This includes keeping your details safe, and keeping us up to date if you notice something doesn't seem right. If you don't, we may block your account to protect you and us from unauthorised use. If you ask, we'll tell you when the block will end.

#### Useful information for you

#### Tips for preventing misuse of your accounts

##### Do:

- ◆ Keep your security details and payment device safe.
- ◆ Safely destroy any security details we send you eg if we send you a letter confirming your PIN.
- ◆ Sign your card when you receive it.
- ◆ Use different security details for different things eg if you have more than one card, have different PINs for each.
- ◆ Take care when using your security details. Make sure no one can hear or see your security details when you use them.
- ◆ Change your security details straight away and tell us as soon as possible if you suspect, or you know, that someone else knows your details.

##### Don't:

- ◆ Allow anyone to use your payment device.
- ◆ Tell anyone (other than a TPP) your security details.
- ◆ Choose security details that can be easily guessed by anyone else.
- ◆ Write down your security details in a way that other people would easily understand.
- ◆ Log in, or stay logged in, to a device that's not in your full control or possession.

**Before you transfer a payment device to someone else (eg if you sell it or give it to someone for repair), delete:**

- ◆ Cards stored on it or in any e-wallets.
- ◆ Any biometric access (such as fingerprint, face or voice ID) including access from any linked device.

**You can find more tips on our website.**

#### Useful information for you

If we call you, we'll never ask for your full security details.

If we think there's something wrong, eg there's actual or suspected fraud on your account or threats to your account security, we'll let you know in the quickest and most secure way. This might be a text or a phone call.

**You must contact us as soon as possible if either of the following things happens.**

- ◆ Someone else tries to access, or has accessed, your account using a cheque or payment device (and whether or not they have your security details).
- ◆ A cheque, payment device or security details have been lost or stolen.

We'll ask for information or other help we need from you. We may also help the police, and ask you to do this too.

You must not use a payment device or cheque after you have reported it lost or stolen or you think someone has used or tried to use it.

You must destroy it and return it to us if we ask you to.

### 4. If you want to use a third-party app or web provider

You may want to use an app or web service that lets you see information about all your online payment accounts, whoever they're with (it could be banks, building societies or credit card issuers), and to make payments from those accounts. We call these companies that provide these apps or sites '**third party providers'** or '**TPPs'**'.

If you want to use a TPP, this agreement between us still applies. When you sign up to use TPP services you need to give the TPP your permission for them to do these activities on your account. You should check the information the TPP gives you carefully to make sure they're authorised. If they're in the UK, they should be authorised by or registered with the Financial Conduct Authority (the FCA). If they're outside the UK but in the EEA it should be regulated by an EEA regulator.

#### Useful information for you

**What's the EEA?** The EEA is all member states of the European Union and Iceland, Liechtenstein and Norway.

If you give your security details to a TPP, we'll assume that it's you who's allowing us to let them see information about your accounts and to initiate payments. **You'll be responsible for any payments made as a result.** But if we're aware that an unauthorised third party is using your security details, we'll block access to your accounts.

If you notice a problem with a payment while using a TPP, please contact us right away.

## 5. Can someone else act for you?

If you're not able to use your account for any reason, another person may be appointed to act for you. This could be because of a physical disability or mental incapacity.

You might also want another person to use your account for you. For example, because you're travelling abroad or you're in the armed forces. In this case, you can put an official arrangement in place with another person.

The most common are third party mandates or a Power of Attorney. The type you need depends on your situation and you'll need to sign a legal document.

### ! Useful information for you

To find more information about what to do, visit [hsbc.co.uk/help/life-events/assisting-someone-with-their-money/](https://www.hsbc.co.uk/help/life-events/assisting-someone-with-their-money/)

When we've had instructions from you, and the right document, we'll allow the chosen person to use your account for you. This agreement will still apply and you'll be responsible for everything they do. This is even if they make you break the agreement.

In some serious cases, eg if we're told you have a mental incapacity, we might limit access to your account until we get legal proof.

We won't follow instructions given under a Power of Attorney if we know that a person's legal authority to act for you has ended.

### We'll remove a third party mandate immediately if:

- ◆ you ask us to;
- ◆ we think the person is misusing your account; or
- ◆ they make you break the agreement or any law or regulation.

## 6. Joint accounts

Any joint account holder can use the account. This includes getting information about the account, asking us to make or stop payments, applying for an arranged overdraft, and closing the account and having the money in it paid to them.

### If we agree to provide an overdraft, you'll each be responsible for repaying it.

If one of you tells us there's a dispute between you, all of you must agree to what is done on the account. But if there's no money in the account and no overdraft, any one of you can ask us to close it.

If all of the account holders agree, we can convert an account from joint names to a sole name. You can also change a sole account to a joint one (unless it has previously been joint). If you do this, the new account holder(s) can see all the account information. This includes from when it was a sole account.

If an account holder dies, we can transfer the account into the name of the other account holder(s). To do this, we need to see proof of death (usually a death certificate).

## 7. If you don't use your account

If you're not using all of your accounts, we may restrict payments in or out to protect against fraud but we'll let you know first. We'll do this after 12 months for current accounts and after two years for savings accounts.



## Giving each other information

### 8. Statements and other information we'll give you

We'll always keep you up to date with what's happening in your account.

You can always get information about payments into or out of your account (and about interest we pay or charge and any other charges) using Online, Mobile and Telephone Banking, from cash machines or in our branches.

We may ask you to choose whether you want us to send a monthly statement. If you don't tell us what you want, we'll send statements each month there's been a payment out of your account since the last statement we gave you. If you tell us you don't want monthly statements, we may still send you statements at a different frequency. We'll explain this if we offer you the choice.

We'll send statements by post or, if you're registered for Online or Mobile Banking, we'll provide statements online or through the app unless you ask for them on paper. We'll also send statements by post if they aren't available online or through the app.

You can ask us for a copy of your statement. We'll also send you a summary of any charges on your accounts every 12 months. If you close your account, we'll send you a closing statement.

You must let us know as soon as possible if you think there are any unusual or incorrect payments on your accounts.

### 9. Your information – when we need it and what we do with it

**You must give us any information we reasonably ask for as soon as possible. If you don't, or we suspect fraudulent or criminal activity of any kind:**

- ◆ we might try to get it from another source
- ◆ we might also block or close your account(s); or
- ◆ you might not be able to use some banking services or keep banking with us.

**We'll use your information as we explain in our Privacy Notice. We'll also give it to others if:**

- ◆ we're required to by law
- ◆ we might need to give it to others to protect ourselves, such as in any court case
- ◆ we have a public duty to. For example, we may have to give it to a tax authority in another country; or
- ◆ you agree.

### 10. About tax

Your tax responsibilities (eg filing tax returns, paying tax and complying with any other tax laws or regulations) depend on things like where you live, where you do business and some other things. It's up to you to make sure you follow tax rules. We can't provide tax or legal advice so do speak to an independent advisor. This also applies to 'connected persons' (eg anyone you send a payment to, who runs your account for you, or is entitled to money in your account(s) etc.).

## Payments

This section is about payments in and out of accounts. Some accounts have different terms which are set out in Part 2 of this agreement. You can find more about charges for payments in Part 3 of this agreement.

All payments and decisions about payments are made on working days. How we manage payments can depend on whether the payment is made within the European Economic Area (EEA) and if it's in an EEA currency.

#### What's a working day?

A working day is usually Monday to Friday (excluding public holidays). Branch opening hours will be the working day for payments at a branch. For payments made by Faster Payments our working day is 24/7.

#### Making payments in a foreign currency or outside the UK

**You can use your account to make and receive payments to and from most other countries and in most major currencies.**

Please ask us if you want to know about a specific currency. There are charges for some transactions outside the UK. Some of these may come from another bank or organisation involved in the transaction. For current exchange rates, get in touch by coming into a branch or through Telephone Banking.

#### Useful information for you

Do you often make or receive payments in a foreign currency? If you do, it may be cheaper for you to open a Currency Account with us. You can do this through our International Banking Centre. Call **0345 607 6706** to find out more.

You'll find the terms and charges for Currency Accounts in Part 2 of this agreement.

## 11. Paying money into your account

There are lots of easy ways to pay into your account. Here's how. We also tell you when you'll be able to use the money and when it will count for working out interest.

