

HSBC cash ISA Terms and Conditions

Effective from 31 October 2018

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This agreement

This agreement is between us, HSBC UK Bank plc, and you, the person or persons we've opened one or more accounts for.

You can ask for a copy on paper or in another format such as large print, Braille or audio at any time.

Here are the details you need to contact us.

By telephone	From UK	From anywhere else
Lost or stolen cards and PINs	03456 007 010	+44 1442 422 929
UK (including HSBC Advance)	03457 404 404	+44 1226 261 010
HSBC Premier	03457 70 70 70	+44 1226 260 260
Textphone	03457 125 563	+44 207 088 2077
Online Banking	www.hsbc.co.uk	
Mobile Banking	HSBC Mobile Banking App	
BSL Video Relay Service	www.hsbc.co.uk/accessibility	
By post	At the address at the end of this document	

To contact you, we'll use the most recent postal or email address, telephone and mobile numbers you've given us and, if you use Mobile Banking, we may also use in-App and push notifications. To warn you about any actual or suspected fraud or security threats, we'll use the fastest and most secure way of contacting you (e.g. we may use text rather than telephone).

If you're registered for Online or Mobile Banking, we may also use 'My messages' and 'My documents' in Online Banking. We'll send an email when we put something new in My documents and won't change or delete them. 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 must tell us as soon as possible if any of your contact details change. If you don't, we won't be responsible if you don't get information or notices from us.

We may record:

- ◆ **and monitor telephone calls so we can improve our services and for security reasons**
- ◆ **telephone numbers you call us from and may use them if we need to contact you urgently.**

We'll always use English to communicate with you.

1. What does this agreement cover?

Accounts		Services	
Individual Savings Accounts (ISAs) including:	✓	Online banking	✓
◆ HSBC Loyalty Cash ISA		Mobile banking	✓
◆ HSBC Help To Buy ISA		Telephone banking	✓
◆ Variable Rate Cash ISA			
◆ Cash e-ISA			

2. What forms our agreement?

Terms	Where you will find them
General terms that apply to your account, including charges	This document.
Credit interest rates	The Savings Interest Rates brochure, by contacting us or visiting our website to print or download the latest rates.
Current exchange rates	Contact us in branch or through Telephone Banking.
Additional terms for Help To Buy ISAs	The end of this document.

For some services (e.g. Online Banking), the terms we give you when you request the service will also apply.

Your account

Because interest on your account is exempt from income tax, it's important that you know:

- ◆ the restrictions that apply to your account;
- ◆ what happens if you or your spouse/civil partner die;
- ◆ about transferring money to or from other ISA managers; and
- ◆ whether the money in your account can lose its tax-free status.

3. What restrictions apply to your account?

We'll manage your account in accordance with these terms, the ISA Regulations 1998 as amended or replaced from time to time (we'll refer to these in this document as the ISA Regulations) and any other applicable legal and regulatory requirements.

You must have a current account with us to have a Loyalty Cash ISA.

For all ISAs:

- ◆ You must be aged 16 and over;
- ◆ The ISA must be in your sole name;
- ◆ Money in the account must be held for your benefit only (and not as loan security);
- ◆ You can't borrow on the account;
- ◆ You can only pay money into your account each tax year (or month for Help To Buy ISAs) up to the maximum amount permitted by the ISA Regulations (or the Help to Buy ISA Scheme Rules);
- ◆ If you pay in the maximum amount in a tax year (or month for Help To Buy ISAs), you won't be able to pay in more money even if you've made withdrawals;
- ◆ If you pay in less than the maximum amount, you can't carry any shortfall over into following tax years (or months for Help To Buy ISAs); and
- ◆ If you don't pay money into your account in a whole tax year, you'll need to reactivate your account before you can pay money into your account in following tax years.

Additional restrictions apply to Help To Buy ISAs. These are set out at the end of this document.

What is a tax year?

A tax year runs from 6 April in one year to 5 April in the following year.

4. What happens if your spouse or civil partner dies?

All ISAs (except Help To Buy ISAs)

If your spouse or civil partner dies and they had money in an ISA(s), you may be able to pay additional amounts, called "Additional Permitted Subscriptions", into your own account without using up any of your annual ISA allowance.

If your spouse or civil partner died on or after 6 April 2018 the maximum value of the Additional Permitted Subscriptions you can make is the higher of i) the value of the ISAs (including any income earned but not paid) held by your spouse or civil partner at the date of their death or ii) the value of the ISAs (including any income earned but not paid) held by your spouse or civil partner on the date when the ISAs ceased to be classed as a continuing account of a deceased investor under the ISA Regulations.

If your spouse or civil partner died on or before 5 April 2018 then the Additional Permitted Subscription may differ or not apply. You'll need to complete a form each time you make an Additional Permitted Subscription and under the ISA Regulations you can only make them for a certain period after the death of your spouse or civil partner.

Please contact us if you need further details.

We won't accept an Additional Permitted Subscription if we know that the information you've provided is false or if it doesn't comply with any of the requirements under the ISA Regulations.

