

# Personal Banking

*terms and conditions*



The world's local bank

## Disabled customers

We offer many services including Braille, large print statements and sign language interpretation. For more information just visit **[www.hsbc.co.uk](http://www.hsbc.co.uk)** or call us on 08457 404 404 (textphone 08457 125 563). To help us continually improve our service and in the interests of security, we may monitor and/or record your telephone calls with us.

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## Personal Banking Terms and Conditions

It is important that you read and keep your terms and conditions in a safe place. These terms and conditions are a contract between you and us, HSBC Bank plc, and apply to our main accounts and other services for personal customers, however these are made available to you eg, personally, by telephone, self service machines and Internet. These accounts/services should not be used for business purposes.

No one else apart from you will have any rights or be able to enforce these terms and conditions. In this booklet, references to the Channel Islands means Jersey and Guernsey (including Alderney and Sark). Additional terms and conditions may apply to the Internet or other electronic channel banking services.

Our Telephone Banking Service is presently only available to some Channel Islands and Isle of Man customers. If Channel Islands and Isle of Man customers who are not presently able to use our Telephone Banking Service are invited by us to do so, the terms and conditions in section 1, clause 10 will apply when they register a security number with us or use our Telephone Banking Service.

Our Amanah Bank Account is not presently available to customers in the Channel Islands and the Isle of Man.

Section 1 applies to our current and savings accounts, section 2 to our High Interest Deposit Bonds and section 3 to our Money Market accounts. Section 4 contains general terms and conditions which apply to all our personal customer accounts.

### Section 1 – Current and savings accounts

The terms and conditions in this section and in section 4 apply to our current and savings accounts listed in the table below, including joint accounts and accounts which you are authorised by the account holder to operate eg, because he/she has signed a third party mandate giving you this authority or granted you a Power of Attorney. They apply if you have our Bank Account with an additional Service such as our HSBC *Premier* Service (please see clause 15 for full details of our additional Services). They also apply to our Deposit Accounts, Private Clients Savings Accounts, Home Management Accounts, Private Clients Current Accounts and Save and Borrow Accounts which are no longer on sale to new customers and to any other accounts you have with us if we tell you that they apply. They explain our obligations to you and your obligations to us. They apply to all our services although the terms and conditions in this section may be added to or varied by specific conditions for certain services. Our banking services are subject to status. Where the terms and conditions for a particular type of account are different, we tell you in the relevant terms or in clauses 13 to 15. The services provided with each type of account are different so that only the relevant parts of the terms and conditions in this section apply to each of our current and savings accounts. The table below shows whether our main services are available on each type of account:

Type of Account	Cheque book	Types of Card	Standing orders & Direct Debits	Overdraft facility
Bank Account	Yes	Maestro or Solo	Yes	If we agree*
Basic Bank Account	No	Basic Bank Account Card or Solo	Yes	No
Foreign Currency Current Account	Yes	None	No	If we agree*
Amanah Bank Account	Yes	Maestro or Solo	Yes	No
Instant Access Savings account	No	Savings	No	No
Morrisons Bonus Savings Account	No	Savings	No	No
Foreign Currency Instant Access Savings Account	No	None	No	No
High Interest Savings Account	No	None	No	No
HSBC <i>Premier</i> Savings Account	No	None	No	No

\*Customers aged 18 and over only.

## Terms and Conditions changes

We may, at our discretion, change the terms and conditions in this section and in section 4. We will tell you about changes on our Rates and Charges Notice in our branches or in the national press or personally (which includes statement messages). We will tell you when the changes come into effect. We may also agree separate terms with you in writing. If the change is to your disadvantage, we will tell you about it personally at least 30 days' before we make the change. We may make any other change immediately and tell you about it within 30 days. If we make a disadvantageous change, you may, at any time up to 60 days from the date we tell you of the change, switch your account or close it. You will not have to pay any additional charges or interest for doing this during this period. We reserve the right to transfer you from your existing account(s) to other account(s) we believe are appropriate for you if your existing account(s) are no longer going to be sold by us, or if we change the eligibility criteria for such account(s).

Where we refer to working days in these terms, we mean Monday to Friday, except for public holidays.

### 1 Opening an account

1.1 If you wish to open an account with us, we will ask you for proof of your identity and will require evidence of your current residential address. For further details, see the appropriate application form or contact us. We will also tell you of any enquiries we may make with credit reference agencies. We have the right to decline to accept your money or your application to open an account with us.

1.2 To open a Bank Account or an Amanah Bank Account, you must be at least 16 years of age (or such other age as we may specify from time to time) unless we, at our complete discretion, agree to open a Bank Account for you. To open a Basic Bank Account you must be at least 18 years of age (or such other age as we may specify from time to time).

To open an Instant Access Savings Account, a Morrisons Bonus Savings Account, a High Interest Savings Account, or a Foreign Currency Instant Access Savings Account, you must be at least 7 years old. You can open these accounts for the benefit of a child under 7 if you are at least 18 years of age and you are their parent, legal guardian, relative or godparent. For our Instant Access Savings Account and Morrisons Bonus Savings Account, we may give you a savings card (please also see clause 9.1.1).

If you do not already hold an account with us and you want to open an Instant Access Savings Account, or a High Interest Savings Account with us we may require you to make a minimum deposit. The minimum deposit will be displayed from time to time in our branches. We reserve the right to waive or change our minimum deposit criteria at our discretion.

To open a Foreign Currency Current Account you must be at least 18 years of age. To open a HSBC *Premier* Savings Account you must be at least 18 years of age and already have a Bank Account with HSBC *Premier* Service with us (please also see clause 15).

1.3 A minimum balance of US\$ 3,000 or other currency equivalent is required to open a Foreign Currency Instant Access Savings Account. No account maintenance charges are payable on a Foreign Currency Instant Access Savings

Account if you maintain the minimum balance.

For further details please see clause 6.

- 1.4 So that we can pay cheques and other items from your account, we will usually ask you for a specimen of your signature. If you are opening a joint account with another person or other persons (such as your husband, wife or partner), we will usually ask for a specimen signature from all of you. If you are unable to provide a specimen signature because of a disability, please let us know so we can make alternative arrangements.

## 2 Operating your account

### 2.1 Joint accounts

- 2.1.1 Unless this conflicts with another authority given in writing on the joint account, and until any one of you cancels this authority, you authorise us to:
- pay all cheques and accept other instructions for payment or to stop such payments, signed or given by **any one** of you, whether the account is in debit or credit, and
  - deliver any item held by us in safe keeping in your joint names against the receipt of **any one** of you, and
  - accept instructions signed or given to us by **any one** of you to act on behalf of you all in all other transactions with us, including providing a loan or overdraft or other facility and opening further accounts in your joint names and, for such purposes, instructions may be in writing or any other form we accept and may be given by any means or through any media we accept and on such terms as we may tell you.
- 2.1.2 We will accept such authority until it is cancelled by **any one** of you (unless otherwise agreed in writing) or treated by us as cancelled under 2.1.3 or cancelled by law.
- 2.1.3 If any one of you tells us of a dispute between **any of you**, we may treat this as notice of cancellation of the authority. If we do, any further transactions, including payments by standing order or Direct Debit, will need the authority of you **all** and the use of additional services such as Internet Banking may be suspended. We may also ask for the return of any unused cheques and cards. Until all the cards are returned, card transactions (including those carried out via self-service machines) will continue to be deducted from the joint account (please also see clause 9.2.6).
- 2.1.4 We may disclose to **any of you** any information we hold about the account.
- 2.1.5 Unless clause 2.1.3 above applies, in the event of the death of any of you, the survivor(s) have authority to instruct us to pay them any credit balance and deliver to them any items held in safe keeping. This is subject to any rights which we or a third party may have.
- 2.1.6 **Please also see the joint account provisions in clause 1.4 for specimen signatures, clause 3.2 for paying in cheques, clause 8.2 for borrowing, clause 9.1.4 for using cards, clause 10.4 for using our Telephone Banking Service, clause 12 for closing accounts and clause 16 for using Internet Banking.**

### 2.2 Third party mandate

You can authorise another person to operate your account(s). If you wish to do so, we will ask you to sign a third party mandate in respect of the account(s) you want the third party to be able to operate. On joint accounts, all of you must sign. Please ask us for details. You can also do this by signing a Power of Attorney but you should take

advice from a solicitor or other legal adviser before doing so, particularly if your account is with one of our Channel Islands or Isle of Man branches as the laws governing Powers of Attorney may differ from those in the UK. If you authorise another person to operate your account then you will be responsible for their actions or omissions as if they were your own.

## 2.3 **Statements**

2.3.1 Unless you have chosen, or choose in the future, to view statements for any of your accounts electronically and, as a result, not to receive paper statements for any such account, or to receive them less frequently, we will send you a statement for each of your accounts showing the transactions on the account at least quarterly. However, if you have not used your account for at least two years, then we may decide to send you statements at least annually. We recommend that you check your statements regularly. If any statement has an entry that seems to be wrong, you should tell us as soon as possible so that we can resolve the matter. If you have a joint account we will send, at no additional charge, a statement to each of you (to different addresses if you wish) unless you ask us not to.

2.3.2 Unless you have asked us not to, or ask us not to at any time in the future, we may:

- include on your statement for your Bank Account or your Amanah Bank Account, a brief personal financial summary showing details of certain of your other accounts with us; and
- send you twice a year (and on request, subject to any charges we may tell you are payable) a personal financial summary showing details of certain accounts and services provided to you by us and certain other members of the HSBC Group in the United Kingdom. Details of these accounts and services will be passed to us by the other members of the HSBC Group for us to use to prepare the statements. Not all accounts and services you have with the HSBC Group may be shown on your personal financial summary. Please contact your local branch for further details. Please note that this is not available to customers in the Channel Islands or the Isle of Man or customers who hold a Basic Bank Account.

2.3.3 If we make an incorrect entry on your account and, either, you tell us about it or we notice it, then we will correct it. If we do this on the same day the incorrect entry was made, the details may not show on your statement, otherwise, they will.

## 2.4 **Transfers**

You may make transfers between any of your current and savings accounts by giving us your instructions at branch counters, in writing or by using our Internet Banking Service or self service machines if applicable. Please also see clauses 9.9 and 10.1. We will normally deduct or add transfers from and to your account on the same day as we receive your instructions.

## 2.5 **Balance information**

When we provide you with details of the balance on your account, however we make this available to you, it may include transactions that are still being processed such as cheques that are in the process of being cleared and so may be subject to change. It may not represent funds that are

available for you to withdraw. We may also provide you with details of the available balance on your account. This represents funds that you are able to withdraw (subject to any restrictions on withdrawal) and includes the amount of any overdraft that we have agreed with you. We would also refer you to clauses 5, 9.2.7, 10.1.3 and 16.3. Your account and the transactions passing through it may be affected by a Court Order, for example, a Bankruptcy Order, Freezing Order or Injunction Order. If so, the balance may change and transactions may not be processed or may be reversed.

### 3 Paying into your account

- 3.1 We accept cash, cheques and other items that are payable to you for payment into your account. A commission charge may be deducted from your account for payments into your account of foreign currency bank notes and certain other items (including some travellers cheques). This includes payments in the currency of your Foreign Currency Current Account and Foreign Currency Instant Access Savings Account.
- 3.2 If you want to pay in a cheque or other item that has been made payable to someone else, that person must sign it on the back. We may ask for further details before we agree to accept it. If a cheque or other item is marked on the front **'not transferable'** or **'account payee'**, we can only accept it for the person it is made payable to. The only exception to this is a joint account. We will accept a cheque or other item made payable to any one of you. However, if a cheque or other item is made payable for example to 'Mr and Mrs Hall' or 'J. Hall and M. Hall' and there is no joint account, it cannot be paid into a sole account.
- 3.3 You can pay cash or cheques into your account by post, over the counter at some of our branches, through some self-service machines or by personal delivery. We can only accept responsibility for these after we have received and checked them. If you send cash to us by post, please use 'special delivery' post. Not all of our branches have counter positions or if they do, these may not be available for use for all of the time that the branch is open. However, these branches do usually contain self-service machines that you can use to make payments into your account.
- 3.4 If the total amount of the items being paid into your account is added up incorrectly on the paying-in slip (bank giro credit) and the difference is over £1, we will correct it and add the right amount to your account. We will tell you we have done this. If the difference is £1 or under, we will not carry out the correction or tell you.
- 3.5 If items are paid into your account on a weekday, we will normally deal with them that day, so long as we receive them before a certain time (which will be displayed in our branches). Items paid in after this time or over the weekend or on a public holiday, will be dealt with on the next working day. Please see clause 3.6 for cash payments in. The above does not apply to our Foreign Currency Current Accounts and our Foreign Currency Instant Access Savings Accounts. If you want to know when you will be able to withdraw items paid into these accounts you should ask us.
- 3.6 If you pay cash alone into your account over the counter at one of our branches, or we receive cash from you in the post (or by personal delivery), we will normally deal with it that day. However, if you pay in a mixture of cash and cheques to your account on the same paying in slip, or if you pay in cash through a self-service machine, clause 3.5



above will apply. We may in the future introduce new self-service machines into some branches, which will deal with cash payments in on the same day. We will tell you when it happens. (If you pay cash into your account at another bank, please see clause 5.2.2).