### Cash and electronic payments

How you pay the money in	When you can use the money and when it counts for working out interest
<b>Cash</b>	
A branch counter	Straight away
UK Post Office® branches (you can pay in up to £1,000)	Straight away if you use your debit card, otherwise right after we receive it
Self-service machines that accept payments in	Straight away if the machine says it automatically counts your cash, If it doesn't, then the same working day (or the next working day if you pay in after the cut-off time displayed on the machine)
Other banks (if they allow this they may charge). This also applies to HSBC branches in the Channel Islands and Isle of Man	Right after we receive it

If you pay cash in a foreign currency, we'll convert it into pounds sterling first using the HSBC Exchange Rate at the time we receive the cash. The timings above will then apply.

Only the account holder or someone appointed officially to run your account can pay cash over the branch counter or using a self-service machine.

### All other payments (apart from cheques)

In pounds sterling	Straight away
In foreign currency	Right after we've converted it into pounds sterling using the HSBC Exchange Rate (or the HSBC Global Transfer Exchange Rate) at the time we receive the payment

### Cheques

We process all cheques as images. That includes where you pay in a paper cheque at a HSBC UK branch. An imaged cheque is a scanned digital image of a paper cheque. This allows them to be processed electronically which is much faster than just using the paper version.

We have to collect and process payments made by cheque from the paying bank. We've shown how long this takes in the table below. If you pay in a cheque for a large amount, we might need to carry out some further checks so it might take a bit longer for it to be processed.

Imaged cheques paid into HSBC UK branches or received by us for processing:	Working days after the working day that the cheque is paid in	Eg if you pay a cheque in on a Tuesday
You'll start earning interest	1	On Wednesday
You'll be able to use the money	1 (as soon as the payment is shown in your account – this could be any time that day)	After the money appears in your account on Wednesday (this could be at any time that day)
The paying bank can't recall the money and we can't take it out of your account	1	After the money appears in your account on Wednesday

If you're paying a cheque in at a branch, you'll need to do this before the cut-off time for processing. This will be either:

- ♦ 3.30 pm; or
- ♦ when counter service closes,

whichever is earlier. So if a counter closes at 3pm, that will be the cut-off time.

If you pay a cheque in at a UK Post Office® or into an HSBC branch in the Channel Islands or the Isle of Man, these timings will begin when we receive it, normally on the next working day.

If a cheque has been paid into your account but is returned unpaid (eg it bounces), we'll tell you and take the money back out of your account. This may put you into an unarranged overdraft. We may be able to ask for payment again from the paying bank.

#### Useful information for you

If something goes wrong and we have trouble scanning the cheque it might take longer than usual to process. This could happen, for example, where the writing isn't clear on the cheque.

### Foreign currency cheques

**If you want to pay in a foreign currency cheque from a bank outside the UK, Channel Islands or Isle of Man, we'll check whether we can accept it.**

There may be exchange controls that mean we can't. If we can accept it, you'll be responsible for our charges and any charges made by the foreign bank or agent we use. We'll take these charges from the account you want the cheque paid into.

We have to either **collect** or **negotiate** the cheque. If it's in a different currency to the account, we'll convert this to pounds sterling first. If you have a Currency Account, we'll then convert it to the currency of your account. We'll use our standard exchange rate.

#### Negotiate

This means we work on trust and assume the cheque will clear. We'll pay the cheque amount into your account on the working day after we receive the cheque.

#### Collect

This means we'll send the cheque to the paying bank and only pay the money into your account when we receive it. How long this takes depends on the paying bank or its country (you can ask us for details). We may use an agent to collect the payment.

If there's a problem, and the foreign bank returns the cheque or asks for the money back, we'll need to take enough money out of your account to cover the payment in the foreign currency. So, if the exchange rate has changed, it's not likely to be the same as the amount we paid in. We'll do this even if you have already spent the money or if it will put you into an unarranged overdraft.

## 12. Payments into your account by mistake or fraud

What we have to do in these situations depends on what's happened and how the payment was made.

#### In general:

- ◆ if we pay any money into your account by mistake or because of a system error, we'll take it back;
- ◆ if we suspect any payment into your account was made by fraud, we can remove it without asking you; and
- ◆ if you don't have enough money in your account or under an arranged overdraft when we return a payment for any reason, this will put your account into an unarranged overdraft.

If we're told that a payment from within the EEA wasn't meant for you, we'll let you know. This may happen if, for example, the person who made the payment used the wrong account number.

If you tell us it wasn't a mistake we won't return it. However, we're required by law to share all the information about it with the bank the payment came from, if they ask us to. This will include your name and address and the payment information. This is so that the person who made the payment can contact you directly.

### Receiving money electronically from within the UK (other than by CHAPS)

How long has it been in your account?	What will we do?
Two months or less	We'll limit access to the money for 15 working days. We'll tell you we've done this. This is to give you time to show us it was meant for you before we return it to the paying bank.
More than two months	We'll contact you before limiting access to the money or returning it to the paying bank.

#### For any other payments (including CHAPS)

We won't take the money out of your account or return it to the paying bank unless you agree.

## 13. Refusing payments

We can refuse to accept a payment into your account if we're acting reasonably.

For example, if we reasonably believe that:

- ◆ accepting it might cause us to breach a legal requirement or expose us to action from any government, regulator or law enforcement agency; or
- ◆ there is fraudulent or criminal activity on the account.

## 14. Why we might not be able to make a payment

We'll make your payment if we can, but there are some reasons we may not be able to.

For example:

- ◆ there isn't enough money in your account (including your overdraft amount);
- ◆ we can't confirm the identity of the person you're paying;
- ◆ you haven't given us the account or reference details;
- ◆ we know the details you gave us are incorrect;
- ◆ you've asked us to send the payment in a certain way (eg by Faster Payments) and the other person's bank doesn't accept them;
- ◆ you haven't given us any extra information about the payment that we've reasonably asked for;
- ◆ the payment is over a limit that we tell you when you try to make it;
- ◆ we reasonably believe:
  - there's been a breach of security or misuse of your account, security details or a payment device;
  - there's been fraudulent or criminal activity of any kind. It doesn't matter whether it's linked to your account or your relationship with us and it's reasonable for us not to make the payment;
  - the payment would cause us to break the law. Or to do it would go against a regulation or code we follow, a court order or other duty, a requirement or obligation;
  - the payment could mean we face action or censure from any government, regulator or law enforcement agency; or
  - someone else may have a claim over the money.

In this section, 'we' and 'us' includes first direct and any HSBC Group Company worldwide.

When we get a request for a payment or a cheque to be paid out of your account on a specific day, we check that you have enough money to pay it. This check includes any arranged overdraft, but not automatic transfers into your account.

 For cheques, we check first thing on the day it's due to be paid. We check again at 1.30pm.

 For other types of payment, we check first thing and again at 3.30pm that day.

If there's not enough money for any payments to be made including your overdraft amount, we may not make them.

If you have several payments and not enough money to make all of them, we will try to make some of them. We may not be able to make others.

#### How you'll know if there's been a problem

If there's any problem with payments you make through Online, Mobile and Telephone Banking or by debit card and contactless payments, CHAPS, Paym and Pay by Bank app and any immediate payment, you'll be able to see straight away that the payment has failed.

If there's a problem with a cheque or other payment, we'll try to tell you as soon as possible.

You can always call us right away to find out why we've refused a payment. We'll tell you unless we can't for legal or security reasons or to stop fraud. If we can, we'll tell you what you need to do to put it right. You can also get information on the payment through Online, Mobile and Telephone Banking.



## 15. Blocking your payments and services

We can block any payment device (and your access to related services such as Telephone, Mobile and Online Banking) if we reasonably believe it's necessary because:

- ♦ of a significantly increased risk that you won't be able to repay any money you owe us;
- ♦ we suspect fraud or criminal use of the payment device; or
- ♦ of security concerns we have (eg if we know or suspect your security details and/or the payment device have been misused).

If we do this, we'll usually let you know why straight after, unless we're prevented by law or any regulation or for security reasons. We'll unblock the payment device as soon as the reason for blocking it ends.

## 16. How you can make payments from your account

 **Cash withdrawals**  
You can make cash withdrawals at any of our branches or at Post Office® branches, or by using a cash machine.

There may be limits to the amount you can take out. We'll tell you what these are when we send you your debit card.

#### Useful information for you

If you withdraw cash outside the UK, cash machine providers outside the HSBC Group may charge you to use their cash machines.

 **Debit card payments**  
If you use your debit card for a cash withdrawal or payment, the money will come out of your account after we receive confirmed details from the card scheme. This may happen on a working or a non-working day.