5. What happens if you die?

The law dictates the tax status of your account when you die. If you die on or after 6 April 2018 your account will become a continuing account of a deceased investor in accordance with the ISA Regulations. This means that the account will continue to have ISA status for up to three years after your date of death.

Subject to the above, interest earned after you die may be taxable and your estate will need to deal with this. Your account will remain open and these terms will continue to apply.

Once your account ceases to be a continuing account of a deceased investor we may use any money in your account to reduce or repay any amounts you owe on other accounts you have with us.

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

6. Can you transfer money in from another ISA?

Yes, for all ISAs (other than Help To Buy ISAs) you can transfer money into your account from another cash ISA or stocks and shares ISA you hold with us or another ISA manager. You can only transfer all (but not part) of the money you have paid into an ISA in the current tax year but you can transfer all or part of the money you have paid in previous tax years.

For Help To Buy ISAs, you can only transfer money into your account from another Help To Buy ISA you hold with another ISA manager.

If you have another Help to Buy ISA, you'll have to transfer the full existing balance, as you can't have more than one. During the month when you transfer in an existing Help To Buy ISA, you may not pay more than £200 of new money into either your existing Help To Buy ISA or your new account with us.

If you wish to make a transfer, please let us know. After we have your instructions, we'll contact your current ISA manager to begin the transfer process.

7. Can the money in my account lose its tax exempt status?

Yes. We'll notify you if, by reason of any failure to satisfy the provisions of the ISA Regulations, your ISA (or any part of it) has, or will, become void (meaning that your tax benefits have been lost).

If this happens, we'll as soon as practicable transfer any invalid amounts with interest to:

- ◆ another account you hold with us – if you have more than one account we'll pay it in to the account offering the highest interest rate; or
- ◆ if you don't have another account, a new savings account which we'll open for you.

These invalid amounts may be subject to UK income tax. It's your responsibility to deal with any tax liability.

Using your account

8. How do we make sure we're dealing with you?

Before we do certain things (e.g. provide information about your account or make payments) we need to check we're dealing with you and that you've authorised the action we're taking. If we get a document, for example, we'll check the signature on the document (e.g. a cheque) matches our records. If you're in a branch we may ask for photo ID (e.g. a driver's licence). In all other cases, we'll assume we're dealing with you and that we're authorised to take action if your security details are used with Telephone, Online or Mobile Banking (or another service we provide for accessing your accounts). We may add other ways of checking your identity in the future.

What are 'security details'?

Passwords, PINs, security codes, memorable data, biometric data (such as a fingerprint or voice ID) or any other information or details that you've set up with us for use with Telephone, Online or Mobile Banking.

9. Keeping up security

We'll do all we reasonably can to prevent unauthorised access to your account. You must also act reasonably to prevent misuse of your account by keeping your security details safe. If you don't, we may block access to your account to protect you and us from unauthorised use. If you ask, we'll tell you when the block will end.

Tips for preventing misuse of your accounts

Don't:

- ◆ **tell anyone (other than a TPP) your security details.**
- ◆ **choose security details that can be easily guessed by anyone else.**
- ◆ **log in, or stay logged in, to Online Banking on a device if you're not in full control of it or it's not in your possession.**

Additional security tips are on our website and in the Banking made easy brochure. Please check for any updates we may make from time to time.

You must contact us as soon as possible if:

- ◆ someone else tries to access, or has accessed, your account (with or without security details); or
- ◆ your security details have been lost or stolen.

We'll ask for information or other help and we may assist and ask you to assist with any police investigation.

10. Using a third party provider (TPP)

A TPP is a third party service provider that's authorised by or registered with the FCA or another EEA regulator or otherwise permitted by law to access information and make payments on online payment accounts operated by other providers (such as banks, building societies and credit card issuers) and has your permission to do this.

An EEA regulator is a regulator in a member state of the European Union, Iceland, Liechtenstein or Norway.

If you use a TPP, the terms of this agreement will still apply. We'll give the TPP access to account information and you'll be able to make the same payments through the TPP that you'd be able to make if you were dealing with us online. Account information will include details about who you make payments to and receive payments from. This might contain some sensitive personal information, e.g. if you pay a Trades Union or Church membership subscription from your account.

Although you must not, generally, give your security details to anyone else, you may give them to a TPP if it's necessary for them to provide their services to you. We may refuse to allow a TPP to access your account if we're concerned that the TPP is unauthorised or acting fraudulently. We'll tell you if we do this (unless it'd be unlawful or we'd compromise our reasonable security measures).

You must check from the information the TPP has to give you that they're authorised. If you give your security details to an unauthorised third party, we'll assume it's you that's authorising us to give access to information about your accounts and you'll be responsible for any payments made as a result. If we're aware that an unauthorised third party is using your security details, we'll block access to your accounts.

If you think a payment made through a TPP was unauthorised or incorrect you must call us as soon as you can.

11. Can someone else operate your account for you?

You can allow another person to operate your account. To do this, you'll need to give us a signed third party mandate or Power of Attorney.