- 3.7 If a cheque, which is paid into your account, is returned unpaid, the amount shown on it will be deducted from your account. We will tell you that this has been done. Depending on why the cheque was unpaid, we will either ask for payment again from the bank of the person who issued it, or return it to you. Different procedures apply to foreign cheques. By 'foreign cheques' we mean cheques drawn in a foreign currency other than in euros (whether on a bank in the UK, Channel Islands, the Isle of Man or abroad) or cheques drawn in sterling or in euros on a bank abroad (3.9.1).
- 3.8 If you want to pay in cash or a cheque of one currency into an account in another currency, eg, a cheque drawn in US dollars into a sterling account, we will convert the amount at our applicable rate of exchange. We will tell you the exchange rate and, where applicable, the fees we charge for negotiating or collecting the cheque.
- 3.9 **Foreign cheques**
- 3.9.1 We may agree to negotiate a foreign cheque although we are not obliged to do so. This means that we will add to your account immediately the full amount or the converted amount (see 3.8) but if it is returned unpaid, we will have 'recourse' against you (as well as anyone who has signed or endorsed it) and we are entitled to deduct from your account either the amount we added or, if we converted the cheque into another currency, the amount reconverted at the exchange rate applicable on the date we make the deduction. This means that if the exchange rate has changed the amount we deduct could be greater than the amount we originally added.
- 3.9.2 For details of how and when interest is calculated and applied in relation to amounts added to or deducted from your account following negotiation of a foreign cheque, please ask us.
- 3.9.3 For a foreign cheque that we negotiate, we will deduct our fees at the time that you pay it in. If a cheque is returned unpaid, we will also deduct a further fee at the time it is returned. Agents' fees may also be payable whether the cheque is paid or not.
- 3.9.4 We may decide or agree to send a foreign cheque for collection. We will either:
- send the cheque directly to the bank on which the foreign cheque is drawn for payment. We will credit your account once we have received payment; or
  - pass the foreign cheque through the appropriate clearance system in the country where the foreign cheque needs to be presented for payment. We may appoint an agent in that country (which may be a HSBC Group company) to do this for us. We will credit your account with the amount of the foreign cheque (subject to clauses 3.8 and 3.9.9) when we or our agents have received the funds and are satisfied that they can be credited to your account. This may involve us or our agents waiting for a period of time after receiving funds from the bank upon which the foreign cheque is drawn so we or they are certain that it has been cleared and has not been returned before we credit your account.

- 3.9.5 While we take care in choosing our agents when negotiating or collecting any foreign cheques, we do not accept liability for any loss, damage or delay which is not directly due to our own negligence. If exchange restrictions or some other cause result in us receiving payment in a currency different from that of the cheque, neither we nor our agents will be liable for any loss in exchanging the proceeds into the currency of your account.
- 3.9.6 Because of difficulties that occur from time to time with foreign cheques drawn on banks abroad, for example exchange restrictions, we may not always be able to negotiate or collect foreign cheques for you.
- 3.9.7 When we refer to foreign cheques, we also mean other forms of foreign payment. The Uniform Rules for Collections, as published by the International Chamber of Commerce from time to time also apply to any negotiation or collection of foreign cheques or other forms of foreign payment. If you would like a copy of these, please ask us.
- 3.9.8 You must endorse any foreign cheques you pay into your account. This means that you must sign on the back. Your signature should be in the same form as your name on the front of the cheque, eg, if it is made payable to 'W Livinson' please sign it 'W Livinson'; if it is made payable to 'Bill Livinson' please sign it 'Bill Livinson'.
- 3.9.9 For a cheque that we collect, we will deduct a fee from the proceeds at the time we receive them or, if it is not paid, we will charge a fee at the time we receive the unpaid cheque. Our fees will include any charges made by our agents and/or the bank on which the cheque is drawn.
- 3.9.10 We will keep original cheques paid from your account or copies for at least six years unless we have already returned these to you.

#### 4 Payments from your account

- 4.1 We will make payments from your account if:
- you authorise them in any of the ways set out in clauses 1.4, 2, 9, 10 and 16, or they are instructions given in accordance with clause 9.2.1. of this section as appropriate for the account and types of payment being made or under clause 3.1 of section 4, but we may decline to make a payment you request us to make if the amount exceeds any limit we set for monitoring or fraud prevention purposes; and
  - there are enough cleared funds in your account to cover the payments, or, for payments from your Bank Account/Foreign Currency Current Account (for customers aged 18 and over), they are covered by an overdraft we have agreed with you. We may take into consideration any other payments which we have made or agreed to make from your account, or which have already been authorised (for example, card transactions). This will be regardless of whether or not these transactions have already been deducted from your account. However, if you are 18 or over, we may allow you to make payments from your account that may cause you to go overdrawn or to go over any overdraft limit we have agreed with you on your Bank Account/Foreign Currency Current Account. This does not mean we will allow you to do so another time (please also see clauses 7.9, 7.10 and 7.13).

- 4.2 There may be a delay in us carrying out your instructions for a payment to be made from your account while monitoring and/or fraud prevention checks take place.
- 4.3 There is important information about the security of your cheque book and writing cheques inside the front cover of your cheque book. This information forms part of these Terms and Conditions.
- 4.4 If you know a payment is to be deducted from your account and you pay in to cover it, you should tell us because we will try to ensure that the payment is met by these funds although we cannot guarantee we will be able to do this.
- 4.5 When you instruct us to make a payment immediately, we will do this as soon as we can. You can instruct us to stop or cancel the payment of a cheque or other item as long as:
- the amount has not yet been taken out of your account; and
  - we have not told the person to whom it is payable or their bank that it will be paid; and
  - for a cheque, it has not been guaranteed by your Maestro debit card.

If you want to cancel a standing order you should tell us. You can cancel a Direct Debit by either telling the person/organisation that collects the Direct Debit from your account or us. You can only cancel payment instructions given to us in advance, including standing order and Direct Debit payment instructions, up to the day before you have asked us to make the payment. To cancel a regular payment other than a Direct Debit or standing order, you should tell the person/organisation that collects the payment from your account. You are not able to cancel a cash transaction or a card payment.

- 4.6 Only write cheques in the currency of your account. If you need to pay in a currency other than the currency of your account, we will advise you on the best way to do so.
- 4.7 If we make payments in a currency other than the currency of your account, we will tell you the rate of exchange and the fees we may charge.

Depending on the currency involved and certain other factors, it might not be possible to convert the amount and complete the transaction on the day that you give instructions to us.

The other factors include the time of day we receive instructions, the amount involved and the time banking offices in the relevant financial centre are open for business for the conversion. When the amount has been converted at the exchange rate applicable on the day of conversion, we will complete the transaction by deducting the amount, together with our fees, from your account and either adding the converted amount to the other account or paying the converted amount as instructed.

If the transaction is conditional on the exchange rate for conversion or on the date of completion you must inform us of this when giving your instructions to us.

- 4.8 Whenever you send a cheque in the post we would ask you to not only clearly write the name of the person you are paying the cheque to, but also put extra information about them on the front of the cheque. For example, if you are paying a cheque to a large organisation such as the Inland Revenue, write on the cheque the name of the account you

want the cheque paid into (Inland Revenue, account J Jones). If you are paying a cheque into a bank or building society account, always write on the cheque the name of the account holder (AAA Bank, account J Jones). This is to help prevent fraud.

- 4.9 You authorise us to pay a cheque and deduct the amount from your account, although it has not been presented to your branch provided we have received it at our cheque processing centre.
- 4.10 This clause only applies to accounts held in the UK. In the event that a petition for a bankruptcy order is presented against you then you agree that we may:
- refuse to act on any instructions given by you or anyone else to make any payment(s) out of your account unless you have previously obtained an appropriate order from the Court, or
  - set up a separate account(s) in your name to which any of your future payments in will be credited.
- In the Channel Islands and Isle of Man local legislation will apply.
- 4.11 If your Maestro debit card has been lost or stolen please call us as soon as possible on 08456 007 010 (Textphone 08457 125 563). If your cheque book or cheques are lost or stolen, or if you think that someone has signed one of your cheques without your permission, you must tell us as soon as you can by calling us on 08457 404 404 (Textphone 08457 125 563).
- 4.12 When writing a cheque, you must take all reasonable precautions to prevent anyone else altering it or making a forgery.
- 4.13 You should not write a future date on your cheque as it may not prevent the payee from paying it into their bank before that date.
- 4.14 If we receive for payment one of your cheques that is more than six months old, we do not have to pay it but we may do so.
- 4.15 We will normally deduct cash withdrawals made over the counter at one of our branches from your account on the same day. For Foreign Currency Current Accounts and Foreign Currency Instant Access Savings Accounts, this may be the next working day. A commission charge may be deducted from your account for foreign currency banknotes withdrawn from your Foreign Currency Current Account or Foreign Currency Instant Access Savings Account.
- 4.16 Electronic Payments (clause 4.16 applies to electronic payments in addition to the remainder of the Personal Banking Terms and Conditions)
- 4.16.1 You can instruct us to make electronic payments from your account to beneficiaries in the UK, the Channel Islands, the Isle of Man or abroad by electronic fund transfer, worldpay or priority payment. To make an electronic payment you need to complete the appropriate application form depending on the type of electronic payment you require us to carry out. In the future, we may accept instructions in other ways, such as via the telephone or Internet. You must make sure that you give us the correct details of the bank, the bank sorting code eg, 40-41-14 (for payments within the UK, the Channel Islands and the Isle of Man) or national bank code (for payments outside the UK), bank account number and the name and address of the beneficiary to whom the payment is made. You must also provide us with

details of your own account number, name and address. This is a legal requirement and these details will be passed to the beneficiary's banker. We do not accept liability for any kind of loss or delay occasioned by any mis-description by you of the beneficiary's name or bank or account details. In respect of application forms for priority payments, please note that, whilst forms will not be accepted without the original stamp of the issuing branch, this stamp is for bank purposes and does not constitute confirmation that the payment has been made. If you hand your application form in at one of our branches, our staff will hand you a printed confirmation of the electronic payment you wish to make.

### **Making the Payment**

- 4.16.2 We will send your payment in sterling for electronic fund transfers, or in the currency of the country/territory overseas for worldpay. In respect of priority payments, payments may be made for any amount in any freely traded currency. However, unless your beneficiary has requested that you send the payment in a particular currency and you have completed the appropriate boxes on the priority payments application form, where possible, we will send the payment in the currency of the destination country. It will normally be credited to the bank account of the beneficiary on the same day that we process the payment for electronic fund transfers or six working days from the day that we process the payment for worldpay. In respect of priority payments, same day value can be achieved in a few financial centres; otherwise you should expect payments to be received by the beneficiary's bankers within 3 to 4 business days (a business day being a day when banks are open for business both in London and in the financial centre of the foreign currency being transferred). Circumstances beyond our control or that of any correspondent we may select may cause delays in whole or in part, these may include the following but are not limited to them: the action of any government or government agency, industrial action (whether involving our staff or not), equipment failure, or interruption to power supplies, or the information you gave us is incorrect, or if there are complications in the routing of your payment or in overseas banking systems. In addition, all banks apply different cut off times for the processing of payments in foreign currencies. Where we select any correspondent we shall exercise reasonable care in making any such selection but, subject to that, we shall not be liable for any failure to perform or any act of omission of any such correspondent, which will act for your account and at your risk.

### **Bank Charges**

- 4.16.3 A charge will be made when you give us your instructions to make the payment. This will be debited to your account. You will also have to pay us any additional expenses we incur in making the electronic payment in accordance with your instructions eg, confirmation that a beneficiary's bank account has been duly credited (net of any pre-payment the customer has made on the account of this expense). These will also be debited to your account. For worldpay payments, we include in our charge the charges made by our correspondents.

We will also make a charge for any enquiries we receive in respect of any payment made in accordance with your instructions whether enquiries are made by you or by any other person. These charges will apply in respect of each

electronic payment instruction (but we will not charge you if we have made an error). The enquiries which will generate charges may include the following but are not limited to them: refunds, cancellations, amendments, duplicated services, copies of cleared payments and enquiries about whether the funds have cleared. A charge will be made per payment instruction.

### **Cancellation of a Payment**

- 4.16.4 You cannot normally cancel a payment that you have instructed us to make after we have accepted your instructions. However, if you ask us to we will do all we can to recall the payment but we cannot guarantee that we will be able to do so once your instructions for the payment have been received and acted on. Any refund of the amount retrieved will be made net of any incidental expenses.

### **Return of a Payment**

- 4.16.5 If, for any reason, a payment is returned to us we will convert the amount at the exchange rate applicable at that date and credit it to your account. This means that if the exchange rate has changed the amount we credit could be less than the amount originally paid out by you.

### **Foreign Currency**

- 4.16.6 For worldpay payments, we will convert your sterling into foreign currency at our exchange rate applicable on the day you give us your payment instructions. We will confirm this rate by giving you a copy of the worldpay payment request form.

## **5 Clearing credits and cheques**

The 'clearance cycle' is the time it takes for money paid from or into your account to be deducted or added. This term applies to our normal clearance cycles for sterling cash and cheques drawn in sterling or in euros (other than those drawn on banks abroad) paid into branches of English or Scottish banks in England, Scotland, Wales, the Channel Islands and the Isle of Man. Different procedures apply to foreign cheques (as defined in 3.7). Please ask us for details.

### **5.1 Cheques you issue**

- 5.1.1 You can only issue cheques on a Bank Account, Amanah Bank Account or Foreign Currency Current Account.

- 5.1.2 When you issue a cheque on your account, the amount will normally be deducted from your account two working days after the recipient pays it into their account. For example, the amount of a cheque paid in on a Monday will normally be deducted from your account on that Wednesday. More time may be needed for a cheque paid into a building society account or any bank outside England or Wales or any account held at a non-clearing bank. For example, an extra day may be needed for a cheque paid into a branch in Scotland.

