

General Terms and Conditions

Current Account Terms and Conditions

Savings Account Terms and Conditions

Effective from 31 May 2016

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General Terms and Conditions

Your agreement with us consists of these General Terms and Conditions (“General Terms”) and any Additional Conditions (the General Terms and the Additional Conditions are together the (“Terms”)) that apply to any product/service that you have and which are described in the Terms.

Additional Conditions include the following, as applicable to your product/service: (1) the Current Accounts Terms and Conditions (the “Current Accounts Terms”); (2) the Savings Accounts Terms and Conditions (the “Savings Accounts Terms”); (3) all Overdraft Interest and credit interest rates that apply to your product/service; (4) all charges (including daily Informal Overdraft Usage Fees) and other information that applies to your product/service and is covered in the price list applicable to your product/service; and (5) any other terms that we provide to you. You will be given a price list when you take out your product/ service with us, and you can also find details of Overdraft Interest and credit interest rates and charges by telephoning us, looking on our website, or by asking staff in our branches. Please note that taxes or costs may apply to you that are not charged by us and/or will not be paid through us.

You should read the Terms alongside our Banking made easy brochure.

If any Additional Conditions contradict the General Terms, then the Additional Conditions will apply.

If you would like a copy of any of the documents that make up your agreement with us, please contact us and we will provide this to you.

The product/service you have with us should not be used for business purposes.

No one else apart from you, us and, if you have a joint account, any joint account holder, will have any rights under these Terms.

Contact Information

To contact us, please call using the applicable number in the following table. Telephone calls will be put through to our Automated Service. Textphone calls will be put through to our Customer Service Centre. To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us. All lines are open 24 hours unless otherwise stated.

Account type	From the UK, Channel Islands and Isle of Man	From abroad
UK accounts	03457 404 404	+44 1226 261 010
Channel Islands/ Isle of Man accounts	03456 006 161	+44 1226 261 010
Customer Service Centres: 8am to 10pm/Automated Service: 24 hours		
HSBC Premier customers	03457 70 70 70	+44 1226 260 260
Textphone for all accounts	03457 125 563	+44 207 088 2077

Section 1 – Payment Services

This Section 1 is a separate framework contract for payment services on your account which includes the basis on which we may vary any of the credit interest and/or Overdraft Interest rates and other Terms. We have divided Section 1 into parts as follows:

Part A – contains the information you must provide to us when you make a payment and the different ways in which you can ask us to make a payment. Part A also includes important security information.

Part B – contains terms of general application to the different types of payments you can make, including when payments will and will not be paid from your account, payments that involve a foreign currency and when you will receive interest on payments made into your account.

Part C – contains terms specific to each type of payment, ranging from Internal Transfers to cheques.

Part D – contains terms relating to joint accounts, statements, fraud prevention and responsibilities. Part D also includes terms relating to changing the Terms and ending the framework contract and closing your account.

Part A

1. Different types of payments into and out of your account

Details of the different types of payments we offer are set out in our Banking made easy brochure. We can change this information by giving you at least two months' advance personal notice. Some types of payment are not available on certain accounts or via certain channels.

2. Information you need to provide when you make a payment

2.1. Priority Payments, Worldpay payments and SEPA payments you make and international payments you receive.

2.1.1. You must provide us with all the following details to enable us to make a Priority Payment, Worldpay payment or SEPA payment:

- the correct details of the Recipient's bank, including the bank's SWIFT Business Identifier Code ("BIC") address, sort code or national bank code;
- the Recipient's bank account number, or International Bank Account Number ("IBAN") if making a SEPA payment or paying to a bank in the EEA;
- the name and address of the Recipient to whom the payment is made;
- your own account number (and IBAN for a SEPA payment), name and address. This is a legal requirement and these details will be passed to the Recipient's bank;
- the Recipient's reference, if applicable;
- the amount of the payment; and
- a reason why you are making the payment if we ask for one.

2.1.2. If you are going to receive an international payment you must tell the sender of the payment your SWIFT Business Identifier Code and IBAN.

2.2. Electronic Fund Transfers, Bill Payments (including Bill Payments made by Faster Payments) and Internal Transfers

2.2.1. Unless clause 2.2.2 or 2.2.3 applies, you must provide us with all the following details to enable us to make the payment:

- the sort code and account number for the Recipient's account;
- the date the payment is to be deducted from your account;
- the Recipient's name;
- any reference identifying the payment (including a reference to you or the Recipient);
- the amount of the payment; and
- a reason why you're making the payment (for payments into certain countries only).

2.2.2. If you do not have the sort code and account number for the Recipient's account but have made a payment to the Recipient within the last 13 months from your account and we have set their information up on your account, then we can make the payment in the absence of this information with your agreement.

2.2.3. Payments can only be made via Express Bank machines (where available) if the Recipient's details are set up on your account, or if the Recipient is one of a selection of large companies set up on our systems (please ask for details), for example, a utility company.

2.3. Standing Orders (including Standing Orders made by Faster Payments)

We will require all the following details from you to enable us to set up a Standing Order from your account:

- the Recipient's name, sort code and account number;
- the date we are to start deducting the payments from your account;

- how often you want us to make the payments;
- the amount of each payment and for what length of time you require us to make the payments; and
- any reference identifying the payment (including a reference to you or the Recipient).

2.4. We use payment systems to send electronic payments. Payment systems will use the Recipient's sort code and account number (or SWIFT Business Identifier Code and IBAN) when sending a payment. All other information you have provided, such as the Recipient's name, will be sent to the Recipient's bank but may not be used when the payment is applied to the Recipient's account. You must make sure that you provide us with the correct sort code and account number because if you don't it is likely that your payment will not reach the Recipient.

2.5. If we are notified by the Current Account Switch Service that a person you are making a payment to has switched their account to another provider, we will update your instruction with the new sort code and account number.

3. Online Banking (OB) and the HSBC Mobile Banking App

If you have a HSBC Passport Bank Account or an International Student Bank Account, you will be able to make some payments through Online Banking and/or the HSBC Mobile Banking App by logging on, using your user ID, providing other security information that is personal to you that we request and providing the payment details (see above). You then need to confirm this information is correct – this is your agreement for us to make the payment. If you use the Quick Transfer in Online Banking or the HSBC Mobile Banking App, once you have entered the payment details and pressed the "Transfer" button, this is your agreement for us to make the payment.

If you are making a payment to a company through Online Banking or the HSBC Mobile Banking App, you should check if the company is on our standard beneficiary list and, if it is, choose the payment details from that list.

We may notify you from time to time of changes in the security information we may require for accessing Online Banking and/or the HSBC Mobile Banking App.

4. Telephone Banking Service (TBS)

4.1. Clause 4 applies to your use of 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 authority (called a third party mandate) in your favour 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.

4.2. Telephone Banking Service is available provided you have a touch tone telephone, your identity can be verified, and your account permits it, by using a security number or by speaking to a Customer Service Representative and completing security procedures. Further details about setting up a personal security number for telephone banking are in our Banking made easy brochure. We can change this information by giving you at least two months' advance personal notice.

4.3. You can contact us via Telephone Banking Service by calling the applicable number set out in the table before Section 1 of the General Terms.

4.4. Our Automated Service enables you to:

- 4.4.1. obtain your balance, see clause 25.6, which provides more detail about balance information;
- 4.4.2. obtain details of recent transactions;
- 4.4.3. transfer money between your accounts;
- 4.4.4. make certain types of payments; and
- 4.4.5. speak with a Customer Service Representative in relation to other enquiries.

You cannot make transfers or other payments from accounts on which you must give us notice to withdraw or transfer money, unless you speak with a Customer Service Representative.

4.5. Your instructions

4.5.1. You can make some payments through Telephone Banking Service (once you have completed our security procedures) by speaking to a Customer Service Representative, who will take details of the payment and then confirm the details to you. You must confirm these details are correct before we make the payment. Alternatively, if you are using the Automated Service, you must provide the payment details using your telephone key pad. We will repeat the payment details before asking you to confirm them by pressing a button on your telephone key pad. Your confirmation will be your agreement for us to make the payment.

4.5.2. On satisfactory completion of our security procedures, we can act on any instructions given to us, even if these instructions were not given by you or with your authority. Please also see clause 27.5 which sets out details of our liability for unauthorised transactions.

4.6. Availability of Telephone Banking Service – Telephone Banking Service may be temporarily unavailable if we have to carry out routine or emergency maintenance. We will try to inform you in advance but it may not always be possible to do so.

5. Branch

If you are making a payment in branch, we will make the payment when you confirm that the information you have given us is correct.

6. Self-service machines

To make a payment (including deposits and withdrawals) using a self-service machine, you must use the key pad to type the payment details out and then confirm to us that you want the payment to be made. This will be your agreement for us to make the payment.

7. Post

To make a payment by post, you must send a letter addressed to us to any of our branches. You must set out all the details we tell you we need to make the relevant payment (please see clause 2) and you must sign the letter (your signature must match the signature on your mandate with us). This will be your agreement for us to make the payment. We will make the payment once we have checked your instructions.

8. Cards – Debit cards and self-service machines

8.1. General

We only issue cards on the HSBC Passport Bank Account and the International Student Bank Account. If we have provided you with a card, only the relevant parts of the terms and conditions in this clause will apply if your card does not have all of the functions set out below.