If you're not able to operate your account for any reason (such as mental incapacity), another person may be appointed to act for you. When we've received the right legal document, we'll allow that person to use your account. Until then we won't allow you or any other account holder to take money out of your account, close it or convert it from a joint to sole account.

These conditions apply to any person allowed or appointed to use your account but you'll be responsible for everything they do even if they make you break the agreement.

We'll refuse to accept instructions under a Power of Attorney if we know that a person's legal authority to act for you has ended.

12. Statements and other information we'll give you

Whenever we make a payment into or out of your account, take our charges or charge or pay interest we'll give you details by updating the information we provide through Online Banking. This information will also be available if you ask for it using Telephone Banking or in our branches.

We may also ask you to choose between receiving monthly statements or having the information made available as set out above. If you choose not to receive monthly statements, we may still send you statements at a different frequency (we'll explain this if we offer you the choice). If you don't tell us what you want, we'll provide statements monthly.

For e-ISAs, statements will be provided online. For all other ISAs, we'll send statements by post or, if you're registered for Online Banking, by providing them online unless you've asked us for paper statements. We'll also send statements by post if they aren't available online.

We'll only send a statement if there's been a payment out of your account since the last statement we gave you. You can ask us for a copy of your statement and we'll also send you a closing statement.

You must let us know as soon as possible if you think there are any unusual or incorrect transactions on your accounts. If you don't do so within 13 months of the date of the transaction, you won't have a right to a refund.

13. Information we need from you and when we can disclose information about you

If we make a reasonable request for information, you must give it to us 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 could block or close your account(s); or
- ◆ you might not be able to access some banking services or keep banking with us.

You must make sure the information you give us is accurate and up to date and tell us if anything changes within 30 days.

We'll use your information as explained in our Privacy Notice. We'll also give it to others if required by law or public duty (e.g. if we believe you may have tax obligations in other countries, we may have to disclose that information directly to tax authorities) or if we need to disclose to protect our own interests (e.g. in any legal proceedings) or we have your specific agreement.

14. Tax compliance

Your tax responsibilities (e.g. filing tax returns, paying tax and complying with any other tax laws or regulations) depend on where you live, where you do business and some other factors. It's up to you to make sure you meet these obligations. We can't provide tax or legal advice so if you think having an account with HSBC might affect your tax position, you should speak to an independent advisor. This also applies to connected persons e.g. anyone you send a payment to, who operates an account for you, is entitled to money in your account(s) etc.

Payments

This section is about payments in and out of accounts. You can make payments into your account by cash, cheque or electronically by direct transfer or standing order. You can't make cheque or standing order payments from your account.

You can receive payments in other currencies into the account from accounts with us or other banks or by cheque (but charges may apply). If you hold an HSBC Currency Account, you can make payments in other currencies from your ISA to that account. We don't accept or make payments in all currencies (you can ask us if you want to know which currencies we cover).

You can only make an Additional Permitted Subscription into your account by cheque or by direct transfer from another account you have with us.

All payments and decisions about payments are made on working days and 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.

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, but for payments made by Faster Payments our working day is 24/7.

EEA: The EEA is all member states of the European Union and Iceland, Liechtenstein and Norway.

15. Payments into your account (other than by cheque)

Payments can be paid into your account in different ways and available to you at different times.

Payment in	When you can use the money and when it counts for working out interest
Cash paid in at	
Branch counters	Immediately.
Self-service machines that accept payments into your ISA	Immediately if the machine says it automatically counts your cash but otherwise the same working day (or the next working day if you pay in after the cut-off time displayed on the machine).
For all ISAs except the e-ISA, other banks (if they allow this they may charge)	Immediately 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.	
Receiving money electronically	
In pounds sterling	Immediately.
In foreign currency	Immediately after we've converted it into pounds sterling using the HSBC Exchange Rate at the time we receive the payment.

Only the account holder can pay cash over the counter at HSBC UK branches and self-service machines.

Regular payments into your account

You can make regular payments into your account by standing order from another account in your name, but each regular payment must be a minimum of £10. To stop or change your regular payments, you must tell the bank or building society providing the account the payment is coming from.

16. Payments into your account by cheque

Paying UK bank pounds sterling and euro cheques into your account

We have to collect payments made by cheque from the paying bank. The time it takes before you can use it depends on whether it's a paper or imaged cheque.

Paper cheques paid into HSBC UK branches:	Working days after the working day that the cheque is paid in
◆ You'll start earning interest	2
◆ You 'll be able to use the money	3
◆ The paying bank can't recall the money and we can't take it out of your account (unless we reasonably suspect fraud or you agree)	7

If you pay a cheque in at 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.

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
◆ You'll start earning interest	1
◆ 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)
◆ The paying bank can't recall the money and we can't take it out of your account	1

An imaged cheque is a scanned digital image of a paper cheque that can be processed for clearing and payment through the Image Clearing System.

Examples

Cheque paid in on Tuesday:	Paper cheque	Imaged cheque
◆ You'll start earning interest	On Thursday	On Wednesday
◆ You'll be able to use the money	On Friday	After the money appears in your account on Wednesday (this could be at any time that day)
◆ The paying bank can recall the cheque	Until the end of the second Wednesday after you pay it in. We'll take the money out of your account if this happens.	Until the money appears in your account (on the same day)

If a cheque paid into your account is returned unpaid we'll tell you and take the money from your account. We may ask for payment again from the paying bank. An unpaid cheque won't count towards the maximum amount that you can pay into your ISA that tax year.