**What do we mean by card scheme?**  
This means card network operators such as Visa or MasterCard.

If you use your debit card for a transaction eg a cash withdrawal or a payment in a foreign currency, the card scheme will convert it into pounds sterling on the day they process it using their exchange rate. You can check the exchange rate by visiting the card scheme's website.

If your personal circumstances change, we may replace any debit card we've sent you with a different type.

#### **Faster Payments online (some accounts only)**

With some of our accounts, you can send money within the UK on any day using Faster Payments online. If you're not sure whether your account is one that lets you make Faster Payments online, please check with us.

 **CHAPS payments**  
CHAPS is a same-day electronic transfer for payments within the UK, often used for large amounts (such as if you're buying a house).

 **Standing orders and Direct Debits**  
You can set up a regular payment from your account, eg by standing order. You can also arrange to make a payment on a chosen date online, by phone or at a branch.

You can also set up Direct Debit payments.

 **Paying by cheque (some accounts only)**  
To make a cheque payment, write the name of the person you're paying, the amount in numbers and words, and the date. Don't forget to sign it.

If you want to cancel a cheque you must tell us the same details and the cheque number. For imaged cheques, you'll need to do this before the imaging process begins. We can't cancel it after it's been imaged.

We usually make the payment when we get the cheque. We do this even if it's dated in the future. Putting a later date on a cheque won't make the money come out of your account any later.

If we get a cheque more than 6 months after it was written, we may pay it, but we don't have to.

#### Useful information for you

#### A few tips to keep cheques secure:

- 1 Write clearly in blue or black ink. Try to write so that the cheque can still be read, but there's no room to add anything in any gaps.
- 2 If you're paying a bill, you may need to add a reference number to make sure the payment goes to the right place.
- 3 Draw lines through any blank space on the 'pay' line.



#### Paym

Download the Paym app to your smartphone. You can make payments using just the mobile number of the person you're paying.

#### Useful information for you

#### Getting payments right – some tips

- ◆ Make sure there's enough money in your account (including any arranged overdraft).
- ◆ Make sure the payment details (such as sort code and the account number of the person you're paying, and amount) are correct.
- ◆ Be careful to give us the correct name of the person you're paying. In future, we'll need to check it before we can make the payment

#### The information we need from you

To send money from your account, we usually need the sort code, account number (or the equivalent details for payments outside the UK), the full name of the person you're sending money to, or where available, a number that is linked to these, such as a mobile phone number. We might also need some other information.

You need to make sure you give us the right details, as we'll make the payment using only the information you give us. It's up to you to check the details are correct.

#### Cut-off times

The 'cut-off time' is the latest time on any day that we can do things you ask us to, or add a payment to an account.

We only make certain payments on a working day so if you ask us to make a payment after the cut-off, the timings will start from the next working day.

The table below shows:

- ◆ the cut-off time for you asking us to make payments; and
- ◆ how long payments take to reach the bank of the person you're paying after we've received your request.

Sending money	Cut-off time	When the money will reach the bank of the person you're paying
<b>Sending money within the UK in pounds sterling</b>		
Between accounts at HSBC UK, first direct and some M&S Bank accounts	11.45pm	Straight away
To accounts at other banks	11.45pm (Faster Payment)	Straight away
	4.45pm (CHAPS)	Same working day
<b>Sending money in foreign currencies or outside the UK in pounds sterling</b>		
To accounts in the EEA in euro and pounds sterling	3.30pm	Next working day
All other payments	6 pm for US Dollars For other foreign currencies, please check. We can't make payments in some currencies.	Usually up to four working days (but may take longer depending on the country the money is being sent to)

If you ask us to send money by CHAPS on a future date, we'll send it on that date. But if it's a non-working day, we'll make it on the next working day.

If you want to make a regular payment (such as a standing order) you must set it up with us at least two working days before the date you want to make it.

Although most payments will reach the person you're paying within the times set out in the table above, sometimes it may take longer to allow us to complete our checks.

Money sent to an account in the EEA should normally arrive the working day after we send it. If it doesn't, you can ask us to contact the receiving bank. We'll ask them to treat the payment as if it had been made on time.

### Sending money electronically in a foreign currency

You can send money electronically in most major currencies – but not all. Please check with us.

#### Useful information for you

If you're an HSBC Jade, HSBC Premier or HSBC Advance customer, you can use Global Transfers to send and receive money to and from your HSBC linked accounts outside the UK. You can also arrange for payments to be made on a future date.

With Global Transfers, you can send money to over 25 countries up to a limit of US\$200,000 (or foreign currency equivalent). But some countries may have local limit restrictions. You can check these limits using Online Banking.

If you want to send money in a currency different to your account, you can ask us to convert the amount into the other currency.

We'll tell you the HSBC Exchange Rate (or the HSBC Global Transfers Exchange Rate) we'll use. If we then go ahead with the payment immediately, the rate we've told you will be the rate you get. Otherwise, we'll use the HSBC Exchange Rate (or the HSBC Global Transfers Exchange Rate) that applies when the payment is made.

Payments made using Global Transfers are usually sent immediately, except where we are unable to convert your transfer into the currency of the account you're paying before we send it. If that happens, then the transfer may take up to one working day.

If the payment is returned to us or we can't make it for any reason, we'll reverse it using the exchange rate at that time. The exchange rate might have changed. So the amount we pay back may be more or less than we originally took from your account.

If we can't convert the money before we send it, or you don't want us to, the HSBC Group Company we use to send it will convert it using its exchange rate. It will usually reach the receiving bank within five working days. We'll give you an indicative exchange rate when you instruct us to make the payment.

## 17. Cancelling or changing payments (other than cheques)

We can't cancel any **immediate payments** such as debit card, online transfers, or Telephone Banking payments. You'll need to contact the person you've paid if you want your money back.

Other payments can be cancelled if you contact us by the deadline shown below on or before the working day before the payment is due to be made.

Payment type	Deadline
 Internal transfers, standing orders, Direct Debits, regular card payments and other payments within or outside the UK	 <b>11.45 pm</b> by Online Banking End of the working day by Telephone Banking or in a branch
 CHAPS	 <b>3.30 pm</b> in branch or by telephone
 Global Transfers	 <b>23.59 pm</b> by Online Banking

If you cancel a Direct Debit or regular card payment, you should also tell the organisation or retailer that collects the payment so they can cancel or change it (and any future payments) as well. If payments you've cancelled are still collected (eg by the retailer), we'll treat the payment as unauthorised and give you an immediate refund.

If you haven't used a Direct Debit or standing order that you've set up for 13 months, we'll cancel it.



## 18. If a payment goes wrong, or money goes missing from your account

This section is about four main things.

### Incorrect payments

These are payments that haven't been sent to the person or account that you asked us to make the payment to because of a bank error.

### Unauthorised payments

These are payments made without your (or your representative's) permission.

### Mistaken payments

These are payments that haven't been sent to the right person or account because you gave us the wrong details

**If you're tricked** into sending money to a fraudster: This is when you intended to send money to a specific person, but you were tricked into sending it to someone else. Or you could have sent money for what you thought was a genuine purpose, but which was fraudulent.

We also talk about what happens if you've been **grossly negligent**: This is when you've been extremely careless.

If you give someone your payment device or security details and they use them to make a payment, we may treat the payment as if you'd authorised it depending on what happened. This is why you mustn't tell anyone your security details or allow anyone access to your payment device.

### Things to consider about refunds

#### Question

What should you do if you

- ◆ notice an incorrect, mistaken or unauthorised payment or
- ◆ think you've been tricked into sending money to a fraudster?



#### Answer

You must call us as soon as you can.

What will we do when you tell us about an incorrect payment or unauthorised payment?



We'll normally refund the money before the end of the next working day after you tell us. We'll do it sooner if we can.

#### Question

What will we do when you tell us you've been tricked into sending money to a fraudster?



#### Answer

We'll look into this and follow industry guidelines. We'll let you know whether you're entitled to a full or partial refund, usually within 15 business days after the day you told us. It may take longer in exceptional circumstances. If you're entitled to a refund, we'll give you this without delay.

Will we always make a refund?



No. We won't make a refund:

- ◆ for an incorrect payment, if we can prove that the bank of the person you paid received the payment;
- ◆ for an unauthorised payment, if we know you've been grossly negligent or we reasonably suspect fraud on your part;
- ◆ for an incorrect or unauthorised payment if you don't tell us within 13 months after it was made. (This doesn't apply to unauthorised payments made using an overdraft);
- ◆ if we believe it's clear you should've known you were sending money to a fraudster. We'll always consider all the circumstances before we make our decision.

Can we take back a refund we've made?