8.2. Issuing a card and Card Personal Identification Number (“Card PIN”)

8.2.1. We will only send you a card if you ask for one or to replace a card already held. We may ask you to activate any new/replacement card you receive from us before you can use it.

8.2.2. If you ask us to send, or we issue you with, a replacement card before your existing card’s expiry date you will only be able to use your existing card for 30 days after the date we send you a replacement card. You can change your Card 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.

8.2.3. We will issue you with a Card PIN. We will not reveal your Card PIN to anyone but you. You can use your Card PIN with your card for withdrawing money and using other services available from self-service machines.

8.2.4. If your account is in joint names, these terms apply to each cardholder. We can only issue a card to a person authorised by all of you to operate the account alone.

8.3. Your card and your account

8.3.1. You must not use your card after the end of the month it expires, or after we have asked you to return it to us or told you that its use is suspended. Please also see clause 27.8 of this Section 1, which provides more detail on the suspension of the use of cards.

8.3.2. We may charge for card use at the rates set out in the price list we provide you with. You authorise us to deduct all such charges from your account.

8.3.3. You must not use your card for an illegal purpose.

8.4. Returning your card

You can return your card to us at any time, but it must be cut into at least six pieces.

8.5. Self-service machines

8.5.1. All cards can be used in our self-service machines in the UK, Channel Islands and Isle of Man.

8.5.2. You may have to enter your Card PIN in order to use self-service machines.

8.5.3. You can perform the following from some of our self-service machines in the UK, Channel Islands and Isle of Man by using your card:

- obtain details of the balance and available balance on your account;
- pay cash and cheques into your account; and
- make transfers between the account on which the card has been issued and any other accounts you hold with us as listed in the tables in both the Savings and Current Accounts Terms (excluding Foreign Currency/ International Personal Current Accounts) and which you have nominated for this purpose. The transfer facility will be automatically set up at account opening for Instant Access Savings Accounts, Flexible Saver Accounts and HSBC Premier Savings Accounts.

8.5.4. 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. If we have notified you of a fault on one of our self-service machines, you should not use your card, and if you do we will not be liable for any loss.

The number of self-service machines we make available will vary from time to time.

8.5.5. We may allow you to use your card in self-service machines in the UK and abroad operated by other financial institutions if such machines display a Visa logo. We will advise you if you are able to use your card in these machines when you open your account and about any limitations which apply. We may decide to stop or impose limitations on customers being able to use their cards in these machines in respect of particular types of account.

8.5.6. If financial institutions charge for your use of their self-service machines, such charges will be payable by you. For example, financial institutions may make a charge for withdrawals from a self-service machine located in the UK, Channel Islands or Isle of Man.

8.5.7. You can use your debit card to:

- make certain charitable donations. The money will be deducted from your account immediately.

All donations will be paid into an account with us in the relevant charity's name; and

- purchase mobile phone top-ups for "pay-as-you-go" mobile phones at our self-service machines. You must ensure that you enter the correct mobile telephone number when purchasing mobile phone top-ups as we will not provide a refund if you enter an incorrect mobile telephone number. This service is not available in the Channel Islands and Isle of Man.

Using either of these services will reduce your daily cash withdrawal limit from our self-service machines by the amount of the payment you have made. We will not be responsible if you cannot use your card in a machine operated by another financial institution or third party.

9. Important Security Information

9.1. You must take all reasonable precautions to keep your card, Security Details and security device safe and to prevent fraudulent use of them. This includes protecting the physical and digital HSBC Secure Key and any card details stored in an e-wallet, on a retailer's website or on any device (such as a mobile phone, tablet, PC or watch). Examples of how you can do this are in our Banking made easy brochure. You must read through these carefully and ensure you follow them.

9.2. You must take reasonable precautions to protect e-wallets and any devices:

1. upon which card details are stored;
2. which can be used to view sensitive payment information; and/or
3. which can be used to make payments,

from being accessed by anyone else (for example ensuring that you do not share passwords, PINs or enable other people to access your e-wallets or these devices by registering their fingerprint).

To prevent fraudulent use of the HSBC Mobile Banking App, or e-wallets and devices used to access card details or make payments, you must not choose device security information that can be easily guessed by anyone else, or tell anyone else what your device security information is.

If you have already set up your device Security Details before registering to store card details or downloading the HSBC Mobile Banking App, you must review this and ensure that you change any device Security Details that can easily be guessed or that you have already shared with anyone else and you must delete any fingerprint access that is not your own.

It is sometimes possible to activate certain devices to make payments by linking them to another device where card details are already registered. We will treat any device as your device if you have either:

1. actively paired it with another device or e-wallet which has been registered to store card details or is enabled to make payments; or
2. linked it to the device to which the HSBC Mobile Banking App has been downloaded.

This means the consequences of failing to keep linked devices safe will be the same as for all other card details and Security Details (for example, we may not be liable to refund you for unauthorised payments where you consent to them being used by others).

You must also not activate a payment session on any device if you are not in full control of the device or it is not in your possession at the time. If you consent to another person using your device by allowing them to register their fingerprint in your device we will treat this as you failing to keep your card and Security Details safe.

Before you:

- dispose of your device by, for example, selling or giving it to someone else; or
- pass your device temporarily to someone else, for example, for it to be repaired,

you must delete your cards from the device or from any e-wallets accessed from that device.

If the account relating to a card stored on a device or within an e-wallet is ended, you must delete the card from your devices and your e-wallets.

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

If your card, security device, Security Details or a device used to access card details or make payments have been lost or stolen or you suspect someone has used or tried to use them or accessed or tried to access an e-wallet, you must call us straightaway on one of the numbers below. All lines are open 24 hours a day, 7 days a week, unless otherwise stated.

Issue		From the UK, Channel Islands and Isle of Man	From abroad
Cards and Card PINs		03456 007 010	+44 1442 422 929
Telephone Banking Service Issues for:	UK accounts	03457 404 404 (8am to 10pm)	+44 1226 261 010 (8am to 10pm)
	Channel Islands/ Isle of Man accounts	03456 006 161 (8am to 10pm)	+44 1226 261 010 (8am to 10pm)
	HSBC Premier customers	03457 70 70 70	+44 1226 260 260
Textphone for all issues		03457 125 563	+44 207 088 2077

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

If you need to call about your Telephone Banking, Online Banking or HSBC Mobile Banking App Security Details and lines are closed, please call without delay the applicable number for Cards and Card PIN issues and we will block access to your account via Telephone Banking Service, Online Banking and/or the HSBC Mobile Banking App (to re-set your relevant Security Details you will need to call the usual number during opening hours).

9.3. If asked, you must confirm in writing the loss or theft of your cards or Security Details relating to your card, Telephone Banking Service, Online Banking or HSBC Mobile Banking App.

9.4. You must report any unauthorised transactions to the police within seven days of our request.

9.5. If you find your card after having called us under clause 9.2, you must not use it again. You must cut it into at least six pieces and return it to us immediately.

Part B

10. When payments will and will not be made by us

10.1. We will make a payment from your account

if you authorise it in accordance with these Terms, and:

- there is enough cleared money in your account to cover it; or
- there is a formal overdraft facility on your account which covers it; or
- we agree to provide you with an informal overdraft to cover it.

10.2. If you ask us to make a payment in the future, one of the above conditions must be met at the start of the day the payment is due to be made (ie, 00.01am).

10.3. This clause only applies to Bill Payments, Standing Orders and Sterling Direct Debits. If you do not meet the requirements set out in the previous clause, we will still make a payment that is due to be made on a working day (or will not recall a Direct Debit payment we have made that day) if, before 3.30pm on the day the payment is due to be made:

- you pay in sufficient cleared funds; and
- there is a sufficient available balance to cover the payment at 3.30pm.

If the payment is due to be made at a weekend or on a bank holiday then we will make the payment if you meet the requirements of this clause on the next working day.

10.4 Payments you make by cheque

10.4.1. You must ensure you have sufficient funds in your account before making a payment by cheque. If, at the start of the day on which the cheque is presented for payment, there are insufficient cleared funds in your account, we'll still make the payment as long as you pay sufficient cleared funds into your account before 3:30pm. You need to tell us you've done this. If you don't tell us, the cheque may be returned unpaid. You'll need to contact us to check whether the person you made the cheque payable to may re-present it to try to obtain payment.

10.4.2. There is no fee for cheques being returned unpaid.

10.5. There may be a delay in carrying out your instructions while fraud prevention checks take place.

10.6. When we assess whether to make/authorise payments under clause 10.1, we may consider any other payments we have made or agreed to make from your account that day, even if those other payments have not already been deducted from your account. You must take this into consideration when requesting payments.

10.7. We will decide which payments to make if it is not possible to make them all. We will usually pay Direct Debits first, starting with the lowest value payments and then Standing Orders, again making the lowest value payment first.

10.8. We won't make a payment (and we'll not be responsible for any loss):

- if any of the conditions set out in this Section 1 have not been met (this includes if we do not agree to an informal request for an overdraft to cover the amount of the payment); or
- if the payment would exceed any limits we may set (please see clauses 15.3 and 18.2 for more details about limits); or
- if we are not reasonably satisfied the transaction or the instruction is lawful; or
- if we reasonably consider that your account has been or is likely to be misused; or
- if we reasonably consider there is a security or fraud risk on the device you have used to request the payment through Online Banking or the HSBC Mobile Banking App; or
- for fraud prevention purposes; or
- if we are ordered to do so by a court; or
- if we are not able to send the payment by one of the payment methods we use (for example, if a Recipient's bank doesn't accept the types of payment we can make).