Paying other cheques into your account

If we process a foreign currency cheque for you, you'll be responsible for our charges and costs and the charges of any foreign bank or agent we use to collect the payment. We'll take these from the account you told us to pay the cheque into. We can't always process a foreign currency cheque (including a pounds sterling or euro cheque where the paying bank is outside the UK, Channel Islands or the Isle of Man) e.g. if exchange controls apply.

To pay a foreign currency cheque into your account we either have to negotiate or collect it. In each case, we'll convert the cheque amount into pounds sterling using our standard exchange rate.

Negotiate	Collect
We'll pay the cheque amount into your account on the working day after we receive the cheque.	We'll send the cheque to the paying bank and pay the money into your account when we receive it. The time this takes depends on the paying bank or its country. You can ask us for details. We may use an agent to collect payment.

If the foreign bank returns the cheque or asks for the money to be returned, we'll take enough money from your account to cover the payment in the foreign currency. This is unlikely to be the same as the amount we paid into your account if exchange rates have changed. We'll do this even if you have already spent the money.

17. Payments into your account by mistake or fraud

We'll take back any money we pay into your account by mistake or due to an HSBC systems error.

If we're told that a payment from within the EEA wasn't meant for you (e.g. if the payer used the wrong account number), we'll contact you. If you tell us the payment wasn't a mistake, we're legally required to share all relevant information with the paying bank (if it asks us), including your name and address and transaction information, so that the payer can contact you directly.

In all other cases, the steps we'll take will depend on how the payment was made and where it came from.

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

How long has the payment been in your account?	What will we do?
Two months or less	We'll limit access to the money for 15 working days and tell you we've done this, so that you have time to show us that 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 all other payments

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

If we suspect any payment into your account was the result of fraud, we can remove it without asking you. This won't count towards the maximum amount that you can pay into your ISA in that tax year.

18. When we can refuse to accept payments into your account

We can refuse to accept a payment into your account if we're acting reasonably, e.g. if we reasonably believe that:

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

19. Making payments

The ISA Regulations allow you to make a withdrawal from your account within a time period that you specify, subject to our own internal processing times. We've set out below in section 21, the timescales that will apply to the payments you make.

How we decide whether to make a payment from your account

We'll make a payment from your account if you instruct us to unless:

- ◆ you don't have enough money in your account;
- ◆ you haven't given us the account or reference details or we know they're incorrect;
- ◆ you've asked us to send the payment in a particular way (e.g. by Faster Payments) and the recipient's bank doesn't accept them;
- ◆ you've not provided any extra identification or information about the payment that we've reasonably asked for;
- ◆ the payment exceeds a limit that we tell you when you make the payment (we will make payment limits available to you if requested);

or we reasonably believe:

- ◆ there has been a breach of security or misuse of your account or security details;
- ◆ there has been fraudulent or criminal activity of any kind whether or not linked to your account or your relationship with us and it's reasonable for us not to make a payment as a result;
- ◆ it would cause us to breach a law, regulation, code, court order or other duty, requirement or obligation or expose us to 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.

If you ask us to make payments on a particular day, we'll check you have enough money in your account to make them at the start of the day (excluding automatic transfers into the account), and unless it's a weekend or public holiday again at 3.30pm.

Because we won't process it, you'll know we've refused to make a payment if you're making it online or using Mobile or Telephone Banking.

You can always call us immediately to find out why we've refused a payment and what you need to do to correct any errors that made us refuse it and we'll tell you unless we're prevented by law or any regulation or for fraud prevention or security reasons. You can also get transaction information through Online, Mobile and Telephone Banking.

20. Blocking payments and services

We can block your access to services such as Telephone, Mobile and Online Banking if we reasonably believe it's necessary because of:

- ◆ suspected fraudulent or criminal use; or
- ◆ security concerns (e.g. if we know or suspect your security details have been misused).

If we do this, we'll usually let you know why immediately afterwards, unless we're prevented by law or any regulation or for security reasons. We'll unblock your access to these services as soon as the reason for blocking it ends.

21. Payments from your account

Cash withdrawals

You can make cash withdrawals at our branches.

Cheque withdrawals

If you request a withdrawal, we can send you a cheque for the amount of the withdrawal.

Payments

To send money from your account in the ways set out below, you'll need to give us details of the account you want to send money to and any other details we ask for. This is usually the sort code and account number (or equivalent for payments outside the UK), the 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. It's up to you to check the details are correct before asking us to make a payment as we'll make it using only these details.

The table below shows the cut-off time for giving us payment instructions and how long payments take to reach the payee's bank after we've received your instruction to send the money and taken it from your account.

Cut-off time

This is the latest time on any day that we can process instructions or add payments to an account. You can ask us for the relevant cut-off time when you give us a payment instruction.