However, a cheque paid in over the counter at your own branch, for example to pay a bill, will be deducted from your account on the same day. If you issue a cheque on your account and it is paid in by the recipient over the counter at your own branch, the amount will be deducted on the same day. If you cash a cheque at any of our branches, the amount will be deducted from your account on the same day. If you issue a cheque which is specially presented, the amount will be deducted from your account on the day it is

received at your branch, which is likely to be on the working day after the day it was paid in by the recipient (but it could even be on the day it is paid in).

5.1.3 If your account goes overdrawn or your existing overdraft increases as a result of our deducting a cheque from your account, we may charge you interest (if applicable) from the day the amount of the cheque is deducted from your account and/or our applicable fee for reviewing overdrafts not agreed in advance. Please also refer to 5.2.1.

5.1.4 For cheques issued by you on your Foreign Currency Current Account, the time it takes for them to be deducted from your account after the recipient has paid them into their account will vary depending on the currency of your account and the country in which the recipients account is based. For further details about a particular cheque please ask your branch.

## 5.2 Credits you receive

**(This section does not apply to Foreign Currency Current Accounts or Foreign Currency Instant Access Savings Accounts. Please see clause 3 for payments in of foreign cheques and foreign currency. For details of our procedures for sterling cheques and sterling cash paid into Foreign Currency Accounts please ask your branch).**

### 5.2.1 Cheques

We determine whether a sterling or euro cheque has 'cleared' in order to:

- decide whether to allow you to withdraw the money; and
- calculate any interest that should be paid, either by us to you or by you to us (not applicable to Amanah Bank Account); and
- most importantly, confirm whether a cheque has been paid.

**A cheque can still be returned unpaid later even if we have decided to allow you to withdraw the money and/or the amount shown on the cheque has been included in your available balance on your account (for an explanation of available balance please see clause 2.5). Please ensure that you understand what happens when a cheque is returned unpaid later as set out below. If you do not understand, please ask us to explain.**

When you pay a cheque into your account, you will normally have to wait three working days after the day it has been paid in before you can withdraw the money, unless you ask us to send it for special presentation or we agree otherwise. For example, the proceeds of a cheque paid in on a Monday will normally be available for withdrawal on that Thursday. However, the amount shown on the cheque will be included in your balance before you can withdraw the money.

We treat cheques as being cleared for interest calculation purposes (if applicable) two working days after they have been paid in, eg, on Wednesday if paid in on a Monday. If you withdraw money which is not cleared for interest calculation purposes (if applicable), you may be charged interest even though your account shows a credit balance.

If you pay a cheque drawn on one of our branches into that branch using a branch counter, you will normally be able to withdraw the money on the next working day. The amount of the cheque is treated as cleared for interest calculation purposes (if applicable) on the day it is paid in. Please note that it is possible that the bank on which a

cheque is drawn may later return the cheque unpaid. If a cheque is returned unpaid this will normally happen three or four working days after the cheque has been paid into your account although in some circumstances this period may be longer. Because of this, we may at our discretion, require you to wait until we are certain that the cheque has been paid before you are able to draw against it. An extra day may also be needed for cheques drawn on Scottish banks.

You should not write a cheque unless you have cleared funds in your account or have agreed an overdraft facility with us on your Bank Account or Foreign Currency Current Account from which such cheque can be met.

**If a cheque which you have paid into your account is returned unpaid, the sum shown on it will be deducted from your account. If you withdraw against a cheque which is later returned unpaid and your account goes overdrawn or your existing overdraft increases, we may charge interest (if applicable) and/or our applicable fee for overdrafts not agreed in advance.**

For specific confirmation of whether a cheque will be paid, when you pay it in you can ask us to specially present it to the branch of the bank on which it is drawn. We will tell you how much we will charge and deduct our fee from your account. We will post the cheque to that branch and ask them to confirm whether the cheque has been paid. If the cheque has been paid, we may allow you to withdraw against it earlier than we would normally do but it may be much longer if there are postal delays. Special presentation does not affect the clearance cycle for interest calculation purposes set out above.

### 5.2.2 **Cash**

When you pay cash only into your account at any of our branch counters you will normally be able to withdraw the money immediately. Your cash will be treated as cleared for interest calculation purposes (if applicable) on the day it is paid in.

If you pay in a mixture of cash and cheques into your account on the same paying in slip you will be able to withdraw the cash on the next working day. Your cash will be treated as cleared for interest calculation purposes (if applicable) on the day it is paid in if we receive it on a working day and before a certain time (which will be displayed in our branches). Otherwise it will be treated as cleared on the next working day.

When you pay cash into your account at other banks, you will have to wait three working days before withdrawing the money. This is because it takes time for the credit to reach your branch. The cash is treated as cleared for interest calculation purposes (if applicable) two working days after it has been paid in.

If you pay in cash at a self-service machine, you will normally be able to withdraw the cash on the next working day. In the future, we may introduce new self-service machines, which will deal with cash payments in immediately. We will tell you when this happens.

## **6 Bank charges**

6.1 The charges we make for operating your account from day to day vary according to the type of account you hold. When you open your account, we will give you a copy of the relevant price list which includes the prices of our services that are used most often. You can also find out



about these charges by calling us on 08457 404 404 (UK accounts), 08457 70 70 70 (HSBC *Premier* Service) or 08456 006161 (offshore accounts) or by looking on our website [www.hsbc.co.uk](http://www.hsbc.co.uk) or asking our staff. If you use a textphone, please call us on 08457 125 563.

- 6.2 In respect of Foreign Currency Current Accounts and Foreign Currency Instant Access Savings Accounts, the charges we make for operating your account and the other charges we make for our Foreign Currency Accounts are set out in the brochures provided when your account was opened. Any charges for account maintenance and cheques presented are deducted from your account in the currency of your account at the prevailing exchange rate against sterling at the date of deduction. In addition to these charges, we will charge our standard transaction charges for all other international services. Details are available on our website [www.hsbc.co.uk](http://www.hsbc.co.uk) or by asking a member of staff in our branches.
- 6.3 We may change our prices for the day to day running of your account at our discretion. We will always give you 30 days' personal notice if we increase any of these charges or if we introduce a new charge. We may change our prices for any other service we provide to you from time to time at our complete discretion. We will tell you the present charge for such services before we provide them to you.

## 7 Borrowing from us

Provided you are 18 years of age or over, borrowing can be arranged either by overdraft on your Bank Account subject to the terms below, or by a separate loan. The most suitable form of borrowing will be agreed between you and us. In some cases we may need security, for example a mortgage. 16 and 17 years old Bank Account customers must not borrow from us. All references to Bank Account in clause 7 only relate to Bank Accounts for customers aged 18 and over.

You must not borrow on your Foreign Currency Current Account or Foreign Currency Instant Access Savings Account. In exceptional circumstances and at our complete discretion, we may agree to an overdraft on your Foreign Currency Current account.

- 7.1 You should always keep your Bank Account in credit unless we have agreed an overdraft with you. We understand that occasionally you may accidentally overdraw your Bank Account by a small amount without an agreed limit. If we allow this to happen, we will not charge you our applicable fee for reviewing overdrafts not agreed in advance as long as your Bank Account is not more than £50 overdrawn for a total period of 14 days in any one month. Month, in this instance, does not mean a calendar month but begins on the date your account is opened. For example, if you opened your account on 20th January, one month will be from the 20th of each month to the 19th of the following month. We reserve the right to alter or remove the £50 limit or the 14 days time period in any one month period from time to time. We will notify you of a change to, or removal of, these limits as set out in clause 10.5.2.
- 7.2 You must not borrow on your Instant Access Savings Account, Morrisons Bonus Savings Account, High Interest Savings Account, HSBC *Premier* Savings Account, Basic Bank Account or Amanah Bank Account.
- 7.3 If an overdraft is agreed on your account, the interest rate

will be shown in a letter that sets out the terms of the overdraft.

- 7.4 You should always stay within an agreed overdraft limit unless you get our agreement to increase this first.
- 7.5 We may reduce or increase any agreed overdraft limit but we will write to you when we do so.
- 7.6 We will tell you the amount of:
- any arrangement fee we may charge for agreeing an overdraft on your account; and
  - any fee we may charge for renewing or reviewing an overdraft.
- 7.7 We may decide not to pay a cheque or other item or to allow a card transaction, if it would make your account go overdrawn or, for Bank Accounts or Foreign Currency Current Accounts it would go overdrawn without an agreed overdraft limit or over any agreed overdraft limit. In respect of Bank Accounts this would include standing orders, Direct Debits or bill payments which you had previously instructed us to make or Maestro transactions you have made. If this happens, we may charge our fee for returned items.
- 7.8 If you have a Basic Bank Account and we have to return three or more items unpaid due to insufficient funds in your account, we may close your account upon 30 days notice in writing to you. We will give you any credit balances on the account. If the account is overdrawn, we will require you to pay any money owed to us.
- 7.9 If we pay a cheque or other item you issue, allow a card transaction or make any other payment on previous instructions from you and, as a result, your account goes overdrawn or, for Bank Accounts, it goes overdrawn without an agreed overdraft or goes over any agreed overdraft limit, this does not mean that we have agreed an overdraft or an increased limit. You must immediately pay enough money into your account to cover the overdrawn amount or the amount that is over your agreed overdraft limit, or contact us to discuss the matter.
- 7.10 We may charge interest at our Standard Overdraft Rate whenever your account (excluding Amanah Bank Account) goes overdrawn on the amount by which your account is overdrawn. We may continue to charge this rate until there is a cleared credit balance on your account.
- 7.11 For Foreign Currency Current Accounts, if a euro account goes overdrawn without an agreed overdraft, or if you go over an agreed overdraft limit, we will charge interest at our Standard Overdraft Rate on the amount by which the account is overdrawn or the overdraft limit is exceeded. For all other foreign currencies apart from euros, overdrafts above the agreed overdraft limit will be charged at 7% over the appropriate Currency Base Rate. We will continue to charge the appropriate interest rate until there is a cleared credit balance on your account or until the cleared balance on your account is back within your agreed limit.
- 7.12 Our Standard Overdraft Rate may vary for the reasons set out in clause 11.1 and is on display in all our branches. We will tell you about changes to the Standard Overdraft Rate in the ways set out in clause 11.1. Our Currency base rates can vary from day to day as market rates change. Please ask your branch for details of the current rates.
- 7.13 As well as charging interest under clause 7.10, we may also charge our applicable fee for reviewing overdrafts not

agreed in advance on each occasion that your Bank Account goes overdrawn, or further overdrawn, without an agreed overdraft. We may also charge this fee when your Bank Account goes over, or further over, any agreed overdraft limit. This fee is to cover our management and administration costs (see the relevant price list for details of the fee).

- 7.14 You should not borrow on your Amanah Bank Account. If your Amanah Bank Account goes overdrawn, or further overdrawn, we will charge you an overdraft review fee to cover our management and administration costs (see the relevant price list for details of this fee). Debit interest is not applicable to Amanah Bank Accounts.
- 7.15 As well as charging interest under 7.10, and the applicable fee as set out under clause 7.13 above, if we pay a cheque which has been guaranteed by your Maestro debit card or a Maestro transaction you have made and, as a result, your Bank Account goes overdrawn or goes overdrawn without an agreed overdraft limit or over any agreed overdraft limit, we may also charge you our guaranteed payments fee (see the relevant price list for details of this fee). This fee will also apply if we pay a cheque guaranteed by your Maestro debit card or a Maestro transaction you have made and as a result your Amanah Bank Account goes overdrawn.
- 7.16 Before we deduct interest as set out in clauses 7.10 and 7.12 and/or charges as set out in clauses 7.13 – 7.14 above from your account, we will give you at least 14 days' notice of how much we are going to deduct.
- 7.17 When your account is overdrawn within an agreed overdraft limit, we will still expect you to make regular payments into your account. Please let us know if you are unable to do this.
- 7.18 Every day, we will work out the interest you owe (if applicable) on the cleared debit balance of your account. It will be deducted from your account either monthly or quarterly (or half yearly for Foreign Currency Accounts other than those in euro – interest on euro accounts will be deducted quarterly) and depending on the terms we have agreed with you, or if we have to make demand.
- 7.19 Unless we have agreed other terms with you in writing, we may at any time end your overdraft limit and demand that you pay any money you owe us immediately.
- 7.20 If any accounts you hold with us are in credit, we may use them to reduce or repay any amounts you owe on other accounts you hold with us anywhere in the same name (including any card accounts and any joint accounts) whether or not those accounts are in the same currency. If we do so, we will tell you why and when it was done.

## **8 Responsibility for borrowing**

### **8.1 Accounts in your sole name**

You are personally responsible for any money you owe us, whether this arises from your own actions, from the actions of someone authorised by you, or from the use of any card we have issued to you.

### **8.2 Joint accounts**

8.2.1 All of you are together and individually responsible for any money owed to us on the joint account. We may demand repayment from all and any of you for any money owing on the account. Please also see 2.1.

8.2.2 Where any of you also has an account with us in your sole name, and that account has a credit balance, we can set-off

these monies against any money owing to us on the joint account even if the accounts are in different currencies and/or jurisdictions. (Please also see clause 7.20).

### 8.3 **Financial difficulties**

If you have difficulty in repaying us, please let us know as soon as possible. The Banking Code contains useful guidelines to help you. You can obtain a copy from any of our branches or by telephoning us. Please note that the Banking Code does not usually apply to customers holding offshore accounts.