10.9. If we refuse to make a payment that you have requested: for Standing Orders, Direct Debits and cheques, we will write to you on the first occasion a payment is refused; and for other payments you will normally be told when you request the payment, unless we suspect fraud or it would otherwise be unlawful – please see clause 26 for details about our fraud prevention measures and what we do if we suspect fraud. If you telephone us, we will tell you if a payment has been refused, the reasons for the refusal (if we are able) and the procedure for correcting any factual errors that led to the refusal. This information will be available immediately after our refusal of your instruction. We will not be able to provide you with details in any of these ways if it is unlawful for us to do so.

11. Foreign payments

11.1. General

The exchange rates we use are variable exchange rates which are changing constantly throughout the day (for example, to reflect movements in foreign exchange markets). The exchange rate applied to your payments will appear on your statement.

The HSBC exchange rate will apply to all currency conversions we carry out apart from Global Transfers when the HSBC Global Transfers Exchange Rate will apply.

11.2. Payments you make

11.2.1. The exchange rate we will apply to payments you make involving a currency exchange, other than future dated payments, is the rate we provide or make available to you (including in our branches and on the telephone) when you request the payment, and which you agree by going ahead with the payment or by confirming the rate specifically. The exchange rate we apply to future dated and recurring payments will be the HSBC exchange rate (or the HSBC Global Transfers Exchange Rate for Global Transfers) applicable at the time your payment is processed. You can get details of the HSBC Exchange Rate by calling us. If you've asked us to make a payment on a date in the future, we'll convert it using the HSBC Exchange Rate at the time we process your payment. You can check the HSBC Exchange Rate:

- by calling us before midnight the day before we make your payment; and
- for online payments using the currency calculator in the international payments section of Online Banking or the HSBC Mobile Banking App.

11.2.2. When you instruct us to make a payment involving a currency exchange, we will check to see if you comply with clause 10.1. If you do, then we will carry out the currency exchange. After we have done this we will check again that you still comply with clause 10.1. If you do not or there is any other reason why we cannot make the payment, we will convert the payment back into the original currency at the exchange rate applicable at that time. If this leads to a loss or a gain due to an unfavourable or favourable movement of the exchange rate, you agree that we can deduct the amount of that loss from your account, or credit your account with the amount of the gain, as applicable.

11.2.3. If you make a payment that involves an exchange into a foreign currency, and that payment is returned to us, we will convert the returned payment back to the original currency at the exchange rate applicable when we receive the returned payment. We are not responsible for any fluctuations in the exchange rate.

11.2.4. Subject to clause 14.4, if you are able to cancel an instruction for a payment to be made in a currency other than Sterling before we have made the payment but after we have converted the payment into the other currency, we will convert the payment back into the original currency at the exchange rate applicable when you cancel your instruction and will then add the value of the payment to your account. We are not responsible for any fluctuations in the exchange rate.

11.2.5. We may deduct charges from your account when you instruct us to make a Priority Payment, Worldpay payment, SEPA payment or Global Transfer. Details of the charges are in the price list that is applicable to your account.

11.2.6. For payments in an EEA currency that you instruct us to make to accounts within the EEA, we will not deduct from your account charges made by agents we use, any intermediary bank and/or the Recipient's bank.

11.2.7. For payments other than those described in clause 11.2.6, unless you ask us to deduct all charges made by agents, intermediary banks and/or the Recipient's bank from your account, these charges will be deducted from the amount of the payment.

11.3. Payments you receive

11.3.1. If you receive a payment in a different currency to the currency of your account and your correct SWIFT Business Identifier Code and IBAN is attached to that payment, we will convert the payment into the currency of your account at the exchange rate applicable when we receive the payment. We will then add the payment to your account.

11.3.2. We will make a charge for foreign currency payments into your account and deduct it from the payment into your account. This includes payments in the currency of your Foreign Currency/ International Personal Current Accounts. Details of the charges are in the price list that is applicable to your account.

11.3.3. Any foreign banknotes paid into your account using a branch will be converted at the applicable exchange rate and then added to your account.

12. Interest on payments you make and receive

12.1. You will receive credit interest (where it applies) on the amount of a payment up to the time the payment is deducted from your account. If your account is overdrawn, you will be charged Overdraft Interest (where it applies) on the amount of a payment from the time the payment is deducted from your account.

12.2. Credit interest (where it applies) will be calculated on payments into your account once the payment has been added to your account and will be paid into your account in accordance with the terms we have agreed with you.

13. Charges for payments/services and for enquiries about an instruction

13.1. We may charge for some payments/services we provide at the rates set out in the price list applicable to your account. You authorise us to deduct all charges from your account when you give your instructions, or if the charge applies to payments you receive, when we add the payment to your account.

13.2. We may make a charge for any enquiries we receive in respect of each payment instruction, whether made by you or another person. We will not charge you if we have made an error.

We will advise you of the charge before we start investigations on your behalf.

14. Cut-off times, execution times and when you can cancel an instruction to make a payment

14.1. The cut-off time is the time before which on a working day (or calendar day for Bill Payments made by Faster Payments and Internal Transfers, which can be made on any day) a payment or a payment instruction is treated as received by us on that working day (or calendar day, as appropriate). This means if we receive a payment or a payment instruction after the cut-off time, we will treat this as received by us on the following working day, or for Bill Payments made by Faster Payments and Internal Transfers, the following calendar day. If we receive a payment (other than Bill Payments made by Faster Payments and Internal Transfers) or a payment instruction (other than for a Bill Payment made by Faster Payments or an Internal Transfer) on a day that is not a working day, we will treat this as received on the next working day. Cut-off times vary for different types of payment and for different ways in which the payment is requested. Information about cut-off times for each type of payment is set out in our Banking made easy brochure and in clauses 19.3 and 21.2. We can change this information by giving you at least two months' advance personal notice. We will receive any instructions you give us by post when we open your letter (there are no cut-off times for this).

14.2. Some types of payments have additional currency cut-off times. For these payments, you must give your instructions before the earlier of the cut-off times that apply for us to treat the instructions as received before the cut-off time. Please see the price list for information about currency cut-off times.

14.3. The maximum execution time (the time it takes for the payment to reach the Recipient's bank), is set out in clause 15.2 and in clauses 15.3 to 21. This does not include the day on which we receive the instruction. The day we receive your instruction for this purpose will depend on whether your payment instructions were received before or after the cut-off time.

14.4. Cancelling a payment

14.4.1. If you've asked us to make a payment immediately you cannot cancel it, with the exception of SEPA credit transfers, which can be cancelled within 10 working days if:

- you've made two identical SEPA credit transfers in error; or
- someone else has fraudulently made a SEPA credit transfer from your account; or
- we suffered from technical problems which led to the payment being made incorrectly.

We'll need to establish that the SEPA credit transfer you've asked us to recall was made as a result of one of the above scenarios before we can begin the recall process.

14.5. If you instruct us to make a payment on a future date or a series of recurring payments on future dates, we will treat each such future date as the date that we receive your payment instruction and

we will begin to process the payment on such future date. In this case, whether you may cancel your instructions will vary for different types of payment and for different ways in which the payment is requested. Information about cancelling is set out in our Banking made easy brochure. We can change this information by giving you at least two months' advance personal notice.

14.6. After any time limits for cancellation referred to in this clause have expired, you may only cancel your instructions if we agree and, in the case of debit card payments and Direct Debits, if the person who receives the payment also agrees.

14.7. All cut-off times quoted refer to time in London, UK.

Part C

15. Internal Transfers, Bill Payments (including Bill Payments made by Faster Payments), Electronic Fund Transfers, Currency Account Transfers, Priority Payments, SEPA payments, Worldpay, Global Transfers and Standing Orders (including Standing Orders made by Faster Payments)

15.1. Information about how you can request us to make a payment for each of the payment types set out above, and whether you can arrange for a payment to be sent on a future date is set out in our Banking made easy brochure. We can change this information by giving you at least two months' advance personal notice.

15.2. The maximum execution times for payments to reach the Recipient's bank are as follows;

- Internal Transfers – immediate.
- Bill Payments – immediate for Bill Payments to other accounts with us. Three working days for Bill Payments to HSBC Bank international branch accounts. The same day for all other Bill Payments.
- Electronic Fund Transfers – same day.
- Global Transfers – immediate for payments made in an EEA currency (including Sterling). Up to five days for all other currencies.
- Currency Account Transfers – next working day except for Moroccan Dirham accounts which may be up to two working days.
- Priority Payments – next working day (within the EEA). Up to four working days (outside the EEA) but this may take longer depending on the country the money is being sent to.
- SEPA payments – next working day.
- Worldpay – next working day (within the EEA and in EEA currency). Up to six working days (outside the EEA and/or non EEA currency) but this may take longer depending on the country the money is being sent to.
- Standing Orders – immediate for Standing Orders to other accounts with us (up to two hours to a credit card account with us). Three working days for Standing Orders to HSBC Bank international branch accounts. Same day for any other Standing Orders.

15.3. We may set limits on the payments you can make from your account. If we do, we will tell you the applicable limit when you make a payment.

Your consent to making a payment will also be your agreement to the limit that applies to that payment. We will make payment limits available to you if requested.

15.4. We will automatically choose the most appropriate payment type for you depending on your specific instructions and the amount and destination of the payment (taking account of both charges and the time that it will take for the Recipient's bank to receive the payment).