Yes. We can take back refunds (after giving you reasonable notice) in these cases:

For incorrect payments - we can show that the payment was received by the other person's bank.

For unauthorised payments - we can prove that:

- ◆ you acted fraudulently; or
- ◆ it was made because you intentionally or with gross negligence failed to keep your payment device safe (eg you knowingly gave your debit card and PIN number to someone else).

Unauthorised payments	
Question	Answer
What happens if we can prove you acted fraudulently?	→ You're responsible for all payments from your account.
What happens if we can prove you've been grossly negligent?	→ You're responsible for all payments from your account until you've told us that your payment device or security details have been lost, stolen or that you suspect someone has used them without your permission.
What happens if you made the payment remotely, eg by telephone or online?	→ We're responsible for any unauthorised purchase of goods or services (other than financial services) made online, unless you've acted fraudulently.
Are there any other cases where we're responsible for unauthorised payments or fraud on your account?	→ Unless you've acted fraudulently, we're responsible for making a refund if any of the following things happen: <ul style="list-style-type: none"> <li>◆ someone else uses your debit card before you receive it;</li> <li>◆ after you've told us that your debit card or security details have been lost or stolen;</li> <li>◆ if we haven't provided a number for you to tell us that your debit card or security details have been lost or stolen; or</li> <li>◆ if we haven't checked that it was you who authorised the payment in the way we're legally required to.</li> </ul>

Incorrect payments and mistaken payments	
Question	Answer
What happens if: <ul style="list-style-type: none"> <li>◆ you tell us about an incorrect payment more than 13 months after it was made; or</li> <li>◆ there's been a mistaken payment?</li> </ul>	→ We can contact the bank that's received your payment, usually within two working days, to try to get the money back. This might take longer for payments sent outside the UK. You just need to ask us to do this. We may charge our reasonable costs for doing it, but we'll tell you the maximum amount you'll pay first. <p>If the payment was to another bank in the EEA and we can't recover your money, you can try to get the money back yourself. If you need to do this, you can ask us in writing to help you by giving you all the information we've been given by the bank that received the payment.</p>

## 19. Refunds

### For some debit card payments

We may be able to refund a debit card payment if you didn't agree the actual amount and it was higher than you reasonably thought it would be.

You need ask us for a refund within eight weeks of the payment being charged to your account.

We may ask for more information we reasonably need when we look into it.



We may need to look into whether you could have known what the true amount was.

To do this, we take into account how you normally spend and the facts surrounding your purchase. You aren't entitled to a refund if you agreed the payment directly with us. And you aren't entitled if we or the seller made information available to you about the amount at least four weeks before you paid.

Whether we are making a refund or not, we'll let you know what's happening and why. We'll do this within 10 working days either of your claim date or the date we get information we've asked for.

### For Direct Debit payments

Direct Debits are a type of payment covered by the Direct Debit Scheme. It has its own rules for refunds. You can find out what to do if something goes wrong with a Direct Debit at [www.directdebit.co.uk](http://www.directdebit.co.uk)

### For payments you make using Pay by Bank app

If you want a refund or return for something you bought with Pay by Bank app, contact the seller. If they don't deal with the problem, get in touch with us within 90 days of the actual or expected delivery date. We'll see what we can do to help you.

### How much will we refund and can we reverse a refund?

If we give a refund, we'll refund the money with any interest we charged, or pay any interest that we should have paid. This will put you back in the position you would have been in if the payment hadn't been made.

If we give a refund but later find you weren't entitled to it, we'll reverse it. This will put you back in the position you would have been in without the refund.

# About overdrafts

## 20. Overdrafts

An overdraft can help you through expensive months and give you more flexibility. It can help you cover life's unexpected costs.

### ! Useful information for you

If you are struggling to run your account in credit and find you're often relying on your overdraft, talk to us. We'll help you to see if there are better ways to manage your finances. Overdrafts are just one option, and something else may work out cheaper.

We may agree an arranged overdraft on your current account if we think you can afford it. Overdrafts are meant to be for short-term borrowing. You must make payments at least monthly to reduce what you owe. All overdrafts are repayable 'on demand'. This means that we can ask you pay the money back immediately. Usually, though, we'll give you advance notice.

When you open your account, we'll tell you the interest rate that we'll charge on any overdraft.

### Types of overdraft

An **arranged overdraft** is one we agree with you in advance. It allows you to borrow from us before making any payments that take your account overdrawn. We'll confirm your overdraft limit in writing. There's no fixed period but we'll review it regularly.

An **unarranged overdraft** is for emergencies. Without you asking in advance (and sometimes on top of any arranged overdraft), we let you borrow money for something specific. This includes where we let you borrow for a particular payment or charge, or have to return a payment that was paid into your account. You must get your account back in credit, or within any arranged overdraft limit, as soon as possible but always within 31 days if we've allowed it for a particular payment.

### Interest free overdraft amounts

On some of our accounts we offer interest free overdraft amounts. This means we'll only charge interest on the amount you borrow over this amount.

### Helping you manage your finances

We'll keep an eye on your account and how you're using your overdraft for signs you might be struggling to make payments. If we think you are, we'll get in touch to explain the different ways you can get help, including how we can help you.

We'll also send you a text message when you go into your arranged or unarranged overdraft (including any interest free overdraft amount on your account). We'll also text you if you don't have enough money to make a payment. We'll do this as long as we have a correct UK mobile number for you.

If you don't want us to send these text messages, please let us know and we'll stop. You can also tell us if you want some of these messages but not others.

### ! Useful information for you

#### Problems with money?

If you have money worries, we'll do what we can to help. Just visit [hsbc.co.uk/help/money-worries](https://www.hsbc.co.uk/help/money-worries) or call us on our usual number.

# Our relationship with you

## 21. Set-off

If you owe us money that's due for payment, we may take this money from any account you hold to reduce the amount you owe us. This is called our 'right of set-off'. We'll do this if we think it's reasonable and we'll normally warn you in writing before we use our right of set-off.

We'll always consider your circumstances and especially whether you'll still have enough money to meet essential living expenses. We also need to follow any regulatory requirements.

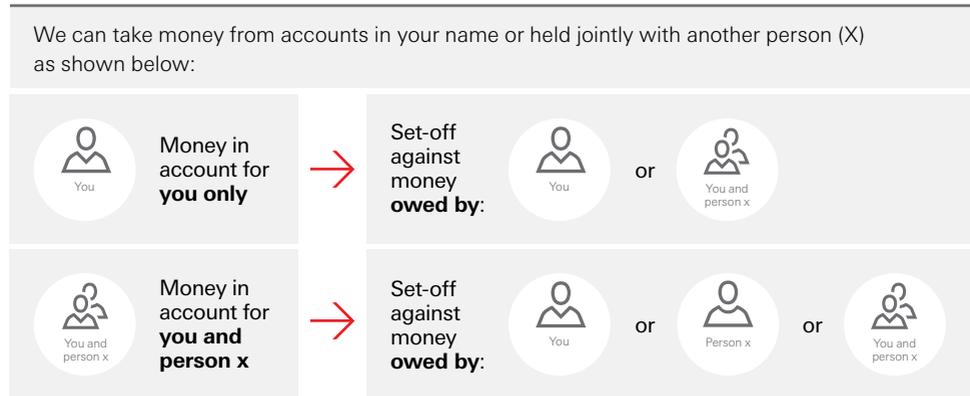
We can take money from your accounts unless we're prevented by the court or by law. We can use money from an account even if there's a court decision against you or you're fined. This includes interest that you may get after the date of the final decision or fine.

If you have money in a foreign currency, we may convert it to pounds sterling using the HSBC Exchange Rate.

Sometimes we're given legal instructions or notices to hold money for someone else, or to pay it to someone else. If this happens, we won't take money we've been told to hold for someone else.

'we' and 'us', for these purposes, includes first direct and any HSBC Group Company worldwide.

Amounts owed to us and due for payment include, eg amounts owed under a loan, credit card, mortgage or overdraft.



## 22. Changes we can make

This agreement doesn't have an agreed end date. As it may last for a long time, we're likely to need to make changes to it as we develop our services, our business changes and things happen that we don't control. We'll only make changes for these reasons if it's reasonable for us to pass the impact of that change on to you.

As we can't predict precisely why we might need to make changes to this agreement, we may also make changes for reasons that aren't covered here.