## 9 **Cards**

These terms cover the use of a debit card (Maestro or Solo) and a savings card, or a Basic Bank Account card. All cards can be used to withdraw cash from our self-service machines in the UK, the Channel Islands and the Isle of Man and from self-service machines abroad operated by most members of the HSBC Group. Please ask us for further details.

Debit cards, savings cards and Basic Bank Account cards may only be used to withdraw cash from self-service machines in the UK, the Channel Islands and the Isle of Man operated by other financial institutions if such machines display the LINK logo at our complete discretion. We will advise you if you are able to use your card in this way when you open your account. Debit cards can be used to withdraw cash from self-service machines abroad operated by other financial institutions if such machines display the Cirrus or Maestro logo. Please see clause 9.2.5 regarding charges for using such machines.

Maestro and Solo debit cards can be used to pay for goods and services with retailers and other suppliers displaying the appropriate Switch/Maestro or Solo logo in the UK, the Channel Islands and the Isle of Man or the Maestro logo abroad. Maestro debit cards can also be used to guarantee your cheques (in the UK, the Channel Islands and the Isle of Man only) but Solo cards cannot. If you have a debit card with only one or some of these functions or if you have a savings card or a Basic Bank Account card only the relevant parts of the terms and conditions in clause 9 will apply. You may use your card to obtain the services mentioned in clause 9 and any other service we may provide you from time to time. All these services will be subject to such additional terms and such charges as we may notify you.

### 9.1 **Issuing a card and Personal Identification Number (PIN)**

9.1.1 If we accept your application for an account on which a card is issued or if we are replacing or renewing a card, we will issue you with a card suitable for use with the account. On our Bank Account and Amanah Bank Account, we issue Maestro or Solo debit cards. We normally issue Solo debit cards to customers aged 16 and 17, but we may at our discretion issue Maestro debit cards. On our Basic Bank Account we issue Solo or Basic Bank Account cards at our complete discretion. On our Instant Access Savings Account and our Morrisons Bonus Savings Account, you can apply for a savings card if you are 11 years of age or over. We do not currently issue cards on High Interest Savings Accounts or HSBC *Premier* Savings Accounts. However, we reserve the right to issue you with a card to use with these accounts in the future on such terms and conditions that we may advise you of.

9.1.2 If you request us to, or we issue you with, a replacement card before your existing card's expiry date, eg, on a change

of a name, you will only be able to use your existing card for 30 days after the date we send you your replacement card. You can change your PIN, but not within the 30 day period before the expiry of an existing card or at any time between the order and receipt of a replacement card.

- 9.1.3 We will issue you with a PIN. We will not reveal your PIN to anyone but you. You can use your PIN with your card for withdrawing money and using other services available from self-service machines. You may also be asked by a retailer or other supplier to enter your PIN into a secure PIN pad when you pay in person for goods and services with your Maestro or Solo debit card. Please also see clauses 9.6 and 9.11.
- 9.1.4 If your account is in joint names, these terms apply to each one of you issued with a card. We can only issue a card to any one of you if that person is authorised by all of you to operate the account alone. Please also see clause 9.2.6.
- 9.2 **Your card and your account**
- 9.2.1 You authorise us to deduct from your account the amount of any withdrawal, transfer or other transaction carried out by use of your card (with or without use of your PIN) or by use of your debit card details. You also authorise us to carry out any instructions given by use of your card whether or not you have given or authorised such instructions. However, your liability for withdrawals, transfers and other transactions which have not been made or authorised by you will be limited in the way set out in 9.4.
- 9.2.2 You must not use your debit card to borrow from us on your Bank Account unless you are 18 or over and an overdraft has been agreed separately. You must not use your debit card to borrow from us on your Amanah Bank Account. You must not use your Solo debit card or your Maestro debit card (if applicable) to borrow on your Bank Account if you are aged 16 or 17. You must not use your Basic Bank Account card or Solo debit card to borrow on your Basic Bank Account. You must not use your savings card to borrow on your Instant Access Savings Account or your Morrisons Bonus Savings Account. If your account goes overdrawn or, for Bank Accounts held by customers who are 18 and over, it goes overdrawn without an agreed overdraft or goes over any agreed overdraft limit, we may charge interest (if applicable) at our Standard Overdraft Rate. We may also/alternatively charge our applicable fee for overdrafts not agreed in advance. Please also see clauses 7.10, 7.12 and 7.13.
- 9.2.3 When we decide whether or not to make or authorise a payment from your account, we will take into account all payments that we have authorised, made or agreed to make from your account whether or not those payments have actually been deducted from your account, (for example, card transactions).
- 9.2.4 You must not use your card after the end of the month when it expires as stated on your card or after we have asked you to return it to us or given you notice that its use is suspended.
- 9.2.5 We will charge for the use of your card at such rates, if any, as we may publish in our relevant price list or brochure or agree with you from time to time. If other financial institutions make additional charges for your use of their self-service machines, their additional charges will also be payable by you. We may also charge for the issue and renewal of your card. You authorise us to deduct all such charges from your account.

- 9.2.6 If your account is a joint account, we may continue to deduct from your account the amount of any card transaction, even if the joint account mandate is cancelled, until all cards issued in relation to the account and any unused cheques have been returned to us.
- 9.2.7 You can obtain details of the balance and available balance on your account from some of our self-service machines in the UK and in the Channel Islands and Isle of Man by using your card. We would also refer you to clauses 2.5 and 5.2.
- 9.3 **Looking after your cards and PIN**
- 9.3.1 **You must take all reasonable precautions to prevent fraudulent use of your cards or your debit card details. These include but are not limited to:**
- signing each card as soon as you receive it, if it has a signature strip on the back; and
  - keeping your debit card apart from your cheques; and
  - keeping your cards safe; and
  - not allowing anyone else to use your cards or your debit card details; and
  - not disclosing the card numbers except when using the cards to make payments; and
  - complying with clause 9.6.2 for using debit cards to make payments through the Internet; and
  - calling us on **08456 007 010** as soon as you can under clause 9.3.2; and
  - not interfering with any magnetic stripe or integrated circuit (chip) in the card; and
  - complying with all reasonable instructions we issue regarding keeping your card and debit card details safe.
- 9.3.2 If any of your cards are lost, stolen, or no longer in your possession, or if you know or suspect that someone has used or tried to use any of your cards or that someone else knows your PIN or that your debit card details are likely to be misused, please tell us as soon as you can by calling our emergency 24 hour telephone number on 08456 007 010, if you are calling us from abroad call +44 1442 422 929 or contact the international operator. Customers who are deaf or have a speech impairment can use our Textphone Service on 08457 125 563 (+44 1792 494 394 if calling from abroad) if they have access to a Textphone. We may ask you to confirm the position in writing to your branch or to the following address:  
**Lost and Stolen Card Services, Chartwell House,  
 365 Chartwell Square, Southend-on-Sea SS99 2UU.**
- 9.3.3 You must co-operate with us and the police in recovering your card if it is lost or stolen. We may also disclose information about you or your account to the police or other third parties if we think it will help prevent or recover losses.
- 9.3.4 If you find your card after having called us under 9.3.2, you must not use it again. You must cut it into at least six pieces and return it to us immediately.
- 9.3.5 **If we have issued you with a PIN, you must take all reasonable precautions to prevent fraudulent use. These include but are not limited to:**
- destroying the PIN advice immediately after receipt; and
  - never writing your PIN on your card or any other item normally kept near your card; and
  - never writing your PIN in a way that can be understood by someone else; and

- if you change your PIN to a number which is more familiar to you, not choosing numbers that may be easy to guess, eg, 1234, 4444, your date of birth or your telephone numbers; and
- shielding the key pad at self-service machines or the secure PIN pad at premises of retailers or other suppliers when entering your PIN and undertaking transactions; and
- never telling your PIN to anyone else, not even to the police or to any member of our staff; and
- not disclosing your PIN for mail order payments or when paying for goods and services over the telephone or through the Internet; and
- telling us immediately if you suspect someone else knows your PIN by calling us on 08457 404 404 (textphone 08457 125 563); and
- complying with all reasonable instructions we issue regarding keeping your PIN safe.

9.3.6 You should keep your debit card receipts in a safe place so that you can check transactions made with your debit card against your statement entries before disposing of them carefully. Upon disposal, you should ensure the debit card details cannot be read.

#### 9.4 **Liability for unauthorised transactions**

##### 9.4.1 **Our liability**

We will be responsible for any money lost due to unauthorised transaction(s) unless you are liable under clause 9.4.2 below. We will add back to your account any amount deducted including any related interest (if applicable) and charges. We will have no further liability to you. You must, however, inform us under clause 9.3.2 above as soon as you know that your card has been lost, stolen, is no longer in your possession or if you know or suspect that someone has used or tried to use any of your cards or that someone else knows your PIN or that your debit card details are likely to be misused.

You must also co-operate with us and the police in our efforts to investigate any unauthorised transactions you report on your account. If you are asked to report any unauthorised transactions to the police, this must be done within 7 day's of instruction.

##### 9.4.2 **Your liability**

You will be responsible, without limit, for all losses if we can show that you have acted without reasonable care, which includes not complying with clauses 9.3.1 or 9.3.5, so as to facilitate an unauthorised transaction, or that you have acted fraudulently. Your liability may also be limited by law.

#### 9.5 **Returning your card and suspending its use**

9.5.1 You can return your card to us at any time. Please cut it into at least six pieces.

9.5.2 We may ask you to return your card to us or suspend its use at any time but we will normally give you prior notice unless we have a valid reason for not doing so, eg, if we consider that your card or account has been or is likely to be misused or if you have an overdraft not agreed in advance or if you have broken the terms of any contract with us. We may continue to deduct from your account the amount of any withdrawal or other card transaction (and any charges incurred) made by you but not deducted prior to return or suspension and which are paid by us after return or suspension.

## 9.6 Using your debit card

9.6.1 If your debit card has the relevant function, you may use it to make payments to retailers and other suppliers displaying the Switch/Maestro or Solo logo in the UK and in the Channel Islands and Isle of Man or the Maestro logo abroad. The retailer or other supplier may also allow you to obtain cash from them using your Maestro or Solo debit card.

You may be required to sign a sales voucher or order form showing the number and other details of your Maestro or Solo debit card. You may, alternatively, be required, if you are making a payment by your Maestro or Solo debit card, to enter your PIN into a secure PIN pad at the premises of a retailer or other supplier.

The retailer or other supplier may accept your instructions to make payments using your debit card over the telephone or by mail order if you give them the number and other details of your card. The retailer or other supplier may ask for additional identification from you before agreeing to accept payment from you by way of your debit card. You should not disclose your PIN to them.

9.6.2 You may use your Maestro or Solo debit card to pay for goods and services through a variety of different channels, eg, the Internet, telephone or television. We strongly recommend the use of 'secure payment' sites and software when sending your card details over the Internet. You should not disclose your PIN when paying for goods and services through the Internet, over the telephone or via the television.

9.6.3 We will make or authorise a payment but if you do not have available cleared funds or an overdraft facility on your Bank Account/Foreign Currency Current Account to cover the payment we may refuse to do so. Our making or authorising a payment does not necessarily mean that we have checked that you have cleared funds or an overdraft facility available. Please see clause 9.2.3 below and also clause 5 about the clearing of cheques and cash.

We may refuse to authorise a payment if we consider that your card or account has been or is likely to be misused, or for fraud prevention purposes. As part of our decision-making process and in an effort to minimise the misuse of cards, we may from time to time refer an authorisation request back to the retailer for further information. This may result in you being asked to produce further means of identification. This may also be done on a random basis for fraud prevention purposes.

9.6.4 You cannot stop a debit card payment but a retailer or supplier may make a refund. We will credit your account when we receive their instructions. We cannot be responsible for any delay in receiving such instructions.

9.6.5 We will not be liable for any loss if any retailer or other supplier refuses to accept your card or if you cannot for any reason or purpose use your card at a point of sale.

9.6.6 We will normally deduct from your account the amount of any payment made in the UK and in the Channel Islands and Isle of Man on the first working day following the transaction.

9.6.7 We will convert the amount of any payment made in a currency other than sterling into sterling at our applicable exchange rate on the day we receive details of the payment in the UK and in the Channel Islands and Isle of Man. Details of transaction/commission charges are available at



any of our branches. We will normally deduct from your account the amount of such payments and any charges within seven working days.

#### 9.7 **Self-service machines**

9.7.1 You can use your card in our self-service machines. We may ask you to enter your PIN in order to use our self-service machines.

9.7.2 Cash withdrawals in the UK, the Channel Islands and the Isle of Man and any charges that are payable under clause 9.2.5 will normally be deducted from your account on the same day. We will allow cash withdrawals but if you do not have sufficient cleared funds or an overdraft facility on your Bank Account to cover the withdrawal, we may refuse the withdrawal. Our allowing a cash withdrawal does not necessarily mean that we have checked that you have cleared funds or an overdraft facility available. Please also see clause 9.2.3.

9.7.3 We will convert the amount of any cash withdrawal made in a currency other than sterling into sterling at our applicable exchange rate on the day we receive details of the withdrawal in the UK and the Channel Islands and the Isle of Man. We charge 1.5% (minimum £1.75) for withdrawing cash from overseas cash machines. Foreign currency exchange rates appear alongside each transaction on your statements inclusive of an exchange rate adjustment (maximum 2.75%) which covers our handling costs and any card processing fees. We will normally deduct from your account the amount of such withdrawals and any charges within five working days.