15.5. Automatic Transfers

If you have set up Automatic Transfers between your UK HSBC accounts, we will make these at the close of business each day (usually after 11pm). We no longer accept instructions to set up new Automatic Transfers. The presence of an Automatic Transfer does not guarantee payment of items.

16. Direct Debits

16.1. Details about how you can set up a Direct Debit are set out in our Banking made easy brochure. We may change this information by giving you at least two months' advance personal notice.

16.2. The Recipient will normally lodge the Direct Debit instruction electronically onto your account but may occasionally send the original Direct Debit instruction you completed to us (all SEPA Direct Debit instructions will be lodged electronically). When each payment request is sent to us we will check that the reference for that payment matches the reference on the Direct Debit instruction and will then make the payment from your account.

16.3. You can withdraw your agreement for:

16.3.1. SEPA Direct Debit payments, by telling us via branch or Telephone Banking Service before midday on the day the payment is due to be made, or by post provided that we receive your letter at the start of the working day before the payment is due to be made; and

16.3.2. any other Direct Debit payments, by telling us via branch or Telephone Banking Service before the end of the day before that payment is due to be made by us.

You should also tell the Recipient that you have cancelled the Direct Debit instruction.

16.4. You can also tell us via branch or Telephone Banking Service to:

16.4.1. cancel all SEPA Direct Debit instructions;

16.4.2. stop all SEPA Direct Debit instructions to a specific Recipient; and

16.4.3. pay SEPA Direct Debits to specified Recipients only.

16.5. The payment will be deducted from your account and received by the Recipient's bank on the Direct Debit due date, provided that we receive the request to make the payment from the Recipient, or the Recipient's bank, by 10.30pm two working days before the due date. If we receive the request after this time we will make the payment two working days later.

16.6. Within five working days of the day a SEPA Direct Debit is deducted from your account, in a limited number of circumstances (please ask us for details), we may recall it from the Recipient's bank and re-credit it to your account.

17. Debit card payments (applicable to the HSBC Passport Bank Account and the International Student Bank Account only)

17.1. You can use your debit card where Visa is accepted. We may issue, at our discretion, debit cards with a contactless function which can be used at retailers who accept contactless Visa debit card payments. Debit cards with a contactless function will have a transaction limit, which we will tell you about when you receive your card from us. We may change this limit by telling you in accordance with the requirements in clause 30.4 of these General Terms.

17.2. If you have registered for an e-wallet, you can use a card stored in it or a card stored on your device to make payments to retailers who display the "Visa" sign and accept contactless payments. Contactless payment limits may apply to transactions authorised using a card stored in an e-wallet or on your device. This can vary between retailers and payment card terminals that are used. We may therefore refuse a payment transaction if it exceeds the current contactless limit applicable to a specific retailer.

17.3. If you're making a payment over the internet you may have to register for Verified by Visa. If you don't we may not authorise your payment. Once registered, you may be required to enter certain characters from your Verified by Visa password each time you make a card payment.

17.4. Before we will make a payment from your account:

17.4.1. for transactions in person, we will require you to:

- enter details of your Card PIN into a keypad; or
- provide a signature; or
- if you use a contactless function on your card, remove it from your wallet, purse or where it is being stored and hold the card near the contactless device provided by the retailer (you may be asked to also either enter your Card PIN into a keypad or provide a signature);

17.4.2. for other transactions, we will require certain personal details and the three digit card security number on the back of your card.

Any of these actions will be your agreement for us to make the payment.

17.5. You can authorise a card payment using a card stored on a device or in an e-wallet by following the procedures notified to you by the device manufacturer or e-wallet provider. For example, this will include:

- at a retailer's premises by holding your device (eg, your compatible smartphone or associated watch) within a few centimetres of a card reader and entering the Security Details requested (this includes any device security information and any fingerprints stored in your device). You may also be required to activate your phone or device first or enter Security Details before presenting the device to a card reader;
- to make an "in App" purchase on your compatible device with a participating retailer by selecting to pay by that method and entering the Security Details requested for that type of payment (which may include your device Security Details).

If you have stored more than one card on a device or in an e-wallet, you may be required to select a default card. When you authorise a payment, it will relate to your default card unless you actively select a different card.

For decision-making and card-misuse prevention purposes, we may refer an authorisation request back to the retailer for further information. This may result in you being asked to produce further identification. This may also be done on a random basis for fraud prevention purposes.

17.6. You can withdraw your consent to make a card payment after you have authorised it if you advise us and agree this with the retailer or supplier.

17.7. We will not be responsible if a retailer or other supplier refuses to accept your debit card.

17.8. We will normally deduct from your account the amount of a debit card payment made in the UK, Channel Islands or Isle of Man on the first working day after we receive the request from the retailer's bank for the payment to be made. We will make the payment to the retailer's bank on the same day.

17.9. When you use your debit card to pay for goods in a Non-Sterling currency, or to make Non-Sterling cash withdrawals from self-service machines operated by a third party, you may be able to agree that the currency conversion is done by the third party at the point of sale or point of withdrawal, as applicable (we will call this "third party conversion"). Most self-service machines inside the UK, Channel Islands and Isle of Man will not give you a choice and will always be third party conversion.

17.10. Unless you have agreed a third party conversion, the exchange rate that applies to any Non-Sterling currency debit card payments (including cash withdrawals) is the Visa Payment Scheme Exchange Rate applying on the day the conversion is made. We will make the conversion and deduct the payment from your account once we receive details of the payment from Visa, at the latest the next working day. Details of the current Visa Payment Scheme Exchange Rates can be obtained by calling us on our usual telephone numbers, set out in the table before Section 1 of the General Terms, or visiting the card support section of our website hsbc.co.uk.

18. Cash withdrawals

18.1. A charge will be deducted from your account for foreign currency banknotes withdrawn from your Foreign Currency/International Personal Accounts. We will tell you about this charge when you open your account and also when you make the withdrawal request.

18.2. If we have told you that you can use self-service machines or you make a withdrawal at Post Office® branches using your card, we will set a limit on the amount you can withdraw each day. You will be advised of the amount of the limit when you receive your card from us.

18.3. Sterling cash withdrawals from self-service machines in the UK, Channel Islands and Isle of Man and Sterling cash withdrawals from Post Office® branches in the UK will be deducted from your account on the same day.

18.4. For any Non-Sterling cash withdrawals at third party self-service machines both inside and outside of the UK, Channel Islands and Isle of Man, unless you use a third party conversion (as described in clause 17.9), the amount of any cash will be converted into Sterling as set out in clause 17.10. We will deduct the withdrawal from your account once we receive details of the payment from the payment scheme (eg, Visa), at the latest the next working day. If you use a third party conversion, the applicable exchange rate, the amount of cash you will receive and the amount in Sterling will be shown on the screen and you will need to press a button on the keypad to agree to the withdrawal. The amount in Sterling will be deducted from your account balance when we receive details of the payment from the self-service machine operator, at the latest the next working day. See the relevant price list for charges that will apply.

18.5. For any Sterling cash withdrawals at third party self-service machines outside the UK, we will deduct the withdrawal from your account once we receive details of the payment from the payment scheme (eg, Visa), at the latest the next working day. See the relevant price list for charges that will apply.

18.6. For all cash withdrawals, you are not able to cancel the transaction after you have pressed a button on the keypad to agree to the withdrawal.

18.7. For withdrawals over the counter at branches, you must provide an item of identification acceptable to us, and the cheque book or withdrawal book for the account (if you have been issued with one).

18.8. We will deduct cash withdrawals made over the counter at one of our branches from your account on the same day. For Foreign Currency/ International Personal Current Accounts, this may be the next working day.

19. Cash payments in

19.1. You can pay cash in:

- over the counter at one of our branches; or
- if you have a card issued by us, at one of our self-service machines that allows payments to be made into your account; or
- to a current account, using the card issued on that account, at any Post Office® branch.

You must complete a paying in slip to pay in cash at our branches or at one of our self-service machines. If you are paying in cash at a Post Office® branch, you must swipe your card through the card reader on the counter and hand your cash to the cashier. Post Office® Local branches apply a maximum limit of £1,000. You must not send cash to us by post.

19.2. If you pay only cash into your account over the counter at one of our branches, a Post Office® branch, or we receive cash from you by personal delivery, it will be credited to your account and available for you to withdraw immediately.

It will be treated as cleared for credit interest and/ or Overdraft Interest calculation purposes (if applicable) on the same day.

19.3. If you pay in cash using one of our paying-in machines, provided you pay in before the cut-off time displayed on the machine, it will be credited to your account and available for you to withdraw immediately after the machine is opened and we receive and check your deposit, which will be on the same working day. If the cut-off time is missed, your money will be credited to your account the next time the paying-in machine is opened and we receive and check your deposit, which is usually the next working day. Some paying-in machines will automatically count the money you deposit and it will be credited to your account and available for you to withdraw immediately. It will be treated as cleared for credit interest and/or Overdraft Interest calculation purposes (if applicable) on the same day.

19.4. If you use one paying-in slip to pay a mixture of cash and cheques into your account over the counter at one of our branches or by using one of our paying-in machines, the cash will be credited to your account, available for you to withdraw and treated as cleared for credit interest and/or Overdraft Interest calculation purposes (if applicable) as described in clauses 19.2 and 19.3 (as applicable). Please see clause 21 for the treatment of cheques.