### All changes

(including changes to benefits that apply to some accounts but excluding changes to exchange rates and interest rates linked to the base rate)

Changes we don't control	Terms we can change		
	Interest rates	Charges	Other items
We'll respond proportionately to:			
<ul style="list-style-type: none"> <li>changes in general law or regulations</li> <li>decisions or recommendations we have to follow such as those made by a court, regulator or Financial Ombudsman Service</li> <li>new industry guidance and codes of practice</li> </ul>	✓	✓	✓
<ul style="list-style-type: none"> <li>changes in the Bank of England base rate, other market rates and indices or tax rates</li> </ul>	✓	✗	✗
<ul style="list-style-type: none"> <li>cover changes in the costs of providing the account</li> </ul>	✓	✓	✗

Changes to our business	Terms we can change		
	Interest rates	Charges	Other items
We'll make reasonable changes to:			
<ul style="list-style-type: none"> <li>the way we manage the account because of new technology</li> <li>our systems, services or facilities</li> </ul>	✓	✓	✓
<b>Changes for other reasons</b>			
There may be changes that need to happen for other reasons that we haven't mentioned in this table. We'll make those if it's reasonable or valid for us to do this	✓	✓	✗
<b>Other changes</b>			
Sometimes we'll make changes without giving you a reason. If we do this, we'll always explain the effect of these. You'll always be able to close your account or service free of charge before the changes happen	✓	✓	✓

## Telling you about these changes

Change	Notice we give you before we make the change		Notice we give you after we make the change
	At least two months	At least 30 days	
<ul style="list-style-type: none"> <li>◆ Increasing interest rates we pay you</li> <li>◆ Reducing the overdraft charges or interest rates you pay us</li> <li>◆ Changes to your advantage relating to account benefits, cheques or overdrafts</li> </ul>	x	x	✓
<ul style="list-style-type: none"> <li>◆ Increasing interest rates you pay us</li> <li>◆ Increasing overdraft charges</li> <li>◆ Changes that aren't to your advantage relating to account benefits, cheques or overdrafts</li> </ul>	x	✓	x
<ul style="list-style-type: none"> <li>◆ Reducing interest rates we pay you*</li> <li>◆ Changing any other charges</li> <li>◆ All other changes</li> </ul>	✓	x	x

\*If we reduce the interest rate we pay on an account we may not give notice if there's less than £100 in the account.

\*\*Notice within three working days will be given online, in a newspaper or in branch. Personal notice will be given within 30 days.

### ! Useful information for you

Different notice periods may apply to some of the accounts. You can find more information on this in Part 2 of our Agreement.

## Your rights when we tell you about a change

You're protected from any change we make to your disadvantage because we'll give you advance notice. This will give you the chance to end our agreement, or switch your account to another account we offer, or to another bank.

If we give advance notice that we're going to make a change, you have until the change is made or 60 days (if that's longer) to let us know you want to close your account. If we don't hear from you, we'll assume you've accepted the change. We'll go on and make the change at the end of the notice time.

If you don't want to accept a change, you can close your account without charge.

## 23. Changes we can make without telling you in advance

### Reference interest rates

Some accounts have interest rates based on 'reference rates' (eg the Bank of England base rate). Changes to the reference rate are out of our control. If we make changes to interest rates as a result, we'll make the change within a day. This will be shown on your statement.

### Reference exchange rates

The HSBC Exchange Rate and the HSBC Global Transfers Exchange Rate are based on the foreign currency market for each currency we offer. You can get details of these rates by contacting us.

We can change these straight away. We don't give any notice before we change them.

## 24. How you can close your account or end this agreement

If you want to close your account(s) with HSBC, all you need to do is tell us.

You can do this:

- ◆ within the cooling off period (which is 14 days from the day after we've confirmed we've opened your account) if you opened your account by telephone or online; or
- ◆ at any time, by telling us in branch, by telephone or online. We'll close it without charge.

If you close your account, any online accounts will close. Make sure you have downloaded the information you need from Online Banking and My Documents before you go.

If your relationship with us ends, you can ask us for copies of everything we put in My documents for the previous six years.

You'll have to pay charges for using the account (such as payment charges). We'll close the account and send you the amount in it (and any interest) when everything you owe us has been paid. Any account benefits will end.

### ! Useful information for you

## Switching to another bank

If you give us the details we need, we'll transfer the money in your account to your new account. We'll deduct any amounts you owe us before we do this. We'll give you the information we have about payments set up on your account so you can transfer them. We won't charge you for this.

## 25. How we can end this agreement and close accounts

We can end the agreement and close your accounts straight away and not give you any notice if:

### You:

- ◆ have seriously or persistently broken this agreement;
- ◆ acted abusively, offensively or violently towards staff;
- ◆ weren't entitled, or aren't entitled any longer, to open or have your account or the service;
- ◆ haven't given us with information that we've asked for about your tax situation; or
- ◆ have given us false information; or

### it's reasonable for us to believe, that:

- ◆ you are accessing or using an account, service or money illegally or fraudulently (or have done this in the past);
- ◆ you are allowing someone else to do this;
- ◆ you're using the account in a way not covered by our agreement;
- ◆ you're involved, in any criminal activity. It doesn't matter whether or not this is linked to banking with us;
- ◆ you've placed us in a position where we might break a law, regulation, code, court order or other duty, requirement or obligation;

- ◆ you've exposed us, or another HSBC Group company, to action or censure from any government, regulator or law enforcement agency; or
- ◆ there's been a breach of security or misuse of your account, security details or a payment device.

### We can also end the agreement and close your accounts by giving you at least two months' notice (unless your account is a Fixed Rate Saver). If you have a Basic Bank Account in the UK, we can only do this if

- ◆ there haven't been any transactions on your account for more than 24 months;
- ◆ you're no longer legally resident in the European Union; or
- ◆ you have access to another payment account with basic features.

For a Basic Bank Account, we'll tell you why we're ending the agreement, unless it would be unlawful for us to do so.

## 26. Paying what you owe before closing or switching the account

Before an account is closed, we'll take any:

- ◆ money owed to us or committed to payments; and
- ◆ interest and charges that haven't yet been charged to the account.

We'll then pay what is left to you, including any interest. If you're using the Current Account Switch Service, we'll pay it to your new account with another provider.

If you have a Currency Account, we'll convert the money into pounds sterling using the HSBC Exchange Rate at the time before we return it to you.

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

## 27. How we can transfer accounts

### If:

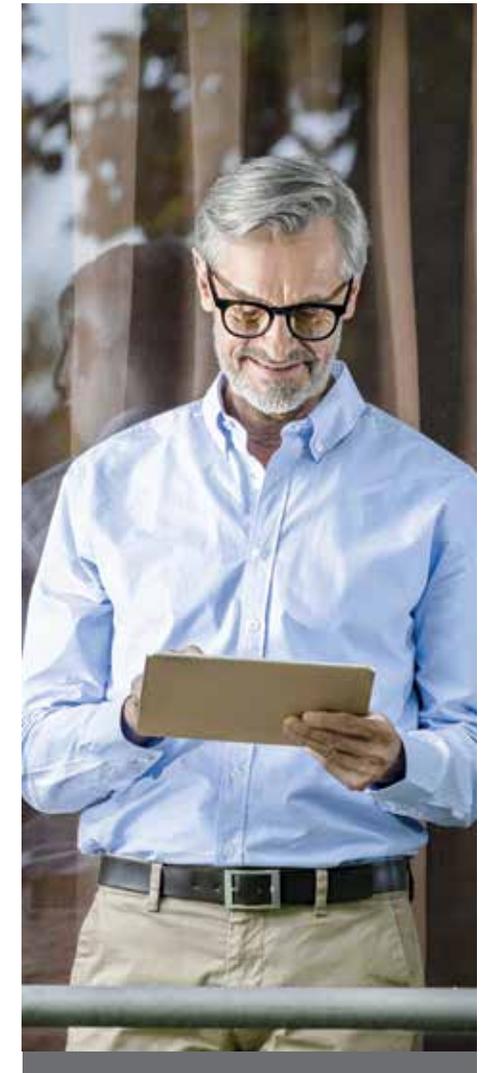
- ◆ you no longer meet the conditions for an account (an example might be if you have a student account and leave university); or
- ◆ we're withdrawing a type of account,

We'll give you at least two months' notice that we're switching you to a different account we think is appropriate for you.

If there are benefits with your account, these might end if we transfer (or upgrade) you to another account.

If you tell us that you don't want this, we'll close your account(s) straight away and pay any money in the account to you. If there's a charge for the new account, you can close it within 60 days with no charge.

If we're upgrading your account, we'll usually give you 30 days' notice. Your account number will stay the same. You can always tell us if you'd prefer not to upgrade.