9.7.4 You can pay cash and cheques into your account through some of our self-service machines. Over the course of the next two years, we will be introducing new self-service machines into some of our branches that will provide additional services including the ability to make bill payments from certain account(s).

9.7.5 We will do everything we can to ensure that our self-service machines are working at all times. We will be responsible for any money lost if there is a fault on one of our self-service machines of which we have not notified you by a message on the screen or a notice on the machine, but we may change the availability of our machines at any time without notice.

If we have notified you as above, we will not be liable for any loss if our self-service machines are not in operation.

9.7.6 We will not be liable for any loss if any other financial institution refuses to accept your card or if you cannot for any reason or purpose use your card in a self-service machine operated by another financial institution in the UK, the Channel Islands and the Isle of Man or abroad.

#### 9.8 **Cheque guarantee – UK, the Channel Islands and the Isle of Man**

9.8.1 If you issue a cheque in the UK, the Channel Islands or the Isle of Man supported by the Maestro debit card which is issued on the account upon which the cheque is drawn and which displays a Cheque Guarantee logo, we guarantee that we will pay the cheque if:

- you have issued and dated the cheque before the expiry date on the card; and
- the amount of the cheque does not exceed the limit shown on your card; and
- the cheque is signed by you in the presence of the person to whom it is payable; and

- the signature on the card and the cheque are the same; and
- the card number is written on the back of the cheque by the person to whom it is payable; and
- the card has not been altered or defaced; and
- it is a cheque supplied by us and the 6 digits in the top right corner of the cheque also appear on the card; and
- the cheque is dated with the actual date of issue.

9.8.2 If you use a cheque encashment service, then the following additional terms apply:

- the number of guaranteed cheque encashments where made with the support of your card is limited to one cheque per account per day; and
- the correct day square on the frequency page at the back of your cheque book must be cancelled effectively by the cashier; and
- the cheque must be delivered to the bank of the encashment service provider no later than three days after the date on which the cheque is received by the encashment service provider (for these purposes, weekend days and bank holidays and the day the cheque is received by the encashment service provider are not counted).

9.8.3 You cannot stop a cheque guaranteed by your Maestro debit card.

9.8.4 Only one cheque may be guaranteed in any single transaction.

## 9.9 **Card transfers**

All cards can be used in our self-service machines in the UK and in the Channel Islands and Isle of Man to make transfers. You may use your debit card to make transfers between your Bank Account(s)/Amanah Bank Account(s), and between your Bank Account(s)/Amanah Bank Account(s) and your Instant Access Savings account(s)/Morrisons Bonus Savings Account(s)/HSBC Premier Savings Account. You may use your savings card to make transfers between your Instant Access Savings Account(s)/Morrisons Bonus Savings Account(s) and your Bank Account(s), Amanah Bank Account(s), or Basic Bank Account. You can use your Basic Bank Account card to make transfers between your Basic Bank Account and other accounts you hold with us. We will normally deduct or add transfers from and to your accounts on the same day.

## 9.10 **Basic Bank Accounts**

Basic Bank Account customers are able to use their Basic Bank Account card/ Solo debit card as appropriate and their PIN at all Post Office® branches in England, Wales, Scotland and Northern Ireland to withdraw cash from their Basic Bank Account and for such other purposes (if any) as may be advised from time to time by branch notice. Basic Bank Account customers will be requested to hand their Basic Bank Account card/ Solo debit card to the Post Office® branch member of staff at the counter and tell that person how much they want to withdraw from their Basic Bank Account. The amount requested will be shown on the PIN pad at the counter. Customers should then enter their PIN to confirm the amount of the withdrawal. They will then have their card returned to them by the Post Office® branch member of staff. We reserve the right to withdraw or change any services provided to Basic Bank Account customers by Post Office Ltd from time to time.

We will tell you about changes on our Rates and Charges Notice in our branches, in the national press or personally (including statement messages). We will tell you when the changes come into effect. If the change is to your disadvantage, we will give you 30 days' notice by post before we make the change. We may make any other change immediately and tell you about it within 30 days. You may, at any time up to 60 days from the date we tell you of a change to your disadvantage, switch your account or close it. You will not have to pay any additional charges or interest for doing this during this period. Basic Bank Account customers must have a PIN (see clause 9.1 above) to be able to use their Basic Bank Account card/ Solo debit card at Post Office® branches. Post Office Ltd are acting as our agents in providing the above service to Basic Bank Account customers. As such, they will not be able to give financial or banking advice to our customers about their account or about our business, products or services. Further, they will not be responsible for our dealings with you and your account. Note: The Post Office® is a registered trade mark of Post Office Limited in the UK and other countries.

#### 9.11 **Maestro and Solo chip and PIN debit cards**

If you have a Maestro debit card, this will be replaced over the course of the next year with a Maestro chip and PIN debit card. If you have a Solo card, this will be replaced over the next two years with a chip and PIN Solo card. All the features of your Maestro or Solo debit card will remain the same. However, once you have your new card, retailers or other suppliers may ask you to enter your PIN into a secure PIN pad at their premises when you pay for goods and services using this card rather than signing a sales voucher or order form.

**You will not be able to use your old Maestro or Solo card 30 days after we have issued you with your new chip and PIN card.**

### 10 **Telephone Banking**

The terms and conditions set out in 10 cover our Telephone Banking Service but do not apply to calls between you and your branch. They apply to your use of the Telephone Banking Service in respect of accounts held solely or jointly by you and/or any accounts of a third party which you are authorised by the account holder to operate eg, because they have signed a third party mandate giving you such authority or granted you a Power of Attorney. If you use the Telephone Banking Service to operate any accounts of a third party, you agree to do so only if, and to the extent that you, are authorised to do so by the account holder.

#### 10.1 **Telephone Banking Service**

- 10.1.1 When you telephone us on the number printed on your statements and cheques or on such other numbers as we tell you, your call will automatically be put through to our automated Telephone Banking Service. Our automated Telephone Banking Service is not available for text telephone calls. When you contact us using a text telephone, your call will be put through to our Customer Service Centre as your first point of telephone contact.
- 10.1.2 To use our automated Telephone Banking Service, you will need to use a touch tone telephone and a security number. Full details of our automated service are available from any of our branches.

- 10.1.3 Our automated Telephone Banking Service will enable you to:
- obtain the balance (see clause 2.5 for what this means) on your account; and
  - obtain details of your most recent transactions; and
  - give us instructions to transfer money between certain of your accounts and to your HSBC Bank credit card; and
  - speak with a Customer Service Representative to give us instructions to pay a bill or transfer money to another person's account (please also see clause 4.1); and
  - speak with a Customer Service Representative in relation to other enquiries. Please also see clauses 4.1 and 10.1.7.
- 10.1.4 Instructions for transfers and other payments are accepted subject to clause 4.1.
- Transfers and bill payments (except as set out in the paragraph below) to HSBC Bank plc accounts will be processed immediately seven days a week. Instructions to transfer funds, or to pay a bill, to a non HSBC Bank plc account or bill payments to some large companies with HSBC Bank plc accounts, eg, some utility and finance companies, given before 8.00pm on Monday to Friday will be processed by us on the same day. Instructions given after 8.00pm on Monday to Friday, at a weekend or on a public holiday will be processed and payment made by us on the next working day, but we will immediately deduct the amount of the payment from your balance and your available balance. The payment will show as being made on the next working day on your paper statement.
- 10.1.5 You cannot make any transfer or other payment if the operation of your account has been restricted by us. You cannot make transfers or other payments from accounts on which you must give us notice to withdraw or transfer money. For details of any restrictions on your account or details of the accounts between which you can make transfers and from which you can make payments, please contact us.
- 10.1.6 Please note that for loans, the balance we give over the telephone will not be the amount which is payable if you wish to repay the loan early. If you require this, please ask us by telephoning or writing to us and we will send you details in the post.
- 10.1.7 You may speak with a Customer Service Representative to give us certain instructions by telephone in relation to accounts and services provided by us and we can also provide you with information about your account. We may also call you to discuss matters relating to your account.
- 10.1.8 By registering a security number with us or by using our Telephone Banking Service or by speaking to a Customer Service Representative, you agree that the terms and conditions in clause 10, apply to telephone calls between you and us using our Telephone Banking Service in relation to all accounts and services which we provide or may provide to you now or in the future.
- 10.1.9 If you have set up a password with us and wish to use our automated Telephone Banking Service, you will need to contact us to convert your password to a security number. Please also see clause 10.2.7.
- 10.1.10 To ensure that we carry out your instructions accurately, to help us to continually improve our service and in the interests of security, we may monitor and/or record your telephone calls with us. Our recordings shall be and remain our sole property.

## 10.2 Security

- 10.2.1 When you call Telephone Banking, you will be asked to enter, using the buttons on your telephone keypad, the appropriate account information followed by your date of birth and two digits from your security number.
- 10.2.2 If we are unable to identify you through entries on your telephone keypad, or if you are using a text telephone, you will be transferred to our Customer Service Centre who will take you through our security procedures in order to identify you as our customer. We may not be able to assist you if we decide that we are unable to identify you as our customer using our security procedures.
- 10.2.3 If you have registered on our computer system a security number or a password of between 6 and 10 digits, we will ask you to confirm two of those digits and answer another question or other questions about your personal security details.
- 10.2.4 If you have not registered a security number or password, we will ask you a number of questions based on information known to us about you and the transactions on your account.
- 10.2.5 **When we call you, we will never ask for details of your security number or password.** We will ask you questions based on information known to us about you and the transactions on your account which will enable us to identify you as our customer.
- 10.2.6 If you use a text telephone for telephone conversations with us, you will be responsible for deleting the information held on your telephone at the end of each conversation.
- 10.2.7 **If you register a security number or password with us, you must take all reasonable precautions to prevent breaches of security. These include but are not limited to:**
- not choosing numbers or passwords that may be easy to guess, eg, 123456, 444444, your date of birth, your telephone numbers, abcdef, bbbbbb, your name or your address; and
  - not disclosing your security number or password to anyone else except to register or reset it, and not disclosing more than two digits from it to our staff when you call us; and
  - not telling anyone else that your personal security details are used in relation to our Telephone Banking Service; and
  - taking care not to be overheard when confirming security details to us; and
  - never making a record of your security number or password and/or other personal security details in a way that can be easily understood by someone else; and
  - telling us immediately by telephoning us on 08457 404 404 (textphone 08457 125 563) if you know or suspect that an unauthorised call has been made to our Telephone Banking Service or that someone else knows your security number or password and/or that your other personal security details are used for our Telephone Banking Service; and
  - complying with all reasonable instructions we issue regarding keeping your personal security details safe.
- 10.2.8 We will ask you to co-operate with us and the police in trying to recover any losses which result from us having acted on instructions which you later tell us were not given by you or with your authority. We may also disclose information about you or your account to the police or

other third parties if we think it will help prevent or recover losses.

10.2.9 For security reasons, you should not use cordless or mobile telephones operating on an analogue network to telephone us. We are not responsible if any one else intercepts or overhears any telephone conversation between you and us.

10.2.10 From time to time, we may make other services controlled by a security number or password, such as Internet Banking, available to you on such terms and conditions as we notify you at the time you apply for such services.

### 10.3 **Your instructions**

10.3.1 Once we have gone through our security procedures, we can act on any instructions given to us including payments of money from your account, even if these instructions were not given by you or with your authority. However, your liability for transactions or instructions, which have not been authorised by you will be limited in the way set out in clause 10.3.2.

10.3.2 Unless you are liable to us under clauses 10.3.3 or 10.3.4, we will be liable for any losses if instructions are not actually given by you or with your authority. We will add back to your account the amount of the unauthorised transaction in the above circumstances including any related interest (if applicable) and charges. We will have no further liability to you.

10.3.3 However, you will be liable for all losses (including the amount of any transaction carried out without your authority) if we can prove that you have acted without reasonable care, which includes not complying with clause 10.2.7, so as to facilitate an unauthorised transaction or that you have acted fraudulently.

10.3.4 Once you have told us that you know or suspect that an unauthorised call has been made to our Telephone Banking Service or that someone else knows your security number or password or that your personal security details are used for our Telephone Banking Service, you will not be responsible for any unauthorised instructions carried out after we have had a reasonable time to put additional security measures in place except if we can prove that you have acted fraudulently.

10.3.5 We may refuse to carry out any instructions if they involve a transaction exceeding a particular value or if we feel there is a reason to do so, such as a suspected breach of security. We will notify you of our refusal.

### 10.4 **Joint accounts**

If your account is a joint account, we will follow any instructions given to us using our Telephone Banking Service by **any one** of you **even if any joint account mandate requires the authority of more than one of you** and we may deduct from the account the amount of any transaction carried out in accordance with such instructions. This clause overrides the mandate.

### 10.5 **Termination, suspension and changes**

10.5.1 We may terminate or suspend any part of our Telephone Banking Service at any time. We will try to inform you in advance but it may not always be possible to do so.

10.5.2 We may vary, amend or add to our Telephone Banking Service, including the introduction of new types of instructions which may be given, on our Rates and Charges Notice in our branches or by post (which includes statement messages) or through our Telephone Banking

Service. Any such variations, amendments and additions will apply from the date stated in the notice. If any variation or amendment is to your disadvantage when compared with our current Telephone Banking Service, we will give you 30 days' notice by post before we make the change. We may make any other change immediately and tell you about it within 30 days. If we make a disadvantageous change, without giving us any notice you may, at any time up to 60 days from the date we tell you of the change, switch your account or close it. You will not have to pay any additional charges or interest for doing this during the period.