19.5. Other banks may allow you (although they may charge) to pay in cash through their branches to your HSBC account(s). The cash will be credited to your account and available for you to withdraw immediately after we receive it. It will be treated as cleared for credit interest and/or Overdraft Interest calculation purposes (if applicable) on the same day.

20. Cash withdrawals and cash and cheque payments at Post Office® branches

If you have a Sterling current account you can use your card and card PIN at all Post Office® branches in England, Wales, Scotland and Northern Ireland, but not in the Channel Islands and Isle of Man, to check your balance, pay in cash and withdraw cash from your Sterling current account. You must have a Card PIN to be able to do this. You can also pay cheques in to your Sterling current account at all Post Office® branches by completing a pre printed paying in slip from your paying in book or cheque book and handing this to the Post Office® cashier in a paying in envelope.

21. Cheques

21.1. Cheques you issue

21.1.1. 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, eg, 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. However:

- if a cheque you issue is paid in at the counter of your branch, eg, to pay a bill or is paid in there by the Recipient, the amount will be deducted from your account on the same day;
- if you cash a cheque you issue 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' (please see clause 21.3.1 for details of what "special presentation" is), the amount will be deducted from your account on the day it is received by us. This is likely to be on the working day after the day it was paid in by the Recipient, but could be on the day it is paid in.
- if you issue a cheque on your Foreign Currency/ International Personal Current Account, the time taken for the amount to be deducted from your account will depend on when it is paid in, the currency of your account, and the country in which the Recipient's account is based.
- if we have agreed in advance that you can cash a cheque at any Post Office® branch, the amount will be deducted from your account three working days after you have paid it in, provided you pay it in before the relevant Post Office® cut off time.

21.1.2. You can instruct us to stop or cancel a cheque as long as we receive the request to stop it before 1.30pm on the day the cheque is presented for payment.

21.1.3. You must only write cheques in the currency of your account.

21.1.4. If a cheque is lost or stolen, or if you think someone has signed one of your cheques without your permission, you must call us immediately.

21.1.5. Cheque books remain our property at all times. They must be returned when you close your account or if we ask for their return.

21.1.6. When writing a cheque:

- you must take all reasonable precautions to prevent anyone else altering it or making a forgery. This includes (but is not limited to) using black ink which cannot be erased, never leaving a gap between words or figures and never signing a cheque before you use it;
- you must not write a future date on it as it may not prevent the payee from paying it into their bank before that date.

21.1.7. Our cheques have the words "A/C PAYEE" printed across them which means they can only be paid into the bank account of the person/ organisation named on the cheque. If you want to write a cheque that can be paid into the bank account of someone other than the person you name on the

cheque you must put a line through the words “A/C PAYEE” on the cheque and sign your name (not your initials) alongside the alteration.

21.1.8. You must sign all alterations to cheques you issue.

21.1.9. If we receive for payment one of your cheques that is more than six months old, we may, but do not have to, pay it.

21.1.10. We will keep original cheques paid from your account or copies for at least six years unless we have already returned these to you. Subject to this, if there is a dispute about a cheque paid from your account, we will give you the cheque or a copy as evidence.

21.1.11. Banking of cheques for payment will at all times be subject to the rules and clearing processes of any cheque clearing system(s) used by us.

21.2. Clearing cheques

21.2.1. This section applies to cheques drawn in Sterling or in euros (other than those drawn on banks abroad) paid into branches of English, Scottish, Welsh or Northern Ireland banks in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man. For foreign cheques (as defined in clause 21.4.1), see clause 21.4. Payments may take longer through some financial institutions. Please also see clauses 21.3.3 to 21.3.6 overleaf.

If you pay a cheque in at a Post Office® branch before the relevant Post Office® cut off time, we should receive your cheque from the Post Office® on the next working day. The timescales set out in clauses 21.2.2 to 21.3.6 will start on the working day we receive your cheque from the Post Office®.

21.2.2. 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 we agree otherwise, eg, the proceeds of a cheque paid in on a Monday will normally be available for withdrawal on that Thursday. We may extend this time period if there are actual or potential credit or fraud prevention reasons to do so. If you are more than three working days into switching your current account to another provider using the Current Account Switch Service, we will not include the balance of the cheque in the money we send to your new provider when your account is switched. We will send them the amount of the cheque four working days after the day you have paid it into your account. When we refer to the day you pay a cheque into your account we mean the first day that we deal with and process the cheque. So, if you pay in a cheque via a self-service machine after the cut-off time displayed in branches, we will not process your cheque until the following working day. If you post a cheque to us we will process your cheque on the day we receive it. The cheque amount will be included in your balance (but not your available balance) before you can withdraw the money.

21.2.3. We treat cheques as being cleared for credit interest and/or Overdraft 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 credit interest and/or Overdraft Interest calculation purposes (if applicable), you may be charged Overdraft Interest even though your account shows a credit balance. So in the above example if you have an overdrawn balance on the Monday and you spend the proceeds of the cheque before Wednesday you may be charged Overdraft Interest.

If you pay a cheque in at the HSBC branch detailed on the cheque and your account is also held at that branch, we'll take the amount of the cheque into account when we calculate any Overdraft Interest on that day.

21.3. Cheques returned unpaid and paying in cheques

21.3.1. The bank on which a cheque is drawn may return it unpaid, even if we have let you withdraw the money and/or the amount on the cheque has been included in your available balance (see clause 25.6). When a cheque is returned unpaid, it will usually happen three or four working days after the cheque has been paid into your account, but it could be later (see clauses 21.3.3 to 21.3.6). When you pay in a cheque at a branch counter, you can ask us to specially present it to the bank it is drawn on. We will post the cheque to the bank it is drawn on and, upon receipt, they will confirm whether the cheque will be paid. Special presentation does not affect the clearing cycle set out in clause 21.2 for credit interest and/or Overdraft Interest calculation purposes (if applicable). A charge will be deducted from your account for this. Please also see clause 21.1.1.

21.3.2. If a cheque paid into your account is returned unpaid, the amount of the cheque will be deducted from your account. If you withdraw against a cheque which is later returned unpaid, and the deduction of the amount of the unpaid cheque from your account would either make your account go overdrawn or go over an existing overdraft limit, we will treat this as an informal request for an overdraft – please see clause 3.5 of the Current Accounts Terms for further details. Depending on the reason given for the cheque being returned unpaid, we will either ask for payment again from the bank of the person who issued it, or return it to you.

21.3.3. Clauses 21.3.4 and 21.3.5 apply to Sterling cheques paid in at and drawn on branches of English, Scottish, Welsh or Northern Ireland banks.

21.3.4. If a cheque paid into your account is returned to us unpaid, we will not debit your account beyond the sixth working day after it was accepted by us unless clause 21.3.5 applies (if you pay a cheque into your account over the counter at another bank the date we accept the cheque will be when your account with us is credited with the amount of the cheque). Because we process overnight, the debit to your account could appear on your account statement up to 9am on the seventh working day. For example, if you pay a cheque into your account on Monday, your account will not be debited after close of business on Tuesday the following week (or Thursday the following week for cheques paid in at other banks' counters), and the debit will show on your account statement by 9am on Wednesday the following week (or Friday the following week for cheques paid in at other banks' counters).

21.3.5. A cheque you pay in may be returned and the amount of the cheque deducted from your account more than six working days after the date we accepted it:

- where you are, or we reasonably suspect you are, knowingly involved in a fraud concerning the cheque; or
- if you have given your express consent.

21.3.6. Clauses 21.3.3 to 21.3.5 do not apply to cheques paid in at or drawn on branches in the Channel Islands and the Isle of Man. In such a situation, a cheque could be debited later than six working days after you have paid it into your account. Because of this, we may require you to wait until we are certain that the cheque has been paid before you are able to draw against it.

21.3.7. 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, a cheque or other item made payable to joint names cannot be paid into a sole account.

21.4. Foreign cheques

21.4.1. 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. This also includes other forms of foreign payment.

21.4.2. We may agree to "negotiate" a foreign cheque although we are not obliged to do so. "Negotiate" means that we will add to your account immediately the full amount or the converted amount (if the foreign cheque is in a different currency to your account) of the foreign cheque. If it is returned unpaid, we will 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. Anyone who signed or endorsed the foreign cheque will also be responsible to us.

21.4.3. The amount of the cheque will start accruing credit interest (if applicable) from when it is added to your account.

21.4.4. For a foreign cheque negotiation, we will deduct our fees when you pay it in. If it is returned we will deduct a further fee.

21.4.5. We may decide or agree to send a foreign cheque for "collection". This means we will either:

- send it directly to the bank on which it is drawn and credit your account once we have received payment; or
- pass it through the clearance system in the country where it needs to be presented for payment. We may appoint an agent (ie, someone to act on our behalf) in that country (which may be an HSBC Group company) to do this for us. We will credit your account with the amount of the foreign cheque (subject to clause 21.4.9) 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 after receiving funds from the bank upon which the foreign cheque is drawn to be certain that it has been cleared and has not been returned before we credit your account.

21.4.6. If exchange restrictions or some other cause result in us receiving payment in a currency different from that of the cheque, we will not be responsible for any loss in exchanging the proceeds into the currency of your account.

21.4.7. The Uniform Rules for Collections, as published by the International Chamber of Commerce, apply to any "negotiation" or "collection" of foreign cheques or other forms of foreign payment.