## 28. Transferring this agreement

We can transfer all of our rights and obligations under this agreement and in relation to your account to someone else. This would usually happen in an extreme situation, such as the bank changing hands. We'd only transfer obligations to someone we reasonably think could carry them out as well as we can. That person or organisation has to be 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.

You can't transfer any of your rights and obligations in relation to the agreement, your account, or your account itself, to any other person.

## 29. When we aren't responsible for things that go wrong

If something goes wrong, please let us know straight away. We'll try to help if we can.

We'll do all we can to carry out our side of the agreement. But there may be times that we can't. We're not responsible for any losses you may have if we aren't able to perform our obligations under the agreement because of:

- ◆ legal or regulatory reasons
- ◆ circumstances we couldn't predict or that aren't normal, that are outside our (or our agents' and/or subcontractors') control and that we couldn't have avoided even where we used all of our efforts to, for example industrial action or mechanical failure.

## 30. Which country's courts and laws apply?

The country's courts apply where you live or where your account is held e.g. Scotland, England or Wales. The diagram below explains what country's laws apply to this agreement and our dealings before you opened your account.



## Information to help manage your account

### Your information and how we look after it

**Make sure you read our Privacy Notice.**

We take your privacy seriously. When you open an account with us, we send you our Privacy Notice.

This explains how we:

- ◆ collect
- ◆ use
- ◆ disclose
- ◆ transfer; and
- ◆ store your information.

It also sets out your rights to your information and when we might need to share it with others. We'll always tell you if we make any changes to the Privacy Notice. You can find the Privacy Notice at [hsbc.co.uk/privacy](https://www.hsbc.co.uk/privacy) or ask for a copy in one of our branches or by calling us.

### Using your information for payment services

When you open an account with us, you agree to these account terms. So that we can provide payment services to you, you agree that we can access, process, and keep information you give to us. It won't affect any rights and duties

either of us have under data protection laws. You can withdraw your consent by closing your account. If you do this, we'll stop using your information for this purpose, but may continue to process it for other purposes.

### If you have a complaint

If you have a complaint, we'll do everything we can to sort out the problem. Please contact us using the details in the 'Contact us' section of this booklet. Within five working days, we'll let you know in writing we've received your complaint. We'll then keep you up to date about our progress until we've finished looking into your complaint.

If you still aren't happy, you may be entitled to refer your complaint to the ombudsman service. Here are the details to use for the UK:

✉ The Financial Ombudsman Service  
Exchange Tower, London E14 9SR

☎ **0800 023 4567** or **0300 123 9123**

📧 **complaint.info@financial-ombudsman.org.uk**

💬 **financial-ombudsman.org.uk**

If you opened your account in the UK online, you can complain online to the Ombudsman Service from [ec.europa.eu/consumers/odr/](https://ec.europa.eu/consumers/odr/)

## How your money is protected

Your HSBC Bank or Savings Account 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 UK Bank plc and so if you hold deposits with us and first direct you'll 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 contact us, visit the FSCS website [www.fscs.org.uk](http://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.

## Switching you to another bank

If you give us the details we need, we'll transfer the money in your account to your new account in the UK. We'll deduct any amounts you owe us before we do this. We'll give you the information we have about payments set up on your account so you can transfer them.

We won't charge you for this.

## Unclaimed assets scheme

We take part in the Unclaimed Assets Scheme. If there has been no activity from you on your account for at least 15 years, we may transfer any money in your account to the unclaimed assets scheme at Reclaim Fund Limited. This includes accounts that we've closed but we haven't been able to repay your money to you. We'll tell you at least 30 days before we transfer the money. If we haven't already, 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. If we transfer the money in this way, it doesn't affect any protection you have under the Financial Services Compensation Scheme.

Further information to help you find lost accounts can be found at [www.mylostaccount.org.uk](http://www.mylostaccount.org.uk)

## Authorisation details

HSBC UK Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 765112. You can check these details by visiting the Financial Conduct Authority's website [www.fca.org.uk](http://www.fca.org.uk) or contacting them on **0800 111 6768**.

HSBC UK Bank plc is a company incorporated under the laws of England and Wales with company registration number 09928412 and its registered office at 1 Centenary Square, Birmingham, B1 1HQ. HSBC UK Bank plc's registered VAT Number is GB 365684514.

# Additional product terms



In this section, we set out the extra terms that come with particular accounts – both current and savings accounts.

### Benefits

You can find out more about any benefits that come with your account:

- ◆ in the Welcome Brochure we give you when you open your account;
- ◆ on our website [hsbc.co.uk/current-accounts](http://hsbc.co.uk/current-accounts); or
- ◆ by asking us.

### Eligibility

For some of our accounts you'll have to meet our credit scoring requirements and affordability checks.

### Useful information for you

Our Guide to Credit Scoring explains why we use credit scoring and what it is. You can find this in the 'Our information' section at [hsbc.co.uk/legal](http://hsbc.co.uk/legal)

## Current accounts

### Amanah Bank Account (no longer on sale)

**Account features:** There's no arranged overdraft or cheque book on this account.

### Appointee Bank Account

**Account conditions:** To operate this account, you must be appointed by the Department for Work and Pensions to help a person who has a mental incapacity or is severely physically disabled.

You must carry out the duties and obligations you owe to that person carefully. If you don't, you'll be responsible for any cost to us as a result.

**Account features:** There's no arranged overdraft or cheque book on this account.

### Bank Account Pay Monthly

**Account features:** We'll give you an interest free overdraft amount of £50 – we sometimes call this your 'buffer'. We expect you to repay any overdraft within the buffer in full within 31 days. We can also ask you to repay it at any time.

**Overdraft limit alerts:** We'll send an alert by text message to the UK mobile telephone number we hold for you to help you manage your overdraft. You'll get a text the day after your arranged overdraft reaches 60%, 80% and 95% of your arranged overdraft limit (excluding the buffer). The text will tell you the arranged overdraft amount and the limit at the end of the previous day.

You can ask us to stop sending you alerts at any time (except alerts we have to send by law). If you have a joint account, we'll send alerts to all account holders if we have a UK mobile number for them. We only send each alert once – we won't resend them.

### Basic Bank Account

**Account features:** There's no arranged overdraft or cheque book on this account.

ⓘ With a Basic Bank Account, we take reasonable steps to stop your account going into unarranged overdraft. Sometimes this might happen, but if it does we won't charge you any interest or charges.

### Executor Bank Account

**Account conditions:** You can only use this account for overseeing the estate of someone who has died.

**Joint accounts:** If you have an Executor Bank Account in the name of more than one executor, any of you will be able to operate the account. This includes having access to Online and Telephone Banking.

### Graduate Bank Account

**Account conditions:** You must have graduated within the past two years.

**Term:** The Graduate Bank Account is fixed for a term of two years, meaning you can't hold one for longer.

**Joint accounts:** There isn't a joint version of this account.

### MyMoney and HSBC Premier Family (HSBC Premier MySavings, HSBC Premier MyAccount, HSBC Premier Family Savings Account, MySavings and MyAccount)

Account type	Age	Minimum opening amount
<b>Premier MySavings or MySavings</b> When you: <ul style="list-style-type: none"> <li>♦ Turn 11, we'll open a Premier MyAccount or MyAccount (unless your parent or guardian asks us not to).</li> <li>♦ Turn 18, we'll convert your Premier MySavings account to our Premier Family Savings account. Or, if you have a MySavings account, we'll convert it to a Flexible Saver account.</li> </ul>	7-17	£10
<b>Premier MyAccount or MyAccount</b> When you turn 18, we'll convert your account to a Bank Account, or the equivalent alternative account. If you meet the conditions for the Student Bank Account, we'll open one of these instead. (You'll have to complete a new application for this.)	11-17	£1
<b>Premier Family Savings Account</b> When you turn 26, we'll convert your account to a Flexible Saver Account (or the equivalent alternative account).	18-25	£1

**Account conditions:** If you have a Premier Family account, your parent, legal guardian or grandparent must also be an HSBC Premier or HSBC Jade customer. If they no longer have one of those accounts, we'll convert your account to another account. Here's what we'd move you to:

- ♦ A Premier MyAccount would change to a MyAccount.
- ♦ A Premier MySavings would change to a MySavings account.
- ♦ A Premier Family Savings account would change to a Flexible Saver Account (or the equivalent alternative account).

When you open a Premier MySavings account or Premier MyAccount, you must sign a document called a third-party mandate giving your parent/legal guardian certain rights. If you want to cancel these rights, we'll convert your account to a MyMoney account.