## 11 Credit interest (not applicable to all accounts)

- 11.1 You will receive interest, if any, at the rate(s) applicable to your account. All our rates will be published in our branches. We may, at our discretion vary our interest rates (and the bonus interest rate on Morrisons Bonus Savings Accounts) at any time for one or more of the following valid reasons:
- 11.1.1 following, or in anticipation of, a change in relevant law, regulation, code of practice or guidance or general banking practice;
- 11.1.2 to reflect the making of a recommendation, requirement or decision of any court, ombudsman, regulator or similar body;
- 11.1.3 to reflect any change in the base rate, or any rate that replaces it, as set by the Bank of England or by any Bank that takes over responsibility for setting such a rate;
- 11.1.4 to reflect any change or anticipated change in interest rates charged by other major banks or financial institutions in the UK;
- 11.1.5 to reflect changes or anticipated changes in costs associated with changes in relevant market conditions, changes in technology, changes in the costs we pay to others, changes in inflation and/or changes in accounts, services or facilities we provide;
- 11.1.6 to reflect our internal policies on competitiveness, market share and/or profitability of our business as a whole, or, in respect of a particular product or service;
- 11.1.7 to reflect any changes or anticipated changes in money market interest rates or the cost to us of money we lend;
- 11.1.8 to reflect any reorganisation of our business by it being acquired by or by our acquiring another bank or organisation (so that customers with similar products can be treated in the same way);
- 11.1.9 to reflect any event beyond our control;
- 11.1.10 to reflect any other similar valid reason.

We will tell you about interest rate changes that affect you (and the bonus interest rate on Morrisons Bonus Savings Accounts) by:

- telling you personally within 30 days of the change (which includes statement messages); or
- within three working days of the change, giving you notice in our branches and the national press (usually in the Daily Mirror, Daily Mail, Daily Telegraph). So that you can compare rates, our newspaper notices will show the old and new interest rates. Information about our current rates is available by telephoning us on 08457 404 404 (Textphone 08457 125 563) and speaking to a Customer Service Representative (see 10) or on our Internet website [www.hsbc.co.uk](http://www.hsbc.co.uk) or by asking a member

of staff in our branches. When we change the interest rates on your account we will update the information at our Customer Service Centre and our website within three working days. The old rates will also be available to help you compare rates.

- 11.2 We calculate interest on the daily cleared balance and pay it monthly on our Bank Account and according to your instructions either monthly or once a year (in January) on our Instant Access Savings Account, High Interest Savings Account, and HSBC *Premier* Savings Account. You are not entitled to interest on your Basic Bank Account or Amanah Bank Account.
- 11.3 No interest is payable on a Foreign Currency Current Account. We may at our discretion vary our interest rate(s) on Foreign Currency Instant Access Savings Accounts at any time, which can be from day to day as market rates change. Less or even no interest may be payable if market rates fall but more interest would be payable if they rise. You can obtain details of the current interest rate at any time by asking your local branch or calling us on 08457 404 404 (textphone 08457 125 563). We calculate interest on the daily cleared balance and pay it half-yearly in June and December for Foreign Currency Instant Access Savings Accounts (or quarterly in March, June, September and December for euro accounts).
- 11.4 Morrisons Bonus Savings Account customers will receive interest at the same rate as is paid on the smallest credit balances on our Instant Access Savings Accounts. We calculate interest on the daily cleared balance on your account and pay it in December each year. You will also receive bonus interest for each bonus year at the bonus rate provided that, during that bonus year, you do not close your account and there are no more than two withdrawals or transfers made from your account. If, either your account is closed or more than two withdrawals or transfers are made from your account during a bonus year, no bonus interest is payable that bonus year. If you open an account during a bonus year, bonus interest is payable for the remainder of that bonus year. A bonus year begins on 1 December in each calendar year and ends on 30 November in the following calendar year. We calculate bonus interest on the daily cleared balance (if any) on your account during each bonus year and pay it during December for the bonus year that ended on 30 November in that calendar year.
- 11.5 We will pay you interest (including bonus interest on Morrisons Bonus Savings Accounts) after deduction of tax at the applicable rate. Under existing UK law, starting and basic rate tax payers have no further liability to UK tax. Account holders who are resident and ordinarily resident in the UK may receive interest gross, that is without deduction of tax, if they are eligible and an Inland Revenue form R85 can be completed, signed by them and returned to us. The eligible party must be 16 years of age or over with a total income below the annual tax free personal allowances limit and they must hold the account for their own benefit. For joint accounts, if all parties are not eligible to receive interest gross, we can pay the interest part gross and part net if we hold a valid form R85 for the party who is eligible. Interest may also be paid gross where the account holder is a child under 16 years of age or the account is held by another person for the benefit of a child under 16 years of age, if the child is resident and ordinarily



resident in the UK provided that the child has a total income below the annual tax free personal allowances limit and an R85 is signed by the child's parent or legal guardian. The child will have to sign a new R85 when they reach 16 years of age. If we pay interest with tax deducted in the current tax year before we process an R85, the tax will be refunded directly to the account to either the beginning of the tax year ie, 6 April or when the last section 352 certificate of tax deducted was issued, whichever is the later.

- 11.6 If all persons for whose benefit the account is held are not ordinarily resident in the UK, they may receive their interest gross if they are eligible and an Inland Revenue form R105 can be completed, signed and returned to us. Any interest paid before we are able to process an R105 must be paid after deduction of tax at the applicable rate. If you ask the Inland Revenue, they will tell you if you are entitled to recover this tax. Please contact us if you want more information or to obtain copies of the appropriate forms.
- 11.7 We will automatically pay interest gross if you hold your account at one of our branches in the Channel Islands or the Isle of Man.

## 12 Closing your account

- 12.1 If you wish to close or switch your account, at any time, you or all of you (for joint accounts) must tell us in writing or via our Internet Banking Service. You will not be charged for closing or switching your account but see clause 13.1 which refers to transfers and withdrawals of money. We will not close your account until you have returned all cards we have issued to you on the account having cut them into at least six pieces and any unused cheques.
- 12.2 Additionally, for a period of 14 days after the date we open your account, you have the right to cancel your contract with us by closing your account. If you want us to we will help you switch accounts. For applications completed by telephone, this period will start from the date you receive the terms and conditions in the post. You can tell us you want to close your account by writing to us at PO Box 757, Hemel Hempstead, HP2 4SS, or via our Internet Banking Service. We will ignore any additional charges and any notice period that applies to your account. If you have a joint account, all of you must tell us and, however you do so, you must clearly indicate that you wish us to close your account.
- 12.3 We may require you to repay any money owed to us, including the amount of any cheques you have issued, card transactions you have made and which are paid by us after closure, and any charges incurred.
- 12.4 If we wish to close your account, we will give you at least 30 days' notice in writing unless there are circumstances which justify us in closing the account on earlier notice. We will repay any credit balance and we may require you to repay any money owed to us, including the amount of any cheques you have issued, card transactions you have made and which are paid by us after closure and any charges incurred. You should also return any cards we have issued to you on the account having cut them into at least six pieces and any unused cheques. For Basic Bank Accounts, please also see 7.8.

### 13 High Interest Savings Account

- 13.1 You must give us 60 days' notice to withdraw or transfer money from your account. If you do not give us the required 60 days' notice, we will charge you a sum equal to 60 days' interest on the amount withdrawn, at the interest rate applicable to your account at the date of withdrawal. We will cancel your notice if you do not withdraw or transfer the money within 14 days of the end of the notice period. We may change the above charge at our discretion and will give you notice of this in accordance with clause 6.3 above.

### 14 Amanah Bank Account

- 14.1 You must maintain a minimum balance of at least £1,000 in your Amanah Bank Account. We reserve the right to change the minimum balance requirement from time to time at our discretion. We will tell you about changes by our Rates and Charges notice in the Bank's branches, or in the national press, or personally (which includes statement messages). We will tell you when the changes come into effect. If any change is to your disadvantage, we will give you 30 days' notice by post. We may make any other change immediately and tell you about it within 30 days. If we make a disadvantageous change you may, at any time up to 60 days' from the date we tell you of the change, switch your account or close it. Our Amanah Bank Account is not presently available to customers in the Channel Islands and the Isle of Man.
- 14.2 If the balance in your Amanah Bank Account falls below our minimum balance requirement from time to time, then a charge may be applied. We would refer you to clause 6 which also applies to this charge.
- 14.3 Your Amanah Bank Account should only be operated in credit.
- 14.4 No credit or debit interest will apply to Amanah Bank Accounts.

### 15 HSBC Premier, Meridian, Right Track into Study, Right Track into Work, Student, International Student, Gap Year and Graduate Services

- 15.1 If you are eligible, you may apply, or we may automatically provide you with, one of these additional Services on your Bank Account (subject to availability). We will write and let you know if we are going to automatically provide you with one of our Services. We reserve the right to change, withdraw or introduce new Services from time to time. Each Service offers a range of benefits which can include enhanced services, preferential terms, preferential interest rates and/or special promotions on other accounts, goods or services provided by us, other members of the HSBC Group or specially selected third parties. Our Right Track into Study, Right Track into Work, Student, International Student and Gap Year Services are not available on joint Bank Accounts.
- 15.2 We will tell you which benefits are available when you apply or before we provide you with the appropriate Service. We may later change these benefits and any applicable terms from time to time. If you have a Bank Account with the relevant Service at that time, we will tell you about changes on our Rates and Charges Notice in our branches or in the national press or by post (which includes statement messages). We will tell you when the changes come into effect. If the change is to your

disadvantage, we will give you 30 days' notice by post before we make the change. We may make any other change immediately and tell you about it within 30 days. If we make a disadvantageous change, you may, at any time up to 60 days from the date we tell you of the change, switch your account or close it. You will not have to pay any additional charges or interest for doing this during the period.

- 15.3 If, at any time, we consider that you have ceased to be eligible for any of the additional Services on your Bank Account then we may give you 30 days' notice by post that either the additional Service will be withdrawn from your Bank Account or that you are going to be transferred to a different Service.
- 15.4 If you are aged 16 or 17 and have a Bank Account you will automatically be provided with our Right Track into Study Service unless you tell us that you are working in which case you will be transferred automatically onto our Right Track into Work Service.
- 15.5 If you have our Bank Account and Right Track into Study Service, when you reach the age of 18, you will no longer be eligible for our Right Track into Study Service and it will be withdrawn. We will automatically transfer you to our Student Service at this time unless you tell us that you will be taking a Gap Year before starting at university/college or starting work when you finish school. We will automatically transfer you to our Gap Year Service if you tell us you are taking a Gap Year.
- 15.6 If you have our Bank Account and Right Track into Work Service, when you reach the age of 18, our Right Track into Work Service will be withdrawn.
- 15.7 HSBC *Premier* Service customers can call us on 08457 707070 in respect of any enquiries they have in addition to the 08457 404404 number mentioned in these terms.

## 16 Internet Banking

- 16.1 If you apply for Internet Banking or any other banking service provided over an electronic channel which we may make available in the future (together, "electronic channel banking services") then, unless you specifically ask us not to do so, we may:
- provide our electronic channel banking services in relation to your joint account if we have accepted an application for such service from any of you and the service is available for that account; and
  - make information about your joint account available through our electronic channel banking services; and
  - follow any instructions given to us in relation to your joint account using our electronic channel banking services by **any one of you even if any joint account mandate requires the authority of more than one of you** and we may deduct from the account the amount of any transaction carried out in accordance with such instructions. This clause overrides the mandate.
- 16.2 Details of our electronic banking services including the terms and conditions which apply to each service are available if you ask us. Our Internet Banking terms and conditions are also available on our website at [www.hsbc.co.uk](http://www.hsbc.co.uk).
- 16.3 You can obtain details of your balance and available balance on your account via Internet Banking. For what this means please see clause 2.5.

## Section 2 – High Interest Deposit Bonds.

The terms and conditions in this section and in section 4 apply to our High Interest Deposit Bond. They explain our obligations to you and your obligations to us and are additional to any other terms you may agree to in relation to your High Interest Deposit Bond.

We may, at our discretion, change the terms and conditions in this section and in section 4. We will tell you about changes on our Rates and Charges Notice in our branches or in the national press or by post (which includes statement messages). We will tell you when the changes come into effect. We may also agree separate terms with you in writing. If the change is to your disadvantage, we will give you 30 days' notice by post before we make the change. We may make any other change immediately and tell you about it within 30 days. If you make any deposit with us on or after the date of change, you will be taken to have accepted the changed terms and conditions. Deposits made before the date of change will not be affected by any change to your disadvantage. We have the right to decline to accept your money or your application for a High Interest Deposit Bond.