21.4.8. You must sign the back of any foreign cheques you pay into your account. Your signature should be in the same form as your name on the front of the cheque.

21.4.9. For a foreign cheque "collection" we will deduct a fee from the proceeds when we receive them or, if it is not paid, we will charge a fee when we receive the unpaid cheque. Our fees will include any charges made by our agents (which may be payable whether the cheque is paid or not) and/or the bank on which the cheque is drawn.

21.5. Bank Drafts

21.5.1. We will deduct a charge from your account for any bank drafts you request.

21.5.2. If you no longer need a bank draft we have provided to you, you should return it to us. We will pay the amount of the draft into your account. We will deduct a charge from your account for this. For foreign currency bank drafts we will convert the amount of the draft into Sterling using our HSBC exchange rate at the time the draft is paid in (this may mean that the amount that is paid into your account is different from the amount deducted when the draft was issued).

21.5.3. If a bank draft is lost or stolen, you can ask us to put a warning on the original draft; where the original draft was drawn on a foreign bank (this is likely to be the case where the payee is in a foreign country), we will ask the foreign bank to put a warning on the original draft. The warning will not stop or cancel the bank draft (it is a guaranteed form of payment) but may alert any Recipient to the fact that it has been lost or stolen, and so increase the chances that it will not be accepted. We will deduct a charge for this from your account and, where the draft is drawn on a foreign bank, we will deduct any charge the foreign bank makes for this.

21.5.4. If a bank draft is lost or stolen, you can ask us to provide a replacement draft, refund the amount of the draft to you or send an electronic payment to the intended Recipient. Before we do this, we will check to see whether the original draft has been paid, and if it has not been paid, we will ask you to agree to pay us the value of the original draft if we subsequently have to pay it. If it is in a foreign currency, we will ask you to pay the value of the original draft in Sterling using our HSBC exchange rate at the time we have to pay the draft.

22. If a payment has been made into your account by mistake

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

22.1.1. deduct an amount up to the value of the mistaken payment from your account and return it after we have given you written notice of our intention to do this. If you do not agree that the payment has been made into your account by mistake you must contact us within the time period set out in the letter, otherwise we will return the payment; and

22.1.2. prevent you from using the amount of the disputed payment whilst we carry out the actions in paragraph 22.1.1 above.

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

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

22.4. If we deduct a payment from your account and this leads to your account either:

- going overdrawn and you don't have a covering formal overdraft facility on your account; or
- going over an existing formal overdraft limit

we'll treat this as an informal overdraft request from you.

Part D

23. Joint accounts

23.1. 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 (including those given to us using Telephone Banking Service, Online Banking or the HSBC Mobile Banking App), 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 an overdraft or other facility and closing accounts in your joint names, but not including converting a joint account to a sole account (see clause 23.8 for more details). In such a case, you consent that any information we may need to send you may be sent to only one of you.

23.2. 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 clause 23.3.

23.3. 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 set out in clause 23.1. 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 Online Banking and/or the HSBC Mobile Banking App may be suspended (this would mean that you would have to make alternative arrangements for your regular payments to be made). 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. We will need the authority of all of you to pay out any credit balance on the joint account or to close the joint account.

23.4. If we receive notice that any one of you has become mentally incapable we will treat this as notice of cancellation of the authority set out in clause 23.1. This means that we will only make payments out of the account that were authorised before we received notice until either an Attorney or Receiver is appointed to act for the person who is mentally incapable.

23.5. We may disclose to any of you any information we hold about the account(s) including historical statement information. This means that where a sole account is converted into a joint account, statement information relating to the account when it was a sole account may be made available to any of the joint account holders.

23.6. Unless clause 23.3 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 in relation to the account.

23.7. You agree that if any one of you registers for Online Banking, the HSBC Mobile Banking App or any other banking service provided over an electronic channel which we may make available to you:

- we may provide Online Banking, the HSBC Mobile Banking App or such other service in respect of your joint account even if not all of you have registered for Online Banking, the HSBC Mobile Banking App or such other service; and
- you will be bound by the Online Banking terms, the HSBC Mobile Banking App terms and/or the terms of such other service (terms are available on request or at hsbc.co.uk); and
- we may follow any instructions given to us in relation to your joint account by any one of you, even if any joint account mandate requires the authority of more than one of you. This clause overrides the mandates.

23.8. We will not accept instructions to convert a joint account to a sole account, even where those instructions are provided by all joint account holders.

24. Third party authority

If you want to authorise another person to operate your account(s) you (all of you for joint accounts) will need to sign a third party mandate. If you do this then you will be responsible for the third party's actions or omissions as if they were your own.

25. Statements

25.1. We will either provide you with paper statements or your statements will be available to be viewed electronically within Online Banking or the HSBC Mobile Banking App (if you are registered for Online Banking or the HSBC Mobile Banking App (as applicable)).

25.2. If we provide you with paper statements we will do so regularly and at least once every 12 months.

25.3. If one or more payments have been made from or to your account in any month and you would not normally receive a statement that month because, for example, you receive statements every three months, you can ask us to provide you with a paper statement for that month.

25.4. If you have a joint account we will send a statement to each of you (to different addresses if you wish) unless you ask us not to.

25.5. If an incorrect entry on your account is identified 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.

25.6. Balance information

25.6.1. We may provide you with details of:

- the balance on your account. This may include transactions that are still being processed and so may be subject to change. It may not include the amount of any overdraft you have.
- the available balance on your account. This includes the amount of cleared funds in your account together with the amount of any overdraft you have.

Your account and the transactions passing through it may be affected by a court order, or any order we receive from the Child Maintenance and Enforcement Commission, that is obtained, for example, against you or your account. If so, the balance may change and transactions may not be processed or may be reversed.

25.6.2. For all accounts (other than the International Personal Account/Foreign Currency Current Account) you will be able via Online Banking, the HSBC Mobile Banking App and Express Bank machines (where available) to view details of certain payments due to leave or be credited to your account the working day before they are due to show on your statement.

25.6.3. Items that are due to credit your account may be returned or recalled by the person making the payment and so may not be included in your statement. The fact that you have been able to see these items is not a guarantee they will be paid into or out of your account on the following working day and that they will appear on your statement.

26. Fraud prevention

26.1. Occasionally for fraud prevention purposes, we may have to contact you to re-confirm some payments (for example high value payments) or ask for additional security information. If we leave a message asking you to contact us, you must do so as soon as possible. We may decline payment requests made through the Telephone Banking Service, Online Banking or the HSBC Mobile Banking App if you don't call us back. We'll usually make card payments provided there's no reason for us to think other transactions on your account are suspicious.

26.2. Our fraud prevention measures may lead to the payment being delayed. This will not prevent you from later disputing you authorised the transaction.

27. Responsibilities

27.1. Making payments

27.1.1. We will make payments based on the information we require you to provide to us as set out in clause 2. If you provide us with incorrect information, we will not be responsible if the payment is not made, it is delayed or it is made incorrectly. If you ask us, we will make immediate efforts to trace and recover an incorrect payment and will tell you the outcome.

27.1.2. If you provide us with extra information to that specified by us as required, we will only be responsible for making the payment based on the information we have told you we require.

27.1.3. It is the Recipient's bank's responsibility to make sure a payment we have sent to them is added to the bank account of the Recipient. Some Recipient banks will only use the SWIFT Business Identifier Code address, sort code or national bank code and the account number or IBAN when doing this.

27.1.4. If you have instructed us to make a payment, we are responsible for it being made correctly unless we can prove to you, or the Recipient's bank (as appropriate), that the payment was received by the Recipient's bank within the timescales for executing payments set out in clause 15.2 and in clauses 15.3 to 21. Where we can prove this, the Recipient's bank will be responsible to the Recipient for making available the payment and crediting the Recipient's account as appropriate.

27.1.5. If a payment has been made incorrectly and we fail to prove the payment you authorised was received by the Recipient's bank as required by clause 27.1.4, we will, without undue delay, refund your account with either:

- the payment; or
- in the case of an overpayment, any excess amount incorrectly deducted, so you do not incur any loss, and we will also restore your account to the position it would have been in had the incorrect payment or overpayment not been made, for example, by refunding any, charges (including Informal Overdraft Usage fees) or Overdraft Interest as appropriate.

27.1.6. Where another person has requested a payment from your account (for example, a Direct Debit) and such transaction was either not executed or incorrectly executed, we will refund to you, if appropriate, the amount of the payment transaction and restore your account to the state in which it would have been had the defective transaction not taken place. This is provided that the payee's bank or other financial institution can prove to us that they correctly transmitted the payment order to us.

27.1.7. You must tell us promptly on becoming aware of any error (at the latest within 13 months of the date the transaction was deducted or should have been deducted from your account) or you may not be entitled to a refund under this clause 27.1.

27.1.8. We will not be responsible under this clause 27.1 if the circumstances giving rise to the incorrect payment transaction were due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary.

27.2. Refunding pre-authorised payments such as Direct Debits

27.2.1. If you authorise a transaction and the following conditions apply:

- the exact amount of the payment is not specified when you give your authority, for example with a Direct Debit; and

- the amount of the payment exceeds the amount you could reasonably have expected to pay, taking into account your previous spending pattern, the Terms and all other circumstances (but not fluctuations in the exchange rate), then, provided you ask for a refund within eight weeks (subject to your additional rights under the Direct Debit Guarantee Scheme) of the payment being charged to your account, we will refund your account with the full amount of the payment. No refund will be made if you have agreed with us for the particular payment to be made and, where appropriate, details of the payment are provided or made available to you by any means at least four weeks before the payment is made from your account.