We may disclose information about your accounts to the parents or legal guardians named in the third-party mandate, or any parent or legal guardian if you have a MyAccount or MySavings account.

**Account features:** There is no arranged overdraft on this account. There's no cheque book available for Premier MyAccount and MyAccount unless you're aged 16 or over.

**Interest:** We pay interest monthly on:

- ♦ MySavings
- ♦ Premier MySavings
- ♦ Premier Family Savings Account.

**Joint accounts:** There isn't a joint version of these accounts.

**Making payments:** If you're under 11, we need written authority from your named parent/guardian for any cash withdrawals or payments of £50 or more.

Unless you have a Premier MyAccount or MyAccount, you can't make payments by Direct Debit or standing order, cheque or debit card.

If you have a Premier MyAccount or MyAccount, you can only make payments by cheque if you're at least 16 and ask us for a cheque book. We'll send you a debit card automatically when you turn 11 (but you or your parent or legal guardian can ask us not to).

### HSBC Advance Bank Account

**Account conditions:** You must pay either:

- ◆ £1,750 or more into your account each month; or
- ◆ at least £10,500 every six months.

This doesn't include money you send to the account from other HSBC personal accounts (including any joint account you have).

### HSBC Currency Account

**Account conditions:** To open an HSBC Currency Account, you must have an active HSBC UK current account (other than a Basic Bank Account). If you close that account, we'll close your HSBC currency account. We'll give you two months' notice before we do this.

**Joint accounts:** There isn't a joint version of this account.

**Account features:** You can hold the account in one of 14 major currencies.

There's no arranged overdraft or cheque book on this account.

**Making payments:** You can't pay cash into your account. We only accept cheque payments in certain currencies. You can't make payments out of your account by debit card or cheque.

**Cash withdrawals:** You can make same day cash withdrawals in specific multiples of Euros or US Dollars with our prepack service at HSBC UK branches. This is subject to availability and specific prepack multiple limits (for example, we might only have packs of 100 Euros or 250 Euros available).

If you want to withdraw cash in other foreign currencies, or if you want to withdraw Euros or US dollars without using the prepack service, you'll need to order it through the Travel Money Service. Orders placed before 3pm will be available to collect the next working day. If it's after this time, they'll be available two working days later.

### HSBC Jade (Premier Bank Account)

**Account conditions:** You must have an existing HSBC Premier Bank Account, pay your annual income into that account and have either:

- ◆ savings and/or investments of £500,000 or more with HSBC in the UK; or
- ◆ a relationship with HSBC Private Bank in the UK

When we assess your savings or investments, we don't count anything you hold with M&S Bank, first direct and HSBC Expat.

### HSBC Premier Bank Account

**Account conditions:** You must pay your annual income into your HSBC Premier Bank Account and:

- ◆ have savings or investments of £50,000 or more with HSBC in the UK; or
  - have an annual personal income of £75,000 or more (at least one of you has to have this if you have a joint account) and one of the following products with HSBC in the UK:
    - a mortgage; or
    - an investment; or
    - a life insurance or protection product (including products with intermediary providers arranged by an HSBC Adviser); or
- ◆ already qualify for HSBC Premier in another country.

When we assess your savings or investments, we don't count anything you hold with M&S Bank, first direct and HSBC Expat.

**Joint accounts:** You can only open a joint account with:

- ◆ your spouse or partner
- ◆ a child over the age of 18
- ◆ someone who also meets the eligibility criteria for HSBC Premier.

### Student Bank Account

**Account conditions:** You must be 18 or over and studying (or have accepted an offer to study) on a UK full or part-time qualifying course. Please check our website for whether your course might qualify.

You must also have been resident in the UK, Channel Islands or the Isle of Man for at least three years.

At the end of your course, we'll convert your account to a Graduate Bank Account.

**Joint accounts:** There isn't a joint version of this account.

## Savings accounts

You'll find the current interest rates for all accounts on our website, or in the latest version of our Savings Interest Rates brochure. Please contact us if you'd like further details. We explain below when we'll pay interest. Unless we say in the table on the following pages, for all accounts there's a minimum opening amount of £1 and no maximum savings amount.

### Here's what you can do with one of our savings accounts:

- ◆ access your account through Online, Mobile and Telephone banking, in branch, by post or at a UK Post Office®
- ◆ send and receive money.

### You can't:

- ◆ make payments by debit card or cheque
- ◆ set up Direct Debits or standing orders
- ◆ have an overdraft.

### Fixed Rate Saver Bond

**Account conditions:** To open the Fixed Rate Saver Bond, you must have an HSBC UK current or savings account (in addition to an ISA, Regular Saver or Basic Bank Account).

**Term:** When you open the Bond, we agree how long you want to hold the Bond for (your 'fixed term').

**Statements:** We'll provide a statement once a year, or on maturity if the term is less than 12 months.

**Minimum and maximum savings:** You must put at least £2,000 into the Bond, with a maximum of £1million.

**Paying money into your Bond:** You'll make one payment when you open the Bond, but you can't make any more.

**Interest:** When you open the Bond, you decide whether you want us to pay interest once a year or monthly. If your fixed term is less than 12 months, we'll pay interest at the end of the term.

**Taking your money out before the end of the term:** There's no cooling-off period so you can't change your mind and get your money back after you've opened the Fixed Rate Saver Bond.

**If you have:**

- ◆ less than £50,000 in your Bond: you can take the full amount out before the end of the term – but you'll lose 90 days' interest.
- ◆ £50,000 or more in your Bond: you can't take any of the money out until your Bond reaches maturity (the end of the term).

**Closing the account:** You can ask us to re-invest the money in your Bond when it's closed. If you don't ask us to do this, we'll transfer your savings and any interest into the HSBC account you made the payment from when you first opened the Bond. Please ask if you want us to send it to a different HSBC account.

If you don't have an HSBC account, we'll hold your money (and any interest) for you until you open an account. You can also ask us to send you a cheque. If the last day of the term isn't a working day, we'll close the account on the next working day and we'll continue to pay interest until that day.

### Future Saver for Children

**Making payments:** You can't send money outside the UK from the account.

### HSBC Premier Savings

**Account conditions:** You must have an HSBC Premier Bank Account to hold an HSBC Premier Savings account.

### Regular Saver

**Account conditions:** You must have a qualifying current account with us. If, at any time, you don't have one, we'll close your Regular Saver and pay your savings into your current account. We may take any amounts you owe us before we do this.

You can only have one Regular Saver at any time in your sole name or jointly with someone else.

**Term:** The account is fixed for a term of 12 months.

**Statements:** We'll send you a statement:

- ◆ six months after you opened the account; and
- ◆ when you close your account.

**Paying money into the account:** You must pay into the account every month.

After the first payment into the account, you must make 11 more payments on the same date each month by standing order from a qualifying current account.

Each payment must be between £25 and £250.

You can only make one payment each month, but if the payment is less than £250, you can pay in more in later months as long as the total amount paid in doesn't go over the Maximum Monthly Savings for that month. We show the maximums in the table below.

Month after account opening	1	2	3	4	5	6	7	8	9	10	11	12
Maximum monthly amount	£250	£500	£750	£1000	£1250	£1500	£1750	£2000	£2250	£2500	£2750	£3000

**Interest:** We pay interest yearly, on each anniversary of the date you opened the account.

We'll pay the Flexible Saver interest rate:

- ◆ on any amount you pay in over the Maximum Monthly Amount; and
- ◆ if you close your account before the end of the term.

**Taking your money out before the end of the term:** You can only take savings out before the end of the term by closing the account. If you do this, we'll transfer your savings and any interest either to your current account, or to another account you tell us to pay it into.

**If we close the account:** If we close your account early for any reason (for example, if we suspect you've been involved in criminal activity), we'll pay interest at the Regular Saver interest rate until the date we close it.

**At the end of the term:** We'll transfer your savings and interest to any Instant Access Savings account, Flexible Saver or HSBC Premier Savings account you have with us. If you have more than one of these accounts, we'll transfer your money to the one with the best interest rate.

If you don't have one of these accounts, we'll convert your Regular Saver to a Flexible Saver or, if you're eligible, an HSBC Premier Savings account. Your savings and any interest will be available five working days after the term ends.

### Online Bonus Saver

**Account conditions:** Account conditions: To open an Online Bonus Saver, you must be registered for Online Banking. You can only access your account through Online or Mobile Banking. If you need to contact us, you must use secure e-message. We'll contact you by post or secure e-message.