If we don't receive a payment request before the cut-off time on a working day, we'll treat your request as received on the next working day. The timings set out in the box below will begin then.

Payment type	Cut-off	When the payment will reach the payee's bank
Sending money within the UK in pounds sterling		
Between accounts at HSBC UK, first direct and some M&S Bank accounts (including automatic transfers).	11.45 pm	Immediately
To accounts at other banks	11.45 pm (Faster Payment)	Immediately
	4.45 pm (CHAPS)	Same working day
Sending money in foreign currencies to your HSBC Currency Account		
In euro	3.30 pm	Next working day
In foreign currencies (other than pounds sterling and euro)	US dollars: 6 pm 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 instruct us to send money by CHAPS on a future date, we'll send it on that date, unless it's a non-working day, in which case we'll make it on the next working day.

Although most payments will reach their destination within the timelines set out in the table above, on some occasions it may take longer to allow us to complete our checks.

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

If you want to send money in a foreign currency to your HSBC Currency Account, you can ask us to convert the amount into that currency and we'll tell you the HSBC Exchange Rate that we'll use. We won't change the rate if the payment goes ahead immediately. Otherwise, we'll use the HSBC Exchange Rate that applies when it's made.

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. If it's changed, the amount we pay back when we reverse the payment will be different to the amount we originally took from your account.

22. Cancelling or changing payments

You can't change or cancel a payment that you've asked us to make immediately.

Other payments can be cancelled if you contact us by the deadline no later than the working day before the payment is due to be made.

Payment type	Deadline
Internal transfers and other payments (except CHAPS)	11.45 pm by Online Banking End of the working day by Telephone Banking or in a branch
CHAPS	3.30pm in branch or by telephone

23. What happens if there are incorrect or unauthorised payments on an account?

What is an incorrect payment?	What is an unauthorised payment?	What is 'gross negligence'?
A payment that has not been sent to the person or account you specified when you instructed us to make the payment.	A payment made from your account which wasn't authorised by you or someone you've authorised to make payments on your account.	Gross negligence is when you do something with a very significant degree of carelessness.

If you give someone your 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.

General position on refunds

Question	Answer
What if you notice an incorrect or unauthorised payment?	You must call us as soon as you can.
What will we do when you tell us about: <ul style="list-style-type: none"> ◆ an incorrect payment made to another bank; or ◆ an unauthorised payment? 	We'll refund the payment before the end of the working day after you tell us (or sooner if we can).
Will we always make a refund?	No. We won't make a refund: <ul style="list-style-type: none"> ◆ for an incorrect payment, if we can prove that the payee's bank 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.
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: <ul style="list-style-type: none"> ◆ you acted fraudulently; or ◆ it was made because you intentionally or with gross negligence failed to keep your security details safe.

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 security details have been lost, stolen or that you suspect misuse.
What happens if you made the payment remotely, e.g. by telephone or online?	We're responsible (unless you've acted fraudulently) for any purchase of goods or services (other than financial services).
Are there any other cases where we're responsible for unauthorised payments or fraud on your account?	<p>We're responsible (unless you've acted fraudulently):</p> <ul style="list-style-type: none"> ◆ after you've told us that your security details have been lost or stolen; ◆ if we haven't provided a number for you to tell us that your security details have been lost or stolen; or ◆ if we haven't applied procedures that we're legally required to use to check that a payment has been authorised by you.

Incorrect payments

Question	Answer
What happens if you: <ul style="list-style-type: none"> ◆ tell us about an incorrect payment more than 13 months after it was made; or ◆ gave us the wrong payment details? 	<p>We won't give a refund but, if you ask us, we'll contact the bank that's received your payment, usually within two working days, to try to recover the money (this may take longer for payments sent outside the UK). We may charge our reasonable costs for doing this but we'll tell you the maximum amount you'll pay first.</p> <p>If the payment was to another bank in the EEA and we're unable to recover your money, you can ask us in writing to give you all the information we've been given by the bank that received the payment so you can try to recover the money yourself.</p>

24. Refunds

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

If we give a refund for any reason, we'll refund the payment and any interest we charged (or pay any interest that we'd have paid) so you're in the position you would've 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 the refund so you're in the position you would've been in without the refund.

About charges and how we pay interest

You'll find:

- ◆ the current interest rate for your account in the latest version of our Savings Interest Rates document, on our website or by contacting us; and
- ◆ all our standard charges, for example for making payments and providing services, below.

Please contact us if you'd like further details.

25. Interest rates

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

We work out interest each day on the amount we're holding for you and pay interest into your account monthly (on the 27th each month).

If you have a Loyalty Cash ISA, we'll pay interest at the standard rate unless the loyalty rate applies. The loyalty rate will apply for 366 days from the date of each payment into your account. Each time you make a payment a new 366 day period will begin.

26. Charges

We may charge for services which aren't set out below, but we'll always tell you how much it is and check you're happy to pay it before we provide the service. We may also charge an administration fee, up to the maximum permitted by law, if we have to do anything to comply with a court order on your account(s) (e.g. a child maintenance order).

Please note 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.