- 1 You should not open a High Interest Deposit Bond if you may require access to your funds before the end of the term. No partial withdrawals of capital are allowed during the term. If you want to withdraw your deposit in full before the end of the term, eg, to meet an unexpected emergency, we will charge you a fee to cover our administration costs and any losses we incur through early withdrawal. We reserve the right to change this fee from time to time although any change will not affect any existing High Interest Deposit Bonds you have.  
**If your deposit is for £50,000 or more, early withdrawal is prohibited.**
- 2 If you do not already have a current or savings account (excluding an ISA) with us, you will have to open one before a High Interest Deposit Bond can be opened for you. Such an account must be kept open for the duration of the High Interest Deposit Bond. The opening of any such account will be subject to our normal account opening criteria and to all terms and conditions in section 1 relating to the account.
- 3 The minimum deposit in a High Interest Deposit Bond is £5,000, the maximum is usually £49,999 although we will consider accepting deposits in excess of this figure at our complete discretion.
- 4 The interest rate you receive is fixed for the duration of the term you have chosen.
- 5 Interest is calculated daily on the cleared balance only. The amount of interest to be paid is determined on the same day in each month as the day when the High Interest Deposit Bond was opened if monthly interest is requested, or on each anniversary of the High Interest Deposit Bond opening if annual interest is requested. If this is not a business day, then the amount of interest to be paid is determined on the next business day. On the following business day, the interest is paid to the account held with us from which your original deposit was taken as nominated on the application form.
- 6 If you apply for a High Interest Deposit Bond at any branch, by using our Telephone Banking Service or by using our Internet Banking Service, the interest rate that will apply to your High Interest Deposit Bond will be fixed at the time you make your application. If you apply for a

High Interest Deposit Bond by posting an application form to us, we will apply our prevailing interest rate on the day we open your High Interest Deposit Bond. **This may be lower than any advertised rate you may have seen before you applied.** Any interest rate that is displayed in branches, advertised in any way or quoted to you before the interest rate is fixed in the ways set out above, may be withdrawn by us at any time without giving notice.

7 We will accept your instructions given in writing or by telephone to transfer money to be deposited from your current or savings account(s) with us into your High Interest Deposit Bond, to transfer money upon the closure or maturity of your High Interest Deposit Bond(s) to your current or savings account(s) with us, to renew deposits or to repay withdrawn deposits. We may act on telephone instructions from you or purporting to be from you immediately and before receipt of any written confirmations.

8 We will pay you interest after deduction of tax at the applicable rate unless interest can be paid gross, that is without deduction of tax. Under existing UK law, starting and basic rate tax payers have no further liability to UK tax. Interest will be paid gross on deposits of £50,000 or more, irrespective of your tax status and you will be responsible for the payment of any tax which may be due. **Please note that early withdrawal is prohibited on such deposits.**

Account holders who are resident and ordinarily resident in the UK may receive interest gross if they are eligible and an Inland Revenue form R85 can be completed, signed by them and returned to us. They must be 16 years of age or over with a total income below the annual tax free personal allowances limit and they must hold the account for their own benefit. If all parties to the account are not eligible to register an R85, we cannot pay the interest part gross and part net for any High Interest Deposit Bond. Interest may also be paid gross where the account holder is a child under 16 years of age or the account is held by another person for the benefit of a child under 16 years of age, if the child is resident and ordinarily resident in the UK provided that the child has a total income below the annual tax free personal allowances limit and an R85 is signed by the child's parent or legal guardian. The child will have to sign a new R85 when they reach 16 years of age. If we pay interest with tax deducted in the current tax year before we process an R85, the tax will be refunded directly to the High Interest Deposit Bond to either the beginning of the tax year ie, 6 April or when the last section 352 certificate of tax deducted was issued, whichever is the later.

If all persons for whose benefit the account is held are not ordinarily resident in the UK, they may receive their interest gross if they are eligible and an Inland Revenue form R105 can be completed, signed and returned to us.

We cannot pay interest part gross and part net for accounts where an R105 form is held. Any interest paid before we are able to process an R105 must be paid after deduction of tax at the applicable rate. If you ask the Inland Revenue, they will tell you if you are entitled to recover this tax. Please contact us if you want more information or to obtain copies of the appropriate forms.

We will automatically pay interest gross if you hold your account at one of our branches in the Channel Islands or the Isle of Man.

- 9 We may withdraw the availability of our High Interest Deposit Bond at any time without giving notice. High Interest Deposit Bonds already opened will continue unaffected.
- 10 You cannot make additions to your initial deposit. You can open more than one High Interest Deposit Bond. Each one will receive interest at the rate applicable at the time of opening.
- 11 Neither you nor any of you (in the case of a joint deposit) can transfer or assign a deposit.
- 12 If you die, we will repay your deposit at the end of the fixed period to your personal representative(s). If your account is held with a branch in the Channel Islands or the Isle of Man, it may be necessary for your personal representative(s) to obtain a Grant of Probate or Representation issued by the authorities in the island where your account is based before releasing any monies in your account to your personal representative(s). If you require information about offshore probate requirements then you should contact the branch where your account is held. If the deposit is made in joint names, we will only make repayment to the surviving depositor(s) or the personal representative(s) of the last survivor.
- 13 Upon maturity, we will repay your High Interest Deposit Bond to a current or savings account held with us, which you must nominate on the application form.
- 14 We will only accept cleared funds to open a High Interest Deposit Bond. Please see clause 5.2 in section 1 regarding clearing credits and cheques. A cheque used as a deposit must be placed in an account held with us until it has cleared. We will then open your High Interest Deposit Bond by transferring the cleared funds. You will receive the interest rate applicable on opening. An acknowledgement of your deposit will be sent to you shortly afterwards.
- 15 If we open a High Interest Deposit Bond with a cheque that is subsequently returned unpaid, we may transfer the funds in your High Interest Deposit Bond back to your current or savings account. You will be liable for the usual charges and/or interest which result on that account. No interest will be paid for the time the High Interest Deposit Bond was opened.

### Section 3 – Money Market accounts

The terms and conditions in this section and in section 4 apply to our Money Market account (including our Foreign Currency Fixed Deposit Account). They explain our obligations to you and your obligations to us and are additional to any other terms and conditions you may agree to in relation to your Money Market Account.

We may, at our discretion, change the terms and conditions in this section and in section 4. We will tell you about changes on our Rates and Charges Notice in our branches or in the national press or by post (which includes statement messages). We will tell you when the changes come into effect. We may also agree separate terms with you in writing. If the change is to your disadvantage, we will give you 30 days' notice by post before we make the change. We may make any other change immediately and tell you about it within 30 days. If we make a disadvantageous change, we will waive the notice period on Notice deposits made or renewed before the date of the change for 60 days from the date of the notice, so that you can switch or withdraw your deposit if you wish. You will not have to pay any additional charges or interest as a result of a switch or withdrawal during this period. Fixed deposits made before the date

of change will not be affected by any change to your disadvantage. We have the right to decline to accept your application to open a Money Market Account or to accept or renew a Money Market deposit.

**The following terms and conditions apply to all Money Market deposits:**

1 If you do not already have a sterling current or savings account with us, you will have to open one before a Money Market Account can be opened for you. Such an account must be kept open for the duration of your Money Market Account. The opening of any such account will be subject to our normal account opening criteria and to all terms and conditions in section 1 relating to the account. To open a Foreign Currency Fixed Deposit Account you must be at least 18 years of age.

2 You may make deposits for a fixed term (Fixed deposit), for a term which is subject to notice (Notice deposit) or for instant access (Call deposit).

For a sterling Fixed deposit, the minimum amount varies with the term as follows:

**Less than seven days £250,000.**

**For seven days and over £50,000.**

For Call and Notice deposits, the minimum amount is £50,000.

We will consider accepting deposits for less than the above minimum amounts at our complete discretion.

3 Fixed deposits can either be made in sterling or in certain foreign currencies (please ask us for further details). For foreign currency deposits a minimum balance of US\$10,000 or currency equivalent is required.

4 We will pay you interest after deduction of tax at the applicable rate unless interest can be paid gross, that is without deduction of tax. Under existing UK law, starting and basic rate tax payers have no further liability to UK tax. Interest will be paid gross on deposits of £50,000 or more which are fixed for less than five years, irrespective of your tax status and you will be responsible for the payment of any tax which may be due. **Please note that early withdrawal of or additions to such deposits are prohibited.**

Account holders who are resident and ordinarily resident in the UK may receive interest gross if they are eligible and an Inland Revenue form R85 can be completed, signed by them and returned to us. They must be 16 years of age or over with a total income below the annual tax free personal allowances limit and they must hold the account for their own benefit. If all parties to the account are not eligible to register an R85, we cannot pay the interest part gross and part net for any Money Market Account or Foreign Currency Fixed Deposit Account. Interest may also be paid gross where the account holder is a child under 16 years of age or the account is held by another person for the benefit of a child under 16 years of age, if the child is resident and ordinarily resident in the UK provided that the child has a total income below the annual tax free personal allowances limit and an R85 is signed by the child's parent or legal guardian. The child will have to sign a new R85 when they reach 16 years of age. If we pay interest with tax deducted in the current tax year before we process an R85, the tax will be refunded directly to the account to either the beginning of the tax year ie, 6 April or when the last section 352 certificate of tax deducted was issued, whichever is the later.

If all persons for whose benefit the account is held are not ordinarily resident in the UK, they may receive their interest gross if they are eligible and an Inland Revenue form R105 can be completed, signed and returned to us. We cannot pay interest part gross and part net for accounts where an R105 form is held. Any interest paid before we are able to process an R105 must be paid after deduction of tax at the applicable rate. If you ask the Inland Revenue, they will tell you if you are entitled to recover this tax. Please contact us if you want more information or to obtain copies of the appropriate forms. We will automatically pay interest gross if you hold your account at one of our branches in the Channel Islands or the Isle of Man.

- 5 We will only accept cleared funds as a deposit. Please see clause 5.2 in section 1 regarding clearing credits and cheques. Remember cheques take a minimum of three working days to clear, but once cleared you may make the deposit into your Money Market Account.
- 6 We will accept your instructions given in writing or by telephone to transfer money to be deposited from your current or savings account(s) with us into your Money Market Account, to transfer money from your Money Market Account(s) to your current or savings account(s) with us, to renew deposits or to repay withdrawn deposits. We may act on telephone instructions from you or purporting to be from you (either of you for joint deposits) immediately and before receipt of any written confirmations. Except as set out in these terms and conditions, each of you (in the case of a joint deposit) give us authority to accept instructions from any one of you in relation to your Money Market Account. We will also accept such instructions given by a person authorised by you or all of you (in the case of a joint deposit) in writing.
- 7 Neither you nor any of you (in the case of a joint deposit) can transfer or assign a deposit.
- 8 If you die, we will repay your deposit at the end of the fixed period to your personal representative(s). If your account is held with a branch in the Channel Islands or the Isle of Man, it may be necessary for your personal representative(s) to obtain a Grant of Probate or Representation issued by the authorities in the island where your account is based before releasing any monies in your account to your personal representative(s). If you require information about offshore probate requirements then you should contact the branch where your account is held. If the deposit is made in joint names, we will only make repayment to the surviving depositor(s) or the personal representative(s) of the last survivor.
- 9 For joint deposits, all of you must hold an account with us, either jointly or in your sole names. We will repay your deposit to the account held with us from which the deposit was taken or if you or any of you (in the case of a joint deposit) ask, to any other bank account held with us in the same name(s) as your Money Market Account. Joint deposits will only be repaid to a bank account held with us in different names if all of you give us authority in writing. If we become aware of a dispute between joint account holders, the deposit will always be repaid to the account from which it was taken unless we receive instructions in writing to the contrary from all joint account holders.



If you or any of you (in the case of a joint deposit) owe money on any other account held with us, eg, on a current or loan account, at the time when repayment is due or when you wish to make a withdrawal from your Money Market Account, we may use that money and any interest to repay or reduce the money owed to us. We may also retain such money if you or any of you (in the case of a joint deposit) has a contingent liability, which is owed to us, eg, as a guarantor. We will not take such action if we are aware that you made the deposit in a different capacity, eg, as a trustee.

- 10 If you wish to close or switch your Money Market Account, you or all of you (in the case of a joint deposit) must tell us in writing. Your Money Market Account will be closed when all deposits have been repaid. If we wish to close your Money Market Account, we will give you at least 30 days' notice in writing (expiring on or after maturity for Fixed deposits) unless there are circumstances which justify us closing the account on earlier notice.

**The following terms and conditions apply to Notice and Call deposits:**

- 11 If you make an additional deposit, it must be for at least £5,000.
- 12 Any withdrawals must be for at least £5,000. We may ask you to close your Money Market Account if you withdraw your deposit and this reduces the balance to less than £5,000 for Notice and Call deposits.
- 13 You can give us notice of withdrawal at any time after seven days from the date you make a Notice deposit. This does not apply to Call deposits for which no notice of withdrawal is required.
- 14 If you withdraw all or part of your Notice deposit without giving any or sufficient notice, we will charge you a fee to cover our administration costs and any loss we incur through you withdrawing without giving sufficient notice. We will tell you the amount of the fee when you request withdrawal (minimum £60). We can change this fee from time to time for new deposits and deposits which are renewed. Existing deposits will not be affected.
- 15 If you tell us within 14 days of making your first Notice or Call deposit that you are not happy about your choice, we will help you to switch accounts or we will repay your deposit with interest at the rate(s) applicable to your deposit. We will ignore any notice period and any additional charges.
- 16 We calculate interest daily on the cleared balance up to the date of repayment. For applicable deposits, we calculate interest up to the end of each June and December and add interest to your Money Market Account on 1 July and 1 January. If you or any of you (in the case of a joint deposit) ask for your interest to be transferred to another account held with us in the same name(s) as your Money Market Account, it will be credited to that account on the first business day after 1 July and 1 January.
- 17 We will send you a statement in relation to each deposit at least once a year. The total of the interest accrued figures shown on your statement may not always agree with the total amount of interest paid. This is because we calculate interest to eight decimal places but only two places are shown on your statement. For example, your interest accruals might be shown as £2.50, £2.50 and £3.00, but the total amount paid might be £8.02.