27.2.2. You must provide us with any information we request which is reasonably required to allow us to verify the conditions set out in clause 27.2.1.

27.2.3. We will either make a refund or provide you with our reasons for refusing your request within ten working days of either receiving your request for a refund, or receiving the information referred to in clause 27.2.2.

27.2.4. The Direct Debit Guarantee Scheme applies, in addition to clause 27.2.1, to Direct Debit payments other than SEPA Direct Debits.

27.3. Refunding SEPA Direct Debits

You can ask us to refund the amount of a SEPA Direct Debit to your account within eight weeks of the date the payment was deducted from your account. You must provide us with details of the date the payment was deducted from your account, the amount of the payment, and the name of the Recipient. It will be your responsibility to resolve any dispute about this refund directly with the Recipient.

27.4. Unauthorised transactions

27.4.1. You must read your statements carefully on receipt or when they are available online. To help us prevent fraud, you must tell us immediately by calling us if you do not recognise any transaction shown on your statement or if you think any payment you have authorised has been executed incorrectly.

27.4.2. If you do not tell us promptly about any transaction that you do not recognise, (at the latest within 13 months of the date the transaction was deducted from your account), you may not be entitled to a refund under clause 27.5.

27.5. Liability for unauthorised transactions

27.5.1. Subject to clauses 27.5.2 to 27.5.4 and 27.6 we will be responsible for any unauthorised transactions that you tell us about in accordance with clause 27.4 (if, on reasonable grounds, we suspect fraud or that you have been grossly negligent, we will investigate the transaction). Where we are responsible, we will immediately refund the amount of the unauthorised transaction and any resulting Overdraft Interest and charges (including Informal Overdraft Usage Fees). We will have no further liability to you. If we later become aware of evidence that shows we are not responsible for the transaction, we will recover an amount equal to the refund from your account.

27.5.2. You will be responsible for all losses if you act fraudulently or if you allowed another person to use your card, Security Details or your account.

27.5.3. You will be responsible for all losses arising from unauthorised transactions on your account as result of:

- you acting fraudulently, or
- you intentionally or with gross negligence failing to use your card, Telephone Banking Service, Online Banking and/or HSBC Mobile Banking App in accordance with the Terms (including keeping safe your card, PIN or any other security or personalised details), or
- you intentionally or with gross negligence failing to notify us in accordance with clause 9.2 of the loss or theft of any card, PIN, or other security or personalised details.

27.5.4. Unless you have acted fraudulently, you will not be responsible for any losses in respect of an unauthorised transaction:

- if someone uses your card before you receive it, or
- if your card has been used to purchase goods via the telephone, via the internet or mail order, or you have purchased goods and services via Online Banking, the HSBC Mobile Banking App or Telephone Banking Service, or
- after you have notified us of the loss or theft of your card or Security Details in accordance with clause 9.2, or
- if we have failed to provide the facilities we describe in clause 9.2 for you to tell us if your card or any Security Details have been lost or stolen.

27.6. Abnormal and unforeseen circumstances

We will not be responsible to you if we fail to comply with any of the Terms:

- due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary; or
- where our failure to comply is due to our obligations under European or national law.

This clause will also apply if you are unable to use a device, an e-wallet or any of your cards stored on a device or within an e-wallet unless this is as a result of something we have done. This is because these services are not provided by HSBC and we do not control the platform, e-wallet or device.

27.7. Payments into your account

27.7.1. We will only process payments into your account using the SWIFT Business Identifier Code address, sort code or national bank code and the account number or IBAN provided. If we fail to credit your account with funds intended to be paid to you and which we received with the correct SWIFT Business Identifier Code address, sort code or national bank code and the account number or IBAN (as applicable), we will immediately make the amount available to you including, where applicable, crediting your account with the amount of those funds, provided that you notify us promptly on becoming aware of the error, and in any event, within 13 months of the date that the payment should have been paid into your account.

27.7.2. We can only accept responsibility for payments into your account after we have received and checked them.

27.7.3. If you pay two or more items into your account using a paying-in slip you must add these up correctly on the paying-in slip. If, when we process the payments-in, we notice that the total amount of the items is added up incorrectly on the paying-in slip and the difference is over £1, we will add the correct amount to your account. We will tell you we have done this. If the difference is £1 or less we may not carry out the correction or tell you.

27.8. Suspension of cards, Telephone Banking Service, Online Banking or the HSBC Mobile Banking App

27.8.1. We may, at any time, ask you to return your card to us or suspend its use, or suspend your use of Telephone Banking Service, Online Banking or the HSBC Mobile Banking App if we think it's reasonably necessary because:

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

In addition, we also have the right to restrict or suspend the use of a card registered on a device or with an e-wallet if:

- the service is no longer available to our customers; or
- you have notified the e-wallet provider, the device manufacturer or a mobile network provider to whom you have been advised to report your device as lost or stolen and they take steps to suspend the cards registered in an e-wallet or on a device.

27.8.2. We will normally give you advance notice (in writing, by phone or in branch) if we are going to suspend your use of your card, Telephone Banking Service, Online Banking or the HSBC Mobile Banking App. We will tell you why we are taking this action but we will not give you notice or details of the reason for the suspension if this would compromise our reasonable security measures or if it is unlawful to do so. We may occasionally suspend your use of your card, Telephone Banking Service, Online Banking or the HSBC Mobile Banking App without notifying you where we have been unable to contact you in advance.

27.8.3. We may deduct from your account the amount of any card transaction (and any charges relating to any such card transaction) despite the fact that your card may have been returned or suspended at the time we make the deduction.

27.8.4. You can ask us to lift any suspension of your use of your card, Telephone Banking Service, Online Banking or the HSBC Mobile Banking App by calling us.

28. Making changes

28.1. We may change interest rates, charges and other Terms in accordance with clauses 28 to 33.

28.2. For products or services which have a fixed term, or have some terms and conditions that are fixed, please see the Additional Conditions for information on the circumstances in which we may make changes to those terms. If there is a conflict between this clause 28 or clauses 29 to 33 and those Additional Conditions, the Additional Conditions will apply.

28.3. When we tell you about a change personally, we may do this by post, email, secure e-message, a message on your statement, or in any other way that will be sent to you individually.

28.4. When we give you notice of a change in the national press, the notice will be published in three national newspapers, which will usually be the Daily Mirror, the Daily Mail and the Daily Telegraph.

28.5. Information about our current credit interest and/or Overdraft Interest rates is available on our website, by telephoning us and by asking a member of staff at any of our branches. When we change the credit interest and/or overdraft interest rates on your account, we will update this information within three working days. The old rates will also be available to help you compare rates. We will update information in our literature, including our price lists (if applicable), as soon as reasonably possible.

29. Overdraft interest and credit interest rate changes

29.1. Changing interest rates that apply to money you have borrowed from us by way of overdraft ("Overdraft Interest Rate")

29.1.1. Overdraft Interest Rates are set by us following our assessment of your ability to meet your financial commitments (which will include considering your credit history and information held about you by credit reference agencies as well as how you conduct your account once it has been opened).

29.1.2. We may agree with you that the Overdraft Interest you pay is based on an underlying reference rate such as the Bank of England Base Rate or the HSBC Base Rate.

- we will change the Overdraft Interest Rate within one day of any change to the reference rate. The new rate will be on your statement; and
- we may change the amount by which your Overdraft Interest Rate is set above or below the reference rate; or
- we can remove the linkage between your Overdraft Interest Rate and the reference rate by telling you personally before the change happens,

if the change is unfavourable to you we will tell you at least 30 days in advance.

29.1.3. If the Overdraft Interest Rate is not based on a reference rate, if we are:

- reducing the Overdraft Interest Rate we will either tell you personally within 31 days or within three working days put a notice on our Rates and Charges Notices in our branches and in the national press; and
- increasing the Overdraft Interest Rate we will tell you personally at least 30 days in advance.

29.2. Changing interest rates that apply to money in your account (“credit interest rates”)

29.2.1. If the credit interest rate is based on a reference rate (for example the Bank of England Base Rate):

- we will change the credit interest rate within one day of any change to the reference rate. The new rate will be shown on your next statement; and/or
- we may change the amount by which the credit interest rate is set above or below the reference rate and/or provide that it will no longer be based on the reference rate by providing you with at least two months’ advance notice.

29.2.2. If the credit interest rate is not based on a reference rate we may change it in the following ways:

- if the change is favourable to you, either by, within 31 days of the change, telling you about it personally or by, within three working days of the change, putting notices in the national press and on our Rates and Charges Notices in our branches;

and

- if the change is not favourable to you, by telling you about it personally at least two months in advance of making the change.

30. Other changes to the Terms and benefits

30.1. We may make changes to the following parts of these Terms (including introducing new charges or changes to the basis on which we charge for operating/providing product(s)/service(s)) by giving you at least two months’ advance personal notice: the introduction before Section 1 of the General Terms, Section 1 of the General Terms, clauses 38.7, 42, 44 and 48 of the General Terms.

30.2. We may change the types of payments available on your account by giving you at least two months’ advance personal notice.