Sending money within the UK	To	Branch and Telephone Banking	Online	Post
CHAPS	HSBC accounts	£20	n/a	£40
	All other accounts	£30	n/a	£40

Charges deducted from certain 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	£100 or less	£6
	£100.01 to £5,000	£12
	£5,000.01 to £10,000	£24
	£10,000.01 to £50,000	£34
	Over £50,000	£60
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

Additional services	Charge
Paper statement more frequently than monthly (if applicable)	£1
Additional copy of a statement (or a paper copy for e-ISAs)	£1 a sheet (maximum charge £10 per request)

Our relationship with you

27. Changes we can make after giving advance notice

Our agreement has no fixed end date so it's likely we'll need to keep our terms up to date so they cover changes we're making to our business and changes we don't control. We'll only make changes for these reasons if it's reasonable for us to pass on the impact of that change.

As we can't foretell 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

These apply to all changes but exclude changes to exchange rates.

Changes we don't control	Terms we can change		
	Interest rates	Charges	Other terms
We'll respond proportionately to:			
◆ changes in general law or regulations			
◆ decisions or recommendations we have to follow e.g. made by a Court, regulator or Financial Ombudsman Service	✓	✓	✓
◆ new industry guidance and codes of practice			
◆ changes in the Bank of England base rate, other market rates and indices or tax rates	✓	✗	✗
◆ cover increased or decreased costs of providing the account	✓	✓	✗
Changes to our business			
We'll make reasonable changes to the:			
◆ way we manage the account because of technology	✓	✓	✓
◆ systems, services or facilities we use or introducing new ones	✓	✓	✓

Changes for other reasons			
Making changes for a specific reason that isn't explained in this table where it's reasonable or valid for us to do this	✓	✓	X
Other changes			
Making changes without giving you a reason. If we do this, we'll always explain the effect, and allow you to close your account(s) or related service(s) free of charge before they happen	✓	✓	✓

Telling you about these changes

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

Change	Notice before change	Notice after change*
	At least two months	Within 30 days or three working days*
Increasing interest rates we pay you	X	✓
Reducing interest rates we pay you	✓	X
All other changes	✓	X

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

Your rights when we tell you about a change

If we give advance notice that we're going to make a change to this agreement and you don't tell us you want to close your account before that change takes place, or within the next 60 days (if longer), then we'll assume you've accepted the change and it will apply automatically at the end of the notice period.

If you tell us that you don't want to accept the change, you can close your account without charge or transfer to another ISA provider to retain your tax benefits.

28. Changes we can make without telling you in advance

Exchange rates	When we apply changes
The HSBC Exchange Rate is based on the foreign currency market for each currency we offer.	We can change these immediately and without giving advance notice.
You can get details of the rate by contacting us.	

29. How you can close your account or end this agreement

Within the cooling off period (which is 30 days from the day after we've confirmed we've opened your account) if you opened your account by telephone or online).

If you contact us by post or through Online Banking during this period to tell us you want to close your account, we'll do this without charge but you'll still have to pay any charges you've incurred by using the account (such as payment charges).

If you've transferred money in from another ISA manager and you've changed your mind but you want to retain the tax benefit of holding money in an ISA, you can transfer your account to another ISA manager or back to your original ISA manager (if they agree). If you don't transfer the money to another ISA manager, you'll lose the tax treatment of the ISA.

If you cancel your account, the payments into your account will be treated as if they were never made. This means you can subscribe to another cash ISA with us or someone else in the same tax year (as long as you're eligible).

At any time

If you tell us you want to do this, we'll close the account and send you the amount in it (and any interest) when everything you owe us has been paid (unless you instruct us to transfer the money to another ISA provider in order to retain the tax benefits of your ISA).

If you close your Help To Buy ISA, you won't be able to open another Help To Buy ISA or cash ISA in the same tax year unless we reinstate your account because your proposed property purchase does not proceed.

30. How we can end this agreement and close accounts

We can end the agreement and close your accounts immediately and without notice if:

- ◆ you:
 - have seriously or persistently broken this agreement;
 - acted abusively, offensively or violently towards staff;
 - weren't (or are no longer) entitled to open or have your account or the service;
 - haven't provided us with adequate information that we've requested about your liability for tax; or
 - provided us with any false information; or
- ◆ it's reasonable for us to believe, that:
 - you have or are using or obtaining (or allowing someone else to) an account, service or money illegally or fraudulently;
 - you're using the account for a purpose not covered by this agreement;
 - you're involved in any criminal activity whether or not linked to your account or your relationship with us;
 - you have placed us in a position where we might break a law, regulation, code, court order or other duty, requirement or obligation or we, or another HSBC Group company, may be exposed 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 or security details.

We can also end the agreement and close your accounts by giving you at least two months' notice.

If you or we close an account or end the agreement, we'll take any charges and add any interest which haven't yet been applied to your account before we pay what is left to you.

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

31. Transferring this agreement

Can we transfer this agreement?

No but we:

- ◆ can delegate any of our functions and responsibilities under this agreement to another person but only if we consider them to be competent to carry out those functions and responsibilities;
- ◆ may also appoint another member of the HSBC Group to act as manager of the account. If we do this, we'll give you at least 30 days' notice.