**Maximum savings:** The maximum you can save in the account is £2million.

**Making payments:** If you want to send money by CHAPS, or set up a Faster Payment to someone you haven't sent money to before, you must do it through Telephone Banking or at an HSBC branch. But if it's a branch CHAPS payment, it must be for more than £10,000.

**Interest:** We pay the monthly standard rate on your balance. However, if you don't take money out, or don't close your account, in any month, we'll pay the monthly bonus rate for that month.

We'll pay interest into your Online Bonus Saver account. You can ask us to pay interest into another account, but this counts as taking money out of your account – so you'll lose the bonus rate if you do.

# Interest rates and charges

## Important information

We'll tell you your interest rate when we open the account and you can contact us to find out your current rate.

We'll pay interest at a fixed or variable rate (which may go up or down).

We work out interest each day on the amount we're holding for you in that account. If you're paying interest, we work it out each day on the amount you owe us.

We'll take interest from, or pay it into, your account on the day in the month you originally opened your account (unless we've agreed something different with you). If that day isn't a working day, we'll do it the next working day.

Please be aware that taxes or costs may apply to you that:

- ◆ aren't charged by us; and/or
- ◆ won't be paid through us.

If you're sending money outside the UK but within the EEA, you'll only pay our charges. You can't pay charges for the other person.

## Charges for overdrafts

We'll give you at least 14 days' notice before taking any overdraft interest or charges from your account.

### Arranged overdrafts

If we've agreed an arranged overdraft with you (we don't offer this on all our accounts), we'll charge interest at the rates set out in the table below.

Account	Arranged Overdraft EAR (Effective Annual Rate). This rate takes account of how often interest is charged, but not other fees or charges
HSBC Jade (HSBC Premier Account)	9.9% EAR variable (0% EAR variable charged on the first £500 you borrow).
HSBC Premier Bank Account	11.9% EAR variable (0% EAR variable charged on the first £500 you borrow).
HSBC Advance Bank Account	17.9% EAR variable
Bank Account	19.9% EAR variable
Bank Account Pay Monthly	19.9% EAR variable
Graduate Bank Account	Year 1: 0% EAR variable on the first £1500, 19.9% EAR variable on amounts above that. Year 2: 0% EAR variable on the first £1000, 19.9% EAR variable on amounts above that.
Student Bank Account	0% EAR variable
Current Account (no longer on sale)	19.9% EAR variable

### Unarranged overdrafts

You'll have to pay a usage fee or interest if you have an unarranged overdraft. The table below shows the amount of the fee or interest that applies to each current account. It also shows the maximum amount we might charge you in a month in relation to an unarranged overdraft (this is called the Monthly Maximum Charge).

### Monthly cap on unarranged overdraft charges

Each current account will set a monthly maximum charge for:

- ◆ going overdrawn when you have not arranged an overdraft; or

- ◆ going over/past your arranged overdraft limit (if you have one).

This cap covers any:

- ◆ interest and fees for going over/past your arranged overdraft limit;
- ◆ fees for each payment your bank allows despite lack of funds; and
- ◆ fees for each payment your bank refuses due to lack of funds.

Account	Unarranged Overdraft EAR (Effective Annual Rate). This rate takes account of how often interest is charged, but not other fees or charges.	The Monthly Maximum Charge
HSBC Jade (HSBC Premier Account)	9.9% EAR variable each day.	£2,000
HSBC Premier Bank Account	11.9% EAR variable each day.	£500
HSBC Advance Bank Account	£5 each day	£80
Bank Account	£5 each day	£80
Graduate Bank Account	£5 each day	£80
Bank Account Pay Monthly	None	None
Student Bank Account	None	None
Current Account (no longer on sale)	£5 each day	£80

We won't charge you any daily unarranged overdraft usage fees if:

- ◆ you pay in money before the end of the day.
- ◆ the unarranged overdraft is £10 or less.

- ◆ your account has had an unarranged overdraft for more than 30 days in a row.
- ◆ your account has an unarranged overdraft only because of an overdraft or interest charge.

Within a charging period, we'll make sure we don't charge you more unarranged usage fees than the overdraft you've used. The first charging period runs from the day you open your account, unless we agree another day. There's also monthly cap on charges.

#### Useful information for you

For example, for an unarranged overdraft of £50 for 12 days, we'll charge £50, rather than £60 (the £5 daily fee x 12).

## Other charges

For most accounts, we don't charge for the account or for sending or receiving money. There are some exceptions, though. These are set out below.

We take charges for payments from your account when we make the payment.

We may charge for services which aren't set out in this agreement, but we'll always tell you how much it is and check you're happy to pay it before we provide the service.

If we have to do anything to comply with a court order on your account(s), such as a child maintenance order, we may charge a fee. We can charge up to the maximum the law allows.

Sending money	From	To	Charges for		
			Branch and Telephone Banking	Online or Mobile Banking (if it's available)	Post
Within the UK by CHAPS	An HSBC Premier Bank Account (including HSBC Jade)	HSBC accounts	£12	N/A	£17
	Any other (non Premier HSBC accounts)	HSBC accounts	£17	N/A	£17
	HSBC accounts	All other accounts	£17	N/A	£17
Outside the UK or in a foreign currency within the UK	HSBC accounts	HSBC accounts	Free	Free	£17
		Non-HSBC accounts	£9	£4	£17

If you make regular automatic transfers between two HSBC pounds sterling accounts, we charge

- ◆ a monthly fee of £8 for weekly transfers and
- ◆ £20 for daily transfers.

If you have an HSBC Premier account, we don't charge these fees.

### Sending money outside the UK or in a foreign currency within the UK

If we send money outside the EEA, we may use an intermediary bank. The intermediary and the bank receiving the money may apply their own charges. This could include

payments sent through, or to, another HSBC bank. You'll only have to pay these charges if you tell us you want to pay all the charges when you ask us to make the payment.

If you have a HSBC Currency Account, there are charges each time you send money from your account. However, payments are free if it's to another account with us or another HSBC Group company. You'll find the charges below, set out in the currency of your account

Currency of your account	Branch	Telephone Banking	Online Banking
Emirati Dirham	52	52	23
Australian Dollar	18	18	8
Canadian Dollar	17	17	8
Swiss Franc	13	13	6
Chinese Yuan Renminbi	87	87	39
Euro	12	12	6
Hong Kong Dollar	109	109	48
Japanese Yen	1736	1736	771
Norwegian Krone	110	110	49
New Zealand Dollar	20	20	9
Swedish Krona	116	116	51
Singapore Dollar	19	19	8
US Dollar	14	14	6
South African Rand	173	173	77

### Foreign currency payments by debit card

When you use your debit card for foreign currency payments, we work out the fee based on the converted amount of the purchase or cash withdrawal.

Account	Fees for a debit card payment in a foreign currency.	Fees for a cash withdrawal in foreign currency, or from a cash machine outside the UK.
HSBC Premier Bank Account (including HSBC Jade) HSBC Advance Bank Account HSBC Premier MyAccount	2.75%	2.75%
All other accounts	2.75%	2.75% plus a fee of 2% (minimum £1.75, maximum £5).

### Receiving money

Charges we take from some payments into your account	Charge	
Receiving money in a foreign currency (£100 or more)	£8	
Receiving money from outside the UK in pounds sterling (£100 or more)	£6	
Cheques issued by banks outside the UK that we negotiate for you	Up to and including £100	£6
	£100.01 to £5,000	£12
	£5,000.01 to £10,000	£24
	£10,000.01 to £50,000	£34
	£50,000 or more	£60
	Returned cheque	£25
Cheques issued by banks outside the UK that we collect for you	All amounts	£28
	If you want the cheque to be sent by courier	£10
	Returned cheque	£28

If you have a HSBC Currency Account, we don't charge when you receive money electronically or if you pay a foreign currency cheque into your account.

If you're paying in a foreign currency cheque that's in a different currency to the account, we'll do the conversion in two steps. We'll convert it to pounds sterling first, and then convert it to the currency of your account.

### Travel money

We don't charge to deliver travel money to your home or to your chosen branch. Orders must be for a minimum of £100.

# Accessibility

To find out more about our accessible services please visit [hsbc.co.uk/accessibility](https://www.hsbc.co.uk/accessibility) or ask at any of our branches.

**If you'd like this in another format such as large print, Braille or audio, please contact us.** A textphone service is 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 outside the UK).

BSL Video Relay Service is also available (Monday-Friday 8am-6pm, excluding Bank and Public Holidays) at [hsbc.co.uk/accessibility](https://www.hsbc.co.uk/accessibility).

**hsbc.co.uk**

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