18 We may at our discretion vary the interest rate on these deposits at any time, which can be from day to day.

19 You can obtain the current interest rate by contacting your local branch or our Regional Treasury Centre on **0845 6060600**. If you wish to be advised every time the interest rate changes on your deposit, you can ask us to send you an advice. A textphone is available for customers with hearing and/or speech impairments. If you use your own textphone and would like further details please call **0845 6011326** (UK and offshore callers) or **020 7991 7910** (overseas callers).

**The following terms and conditions apply to Fixed deposits only:**

20 The interest rate you receive is fixed for the term of the deposit and calculated daily. We will send an acknowledgement of deposit in relation to each deposit made.

21 For terms of 12 months or less, we will pay you interest when we repay your deposit. For terms of more than 12 months, we will pay you interest on each anniversary of the deposit and on repayment. Anniversary interest will be added on the following business day to another bank account nominated by you and held with us in your name or names (in the case of a joint deposit).

For terms of 6 months or more, we can pay interest monthly if you prefer. Monthly interest will be added to another bank account nominated by you and held with us in your name or names (in the case of a joint deposit). Monthly interest is paid on the day after the day of the month on which you made the deposit if it is a business day, or if not, on the next business day.

22 Before your deposit matures, we will need to know what you wish to do on maturity. You can:

- provide us with standing instructions when you make a deposit; or
- contact us by telephone or in writing with your instructions nearer the time of maturity; or
- set up an automatic rollover so that until further notice your deposit is renewed for the same term at the prevailing interest rate each time it matures.

In the absence of any other instructions, we will renew your deposit for the same term at the prevailing interest rate when it matures.

For Foreign Currency Fixed Deposit Accounts, customers must contact us at least two working days before their deposit matures to let us know what they wish us to do with it.

23 You should not make Fixed deposits if you may require access to your funds before the end of the term. No partial withdrawals of capital are allowed during the term of the deposit. If you want to withdraw your deposit in full before the end of the term, eg, to meet an unexpected emergency, we will charge you a fee to cover our administration costs and any loss we incur through early withdrawal. We can change this fee from time to time for new deposits and deposits which are renewed. Existing deposits will not be affected. We will tell you the amount of the fee when you request withdrawal (minimum £60 or currency equivalent).

**For Foreign Currency Fixed Deposit Accounts, the amount of the fee for early withdrawals will be a minimum of £75 (or currency equivalent). Please ask for further details.**

**Please note that if your deposit is for £50,000 or more, early withdrawal is prohibited.**

## **Section 4 – General Terms**

The terms and conditions in this section apply to each of the products and services covered in sections 1 to 3. Additional terms and conditions may apply to other products and Internet or other electronic channel banking services. In this section, “we”, “us” and “our” refer to HSBC Bank plc and “HSBC Group” means HSBC Holdings plc, its subsidiaries, associated and affiliated companies.

### 1. **Your information**

#### 1.1 Confidentiality

We will treat all your personal information as private and confidential (even when you are no longer a customer). Nothing about your relationship with us or your name and address will be disclosed to anyone, including other members of the HSBC Group, other than in accordance with the terms set out below:

- where we (or any third party acting on our behalf) are legally compelled to do so; or
- where there is a duty to the public to disclose; or
- where our interests require disclosure; or
- where disclosure is made at your request or with your consent.

#### 1.2. **Credit Reference Agencies**

1.2.1 Information held by credit reference agencies is used by lenders to help verify the identity of customers and, where they wish to obtain credit, to assess their ability to meet financial commitments. This enables accounts to be opened more quickly and reduces the need to obtain references from employers or other financial services providers.

1.2.2 When considering applications, we will share information about you with credit reference agencies who, where appropriate will supply us with information about your credit history and information from the Electoral Register to verify your identity. Credit reference agencies record whether or not your application is for credit even if you do not proceed and if you make a number of applications for credit within a short period of time, this may temporarily affect your ability to obtain credit.

1.2.3 If you apply for a product or service with another person which may involve you borrowing from us, an “association” between you and your fellow applicant(s) will be created by the credit reference agencies, which will link your financial records unless and until you successfully file a “notice of disassociation” with the agency. By making such an application, you will be declaring that you are authorised to disclose information about your fellow applicant for these purposes.

1.2.4 Information held about you by credit reference agencies may already be linked to records relating to one of your “financial associates”. If so, any application for credit will be assessed with reference to the records of any “associates”.

1.2.5 During your relationship with us we may share details of any accounts you have with us, where you have agreed, on which you may borrow and how you manage them with

credit reference agencies. This information may be used by us and other lenders when considering your applications for credit and managing your accounts.

- 1.2.6 If you borrow and do not repay in full and on time or make proposals for repayment acceptable to us within 28 days of demand and the amount owed is not in dispute, we may tell credit reference agencies who will record the outstanding debt. If details of your default are given to credit reference agencies, this may affect your ability to obtain further credit.

### 1.3 **Crime Prevention and Debt Recovery**

To prevent crime, to verify your identity and to recover debt, we may exchange information with other members of the HSBC Group and where appropriate with fraud prevention and debt recovery agencies and other organisations involved in crime prevention, (both in the UK and, where appropriate, overseas). If you give us false or inaccurate information and we suspect fraud this will be recorded. Information held by fraud prevention agencies may be used by lenders and insurers when making decisions about you or others at your address(es) for credit-related services or motor, household, credit, life or any other insurance facilities and for debt tracing, claims assessment and to verify identities to prevent money laundering.

### 1.4 **Data Processing**

- 1.4.1 The HSBC Group may record, use, exchange, analyse and assess relevant information about you and your relationships with the HSBC Group including the nature of your transactions, for credit assessment, market research, insurance purposes and in servicing your relationships with the HSBC Group. This may include information provided by you or someone acting on your behalf which is relevant to your relationship with us.

- 1.4.2 Relevant information may also be exchanged with members of the HSBC Group and others to provide you with products and services, for audit purposes and if required by appropriate governmental and non-governmental regulators or ombudsmen. We aim to keep your information up-to-date, please advise us of any changes. We may use other HSBC Group companies and/or third parties to process information and provide services on our behalf. Whether it is processed in the UK or overseas, your information will be protected, in accordance with data protection legislation, by a strict code of secrecy and security which all members of the HSBC Group, their staff and any third parties are subject to and will only be used in accordance with our instructions.

### 1.5 **Products and Services**

With your permission, the HSBC Group may exchange, use, analyse and assess relevant information about you and your relationships with the HSBC Group, including the nature of your transactions, to give you information about products (including mortgages) and services available from HSBC Group companies and those of selected third parties which may interest you by telephone, post, e-mail, secure e-messaging, text messaging services and other means.

**If you do not want us to contact you about products and services that we feel may be relevant to you, please let us know.**

## 1.6 **Miscellaneous**

- 1.6.1 Under data protection legislation, you can make a written request for a copy of certain personal records we hold about you. We may make a charge for this service.
- 1.6.2 You have the right of access to your personal records held by credit and fraud prevention agencies. Telephone freephone number 0800 587 7008 if you require details of the credit reference and fraud prevention agencies we use.
- 1.6.3 To ensure that we carry out your instructions accurately, to help us to continually improve our service and in the interests of security, we may monitor and/or record your telephone calls with us. Any recordings remain our sole property.
- 1.6.4 We may make and retain copies of passports, driving licenses or other identification evidence that you provide.
- 1.6.5 We will obtain your written consent before providing a bankers reference about you. However, if we reply to a request from another financial services institution to verify your identity for money laundering prevention purposes, we will provide this information.

## 2. **Other general terms**

- 2.1 We may act on any instructions in writing or any other form we accept given to us by any means or through any media we accept and on such terms as we tell you.
- 2.2 We may use any contact details you have provided to us, including your postal address, telephone number(s) (including your mobile telephone number) and e mail address to contact you for service related reasons. You should only give us your daytime/work telephone number, mobile telephone number or e mail address if you are happy for us to contact you in this way. Remember, e mails or text messages may contain confidential information and if anyone else has access to your e mail or mobile telephone they may be able to view this. If, at any time, you want us to stop contacting you via a particular channel you should let us know.
- 2.3 You must not try to contact us by replying to any e mail or text messages we send to you or otherwise try to contact us via these channels unless we specifically ask you to or you are using a service designed to allow two way communication eg, the web chat facility on our website. We may not receive your message and even if we do, we will not act on it.
- 2.4 Please tell us as soon as you can if you change your name, telephone number, email details (if applicable) or address. Where we hold a correspondence and a different home address for you, we may send mail to your home address if it is either returned from your correspondence address or you do not respond to mail sent to your correspondence address when we have requested that you do so.
- 2.5 To meet our obligations in relation to the prevention of fraud, money laundering and terrorist activity, or if we suspect fraud in relation to any of your account(s) with us, we, along with other members of the HSBC Group, may need to investigate your relationship with us including transactions on your accounts (particularly those involving the international transfer of funds) including the source of or intended recipient of funds paid into or out of your accounts. Exceptionally, this may delay the carrying out of your instructions or the receipt of cleared funds, but, where possible, we will advise you of the reasons for and likely length of any delay.

- 2.6 We shall not be liable to you for any loss you may suffer if we are prevented from or delayed in providing you with any banking or other services due to strikes, industrial action, failure of supplies or equipment or other causes beyond our reasonable control. Neither we nor any other member of the HSBC Group shall be liable to you or any third party for any loss suffered as a result of us or any other member of the HSBC Group carrying out the activities set out in clause 2.5 above.
- 2.7 We may at our discretion change our banking hours, banking practices, availability of branches and self-service machines and similar matters by giving you notice in our branches or in the national press or by post (which includes statement messages). The change will apply from the date specified in the notice. If we plan to close or move your branch, we will give you at least eight weeks' notice (twelve weeks notice if it is the last bank or building society branch within a 5 mile radius). We will tell you how we will continue to provide banking services to you.
- 2.8 The banking terms and conditions implied by law will also apply to our relationship with you unless varied or amended by any particular terms and conditions relating to an account or service or by these terms and conditions.
- 2.9 We may transfer all or any of our rights in relation to your account. We may also transfer any of our obligations but only to someone we reasonably consider capable of performing them. References to us in these terms and conditions would then be read as references to the person to whom any relevant right or obligation were transferred. You may not transfer any of your rights or obligations in relation to your account.
- 2.10 We may occasionally allow you extra time to comply with your obligations or decide not to exercise some of our rights. However, if we do so, we can still insist on the strict terms of these terms and conditions later on. We may also introduce additional benefits on your account such as enhanced services, preferential terms, preferential interest rates and/or special promotions. We may limit the period for which such benefits may apply or be available and we may extend such period. At the end of any such period, the benefit will finish.
- 2.11 If you have an account in the Channel Islands or the Isle of Man, in the event of your death (except for joint accounts in respect of which see 2.1.5 in section 1) we may require a Grant of Probate of Representation issued by the authorities in the offshore island where your account is based before releasing any monies in your account to your personal representative(s).
- 2.12 We are required by law to advise you that deposits made with our offices in the Channel Islands and the Isle of Man are not covered by the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. Deposits made with our offices in the Isle of Man are protected by the Depositors Compensation Scheme contained in the Isle of Man Banking Business (Compensation of Depositors) Regulations 1991. Details are available at our branches in the Isle of Man. In Jersey, HSBC Bank plc is licensed by the Jersey Financial Services Commission for Banking and Investment business. In Guernsey, HSBC Bank plc is licensed by the Guernsey Financial Services Commission for Banking, Insurance & Investment Business.

- In the Isle of Man, HSBC Bank plc is licensed by the Isle of Man Financial Supervision Commission for Banking and Investment Business.
- 2.13 HSBC Bank plc is a member of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. As at 31 December 2003, our paid-up capital and reserves were £17,064 million. In respect of deposits with a UK office, payments under the scheme are limited to 100% of the first £2,000 of a depositor's total deposits with the bank and 90% of the next £33,000, resulting in a maximum payment of £31,700. Most depositors, including individuals and small firms, are covered. The scheme covers deposits made with the offices of the bank within the European Economic Area and deposits denominated in all currencies are treated alike. Further details of the scheme are available upon request.
- 2.14 The HSBC Group means HSBC Holdings plc, its subsidiaries and associated and affiliated companies. Our branches means branches of HSBC Bank plc in the United Kingdom and offshore.
- 2.15 For accounts held in the UK, these terms and conditions are governed by the laws of England and Wales. For accounts held in the Channel Islands and the Isle of Man the local law of the island where your accounts are held will apply. Alderney and Sark are governed by the laws of the Bailiwick of Guernsey. You and we submit to the non-exclusive jurisdiction of the courts of England and Wales, or the Isle of Man, Jersey or Guernsey as appropriate.
- 2.16 Any reference in these terms and conditions to the Channel Islands means Jersey and Guernsey (including Alderney and Sark).

Issued by HSBC Bank plc. We are a principal member of the HSBC Group, one of the world's largest banking and financial services organisations with over 10,000 offices in 76 countries and territories.

#### How to complain

If we do not deliver the standard of service you expect, or if you think we have made a mistake, please let us know. We will then investigate the situation and, if necessary, set about putting matters right as quickly as possible. In addition we will take steps, where appropriate, to prevent a recurrence. Please allow your local branch manager or the manager of the department concerned the first opportunity to answer your concerns and put matters right. However, if you remain dissatisfied and would like further information about our process for resolving complaints, please ask us for our explanatory leaflet 'Listening to Your Comments'.

HSBC Bank plc  
Customer Information  
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[www.hsbc.co.uk](http://www.hsbc.co.uk)