Can you transfer this agreement?

No. 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.

But you can at any time transfer:

- ◆ the money in your account to another ISA manager (if they agree). If you want to do this, you should contact them. They'll pass on your instructions to us;
- ◆ all (but not part) of the money:
 - in your account to a Help To Buy ISA with another ISA manager;
 - you've paid into your account in the current tax year,
- ◆ all (or part) of the money:
 - to a stocks and shares ISA or a cash ISA (other than a Help To Buy ISA);
 - you've paid in over previous tax years.

Once we receive a request from another ISA manager, we'll make the transfer within five working days of that request. Your new ISA manager will then process the transfer and apply the money to your new account.

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

We won't be responsible for any losses you may suffer if we can't perform our obligations under this agreement due to:

- ◆ any legal or regulatory requirements; or
- ◆ abnormal or unforeseeable circumstances which are outside our (or our agents' and/or subcontractors') control and which we couldn't have avoided despite all efforts to the contrary, such as industrial action or mechanical failure.

33. What country's courts and laws apply to this agreement and our dealings before you opened your account?

Where your account is held	Laws	Courts
UK (except Scotland)	England and Wales	The country where your account is held or in the country where you live
Scotland	Scotland	

Information to help manage your account

Privacy

Your privacy is important to HSBC.

You explicitly consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing payment services to you. This doesn't affect any rights and obligations you or we have under data protection legislation. You may withdraw this consent by closing your account. If you do this, we'll stop using your data for this purpose, but may continue to process your data for other purposes.

Our Privacy Notice explains how we collect, use, disclose, transfer, and store your information and sets out your rights to your information. We've provided our Privacy Notice to you separately and will inform you when we make any changes to it. You can also find this at: www.hsbc.co.uk or you can ask for a copy in branch.

How to make a complaint

If you have a complaint, please contact us using the details at the front of this booklet. We'll send you a written acknowledgement within five working days and keep you informed of our progress until your complaint has been resolved. We'll do everything we can to sort out the problem.

If you still remain dissatisfied you may be entitled to refer your complaint to the ombudsman service in your country using the contact details set out below.

Account held	Ombudsman	Contact details
UK	Financial Ombudsman Service	Exchange Tower, London E14 9SR 0800 023 4567 or 0300 123 9123 www.financial-ombudsman.org.uk

If you opened your account in the UK online you may also have the option to refer your complaint to the Financial Ombudsman Service using the Online Dispute Resolution platform. The platform has been established by the European Commission to provide an online tool for consumers to resolve disputes about goods and services purchased online. The platform can be found at

<http://ec.europa.eu/consumers/odr/>

How your money is protected

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors 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 depositors' 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 or call the FSCS on **020 7741 4100** or **0800 678 1100**. Please note, only compensation-related queries should be directed to the FSCS.

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.

Further information to help you find lost accounts can be found at 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 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 9928412 and its registered office at 1 Centenary Square, Birmingham B1 1HQ. HSBC UK Bank plc's registered VAT Number is GB 365684514.

Help To Buy ISA – Additional Terms

34. What restrictions apply to your account?

We'll manage your account in accordance with the Help To Buy ISA Scheme Rules. If you'd like further information about the Help To Buy ISA Scheme and the rules, please ask us or go online to www.helptobuy.gov.uk/isa.

In addition to the eligibility requirements that apply to all ISAs, you must be an Eligible Customer to have a Help To Buy ISA.

What is an Eligible Customer?

A person who:

- ◆ is 16 years of age or over;
- ◆ has a valid National Insurance number;
- ◆ is resident in the UK (or, though not resident in the UK has general earnings from overseas Crown employment subject to UK tax or is married to such a person);
- ◆ hasn't exceeded the maximum subscription which can be made in that tax year to an ISA;
- ◆ hasn't subscribed, and won't subscribe to any other Help to Buy ISA or cash ISA in that tax year;
- ◆ hasn't previously received a bonus, unless the full amount of such bonus has been repaid to the Help to Buy ISA Scheme Administrator in accordance with the Help to Buy ISA Scheme Rules; and
- ◆ isn't, and has never been, a Residential Property Owner.

What is a Residential Property Owner?

A person who owns an interest in land (whether in the UK or elsewhere) which:

(a)

- ◆ in England or Wales is (a) freehold, (b) leasehold, where the lease was originally granted for a fixed period exceeding 21 years or (c) commonhold;
 - ◆ in Scotland is registered or recorded (or would be capable of being registered or recorded) as a right of absolute ownership in the Land Register of Scotland or General Register of Sasines in Scotland, as applicable;
 - ◆ in Northern Ireland is (a) freehold or (b) leasehold, where the lease was originally granted for a fixed period exceeding 21 years; or
 - ◆ is an equivalent interest in land to the interests in land listed above in any jurisdiction outside the UK; and
- (including, where that person has acquired an interest in land under a Regulated Home Purchase Plan)

(b) comprises a building that is used or suitable for use as a dwelling, or is in the process of being constructed or adapted for such use; and

(c)

- ◆ was acquired by that person as a purchaser; or
- ◆ entitles that person to possession or occupation of that land.

Who is the Scheme Administrator?

The person appointed by the Government to administer the Help to Buy: ISA Scheme (currently, UKAR Corporate Services Limited).

You can only pay money into your account up to the limits set by the Help to Buy ISA Scheme Rules. Currently, in the month we open your account, you can pay in up to £1,200. After this, you can only pay in up to £200 into your account each month. If any of this changes, we'll let you know.

If you pay in more than the monthly maximum, we'll return any amounts over the maximum to the account where the payment came from or we'll pay this amount to you by cheque within 14 days. We won't pay any interest on amounts which exceed the monthly maximum.

35. Does the Government pay a Bonus for paying into the account?

Yes but only if you're eligible. Having a Help to Buy ISA doesn't necessarily mean that you'll qualify for a bonus.

If you're eligible, you can make a claim for a bonus payment from the Government when you close your account. You must do this within 12 months from when you close your account or you'll no longer qualify.

The bonus is set by the Help To Buy ISA Scheme Rules and is currently 25% of the balance of your account (including interest) when you close it. The minimum bonus is £400 and the maximum is £3,000. This means you need to save at least £1,600 to qualify for the minimum bonus and £12,000 to qualify for the maximum. You can save more than £12,000 into your account but any amounts over £12,000 won't qualify for a bonus payment from the Government.

If you die, no one else can claim a bonus for amounts saved in your account.

To qualify for a bonus, you must be a First Time Buyer (we've explained what this means below) and you must close your account following the process under the Help to Buy ISA Scheme Rules. To do this, you need to ask us to close your account and to provide the documents that you need to apply for a bonus. We'll send you a closing statement and any other information required within seven days of closing your account.

What is a First Time Buyer?

A person who (a) is not, and has never been, a Residential Property Owner and (b) will (whether alone or jointly) become a Residential Property Owner where:

- ◆ **the acquisition is of legal interest in land situated in the UK (including, where that person will acquire an interest in land under a Regulated Home Purchase Plan);**
- ◆ **the acquisition is to be funded by a loan that will be secured by a charge by way of legal mortgage over the land (including, where that person will acquire an interest in land under a Regulated Home Purchase Plan);**
- ◆ **the entirety of the bonus payable to that person will be applied towards the acquisition;**
- ◆ **the purchase price for the acquisition is (a) in the case of a property in London, not more than £450,000 or (b) in the case of a property outside London, not more than £250,000;**
- ◆ **that person intends to occupy the land as their only or main residence; and**
- ◆ **following the acquisition, that person occupies the land as their only or main residence (unless that person is a member of the Regular Forces or the Reserve Forces or the spouse or civil partner of such a person and, as a consequence, is unable to occupy the land as their only or main residence at the time of acquisition but intends, in the future, to occupy such land as their only or main residence).**

The Scheme Administrator will review your request for a bonus payment and will pay this to you on behalf of the Government.

You can only make a claim for a bonus through your solicitor or conveyancer. The Scheme Administrator will pay your bonus to your solicitor or conveyancer on your behalf and this can only be used for the purchase of an interest in land in respect of which you become a First Time Buyer.

36. What if you close my account but my property purchase does not go ahead?

If you close your account and claim a bonus but your proposed property purchase doesn't proceed, you can ask us to open a new Help to Buy ISA for you so that you can pay the money you withdrew back into it.

To do this, you should ask your solicitor or conveyancer for a Purchase Failure Notice and give this to us within 12 months of the date when we closed the account. We may ask you to complete a new application form or sign a declaration to confirm that you're still eligible for the account.

If we open a new account for you, you'll be able to make an initial payment in, which is no more than the balance of your account when you closed it.

After you have made your initial payment, you'll only be able to pay in up to £200 each month. If your initial payment is less than your balance when you closed your account, you won't be able to make any further payments in subsequent months to make up the difference.

37. Can you have more than one Help To Buy ISA?

No. You can't hold more than one Help To Buy ISA, whether with us or another ISA manager. If you already have a Help To Buy ISA when you open this account or if you open another Help To Buy ISA after you open this account, you'll only qualify for a bonus with your first Help To Buy ISA and the second Help To Buy ISA will be void (meaning that your tax benefits will have been lost).

38. Can you pay into your Help To Buy ISA and another cash ISA in the same tax year?

No. If you pay money into your Help to Buy ISA with us, you won't be able to pay money into a cash ISA (whether with us or another ISA manager) in the same tax year. This is because you can't pay into two cash ISAs in one tax year (and a Help to Buy ISA is classified as a cash ISA). For the same reason, if you've already paid money into a cash ISA (whether with us or another provider), you won't be able to pay money into your Help to Buy ISA in the same tax year.

39. What happens if I make a withdrawal?

If you make a withdrawal from your account, the amount withdrawn will no longer qualify for any bonus.

HSBC UK Bank plc. Registered in England number 09928412. Registered Office: 1 Centenary Square, Birmingham B1 1HQ, United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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