30.3. We may make changes to the price list that applies to your account (including introducing new charges or making changes to the basis on which we charge for operating/providing product(s)/service(s)) in the following ways:

30.3.1. for changes to credit interest and/or Overdraft Interest rates see clause 29 above;

30.3.2. for eligibility criteria, by giving notice in the ways described in clause 30.4;

30.3.3. for overdraft information (excluding Overdraft Interest rates) and to increase or introduce new overdraft charges we will tell you personally at least 30 days in advance;

30.3.4. for reductions in overdraft charges we’ll tell you personally within 30 days of the change being made;

30.3.5. for any other change, by giving you at least two months’ advance personal notice.

30.4. We may make any other changes to the Terms (including introducing new charges or changes to the basis on which we charge for operating/providing product(s)/service(s)) and changes to benefits available with any account in the following ways:

30.4.1. if the change is unfavourable by giving you at least 30 days’ advance personal notice;

30.4.2. for any other changes to terms and conditions that apply to money you borrow from us by way of overdraft, by giving you advance personal notice;

30.4.3. for any other changes, by:

- within 30 days of the change, telling you about it personally; or

- within three working days, putting notices in the national press and on our Rates and Charges Notices in our branches.

31. Reasons for making changes

We may make any change to the Terms under clauses 28 to 30 at any time if we reasonably believe that the change is to your advantage or is needed for any one or more of the following reasons (which may relate to circumstances existing at the time or those which are expected to apply in the near future):

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

In addition,

(i) we can change interest rates (both credit interest and Overdraft Interest) at any time;

- to respond proportionately to changes in the Bank of England Base Rate, other specified market rates or indices or tax rates;
- to proportionately reflect other legitimate costs in providing the account (including our funding costs).

We can also change interest rates for any other valid reason; and

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

We can also change charges for any other valid reason.

We can change the HSBC Exchange Rate and the HSBC Global Transfers Exchange Rate, which are reference rates, immediately and without giving you prior notice.

32. Other reasons for making changes to the extent the Terms do not apply for a fixed term

To the extent the Terms do not apply for a fixed term, we can make any change so long as we give you advance notice and you are able to close your account or end a service that relates to an account, before the change takes effect without charge.

We need this flexibility to change because we need to be able to manage how we provide your account over a long period of time and it is very difficult for us to anticipate all the circumstances when we might need to change the way your account works. If you do not like any change we make in this way, you have the right to close your account and move to a new account either with us or another financial institution.

33. What you can do when we tell you about a change

You may end this framework contract and close your account within two months of the date of any advance notice of a change we send to you or, if longer, up to the date the change is due to take effect, unless it is a change in Overdraft Interest rates made under the first bullet point in clause 29.1.2 or made under clause 29.1.3. There will be no charge for this. If you do not tell us that you want to close your account, then we will assume you have accepted the change and it will take effect automatically.

34. Ending this framework contract and closing your account

34.1. Unless you have a product or service with a fixed term, this framework contract will continue indefinitely until you or we end it in accordance with the terms of the framework contract.

34.2. Unless Additional Conditions apply, you can end this framework contract and close your account(s) (Section 1 of the General Terms) with us at any time, by writing or phoning us, by going into your local branch, via Online Banking or via the HSBC Mobile Banking App (you can only use Online Banking / the HSBC Mobile Banking App if you have two or more accounts with us (including any first direct accounts) and the balance on your account is being transferred to another account with us). You must destroy any unused cheques and all cards issued to you by cutting them into at least six pieces. If you have registered a debit card on a device or within an e-wallet, you must also delete the card from each device on which it is registered.

34.3. In relation to joint accounts, any of you may request closure and the redirection of balances and regular payments, unless clause 23.3 applies.

34.4. If this framework contract is ended in accordance with this clause 34, your account will close and, other than where terms/ products/services are expressly stated to continue, your agreement with us, consisting of the Terms, will also end.

34.5. You must repay any money owed to us before we close your current account. If you close your current account, we will deduct any outstanding interest and/or charges that haven't yet been applied to your account before providing the remaining money to you.

You are responsible for cancelling payments into and out of your account. If someone tries to make a payment into your account after it has been closed, we will take reasonable steps to return the payment to them. If, after account closure, we pay any cheques you have issued or card transactions you have made or incur any charges relating to these, you agree to repay us these amounts in full.

If you switch your current account to another provider using the Current Account Switch Service/ CASS, before your account closes, we'll deduct any outstanding interest and/or charges that haven't yet been applied to your account before sending any remaining money to your new account.

If you switch your account to another provider you must repay any monies owed to us before we close your account.

34.6. We can end this framework contract with you and close your account immediately in the following situations:

34.6.1. if you have seriously or persistently broken any of the Terms, including where:

- you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally; or
- your account is, or we reasonably suspect your account is, being used for an illegal purpose; or
- you are, or we reasonably suspect you may be, acting fraudulently; or
- your behaviour is improper, for example you act in a threatening or violent manner towards staff, which makes it inappropriate for us to maintain your account; or
- you were not entitled to open your account or take out your service; or
- we have demanded that you repay an overdrawn balance on your account to us and you fail to do so; or
- you have not provided us with adequate information required under clause 35; or

34.7. if we reasonably consider that by continuing the contract:

- we may break a law, regulation, code, court order or other duty; or
- we, or another HSBC Group company, may be exposed to action or censure from any government, regulator or law enforcement agency.

34.8. We will give you notice in writing immediately after your account has been closed under clause 34.6.

34.9. We may end this framework contract and close your account for any other reason by giving you at least two months' written notice. This clause 34.9 does not apply to any account you have with us during a fixed term.

34.10. If we close your account we will repay any credit balance to you.

34.11. On account closure you must destroy any unused cheques and all cards we have issued to you by cutting them into at least six pieces.

Section 2 – General

Section 2 contains terms of general application, including terms relating to how we will use your information, our right of set-off, transferring your account and transferring our rights and obligations.

35. Your Information

General Information

Where we refer in this section to the HSBC Group this includes HSBC Bank.

We won't disclose Customer Information to anyone, other than where:

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

Collection of Customer Information

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

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

Use of customer information

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

- provide Services;
- deal with any of your transactions;
- meet Compliance Obligations;
- perform Financial Crime Risk Management Activity;
- collect any money you owe us;
- perform credit checks and obtain or provide credit references;
- enforce or defend the rights of a member of the HSBC Group;
- for internal operational requirements of members of the HSBC Group (including, for example, product development, insurance, audit and credit and risk management);
- manage our relationship with you (including any marketing and market research you agree to); and
- verify your identity.

Sharing Customer Information

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

- any member of the HSBC Group and anybody who provides services to them or their agents;
 - any Authorities;
 - persons acting on your behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses and clearing or settlement systems;
 - other financial institutions, fraud prevention agencies, trade associations, credit reference agencies and debt recovery agents;
 - any introducing broker we provide instructions or referrals to or from whom we receive them;
 - any third party:
1. in connection with any reorganisation, sale or acquisition of any HSBC Group member's business;
 2. we use to provide Services to you; and
 3. for marketing purposes where you've consented to marketing.

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

For example, regulations based on the Common Reporting Standard require us to report certain information about you (and/or about certain Connected Persons) to the tax authorities in the country in which your account is maintained (eg, HM Revenue & Customs in the UK), which may transfer that information to tax authorities in countries where you or a Connected Person may be tax resident pursuant to international agreements to exchange financial account information.

However, whether it's processed in the UK or overseas, Customer Information will be protected by a strict code of secrecy and security applying to all members of the HSBC Group, their staff and third parties holding information on their behalf.

Your responsibilities

- You must tell us in writing about any changes to Customer Information provided to any member of the HSBC Group within 30 days of the change;
- You must promptly provide any Customer Information requested by any member of the HSBC Group;
- Before you provide any personal data or tax information about a Connected Person to a member of the HSBC Group, you must first tell them about and obtain their agreement to, their information being processed, transferred and disclosed as set out above. You must also tell them that they can access and correct their information.

You're responsible for complying with your tax obligations (and Connected Persons are responsible for complying with theirs), such as payment of tax and filing of returns, in all countries where those obligations arise and relating to the opening and use of accounts and Services provided by members of the HSBC Group.

Some countries' tax laws may apply to you even if you don't live there or aren't a citizen of that country. No member of the HSBC Group provides tax advice or is responsible for your tax obligations in any country, including in connection with any accounts or Services provided by members of the HSBC Group. You should seek independent legal and tax advice.

What happens if you don't meet your responsibilities

If:

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

then we may:

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

If you don't give us Tax Information about you or a Connected Person when we request it, we may make our own decision about your tax status. This may result in us reporting you to a Tax Authority, withholding any amounts from products or services you have with us and paying those to the appropriate Tax Authority.

Accessing your information

You can make a written request for a copy of certain personal records we hold about you. The current fee is £10 per request from each individual.

Credit reference and fraud prevention agencies

If you apply for a current account or credit, we may use details of your credit history obtained from a credit reference agency to assess your ability to meet financial commitments.

We may also share information with credit reference agencies:

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

Credit reference agencies record details that will form part of your credit history regardless of whether you proceed with your application for an account or borrowing. If you make several applications in a short period of time this may temporarily affect your ability to obtain credit. If you make a joint application for a current account or credit, an association linking your financial records with those of the other joint applicant(s) will be created by credit reference agencies. The credit history of your "associates" may be taken into consideration in any future application for credit. This association will remain in place until you file a "notice of disassociation" with credit reference agencies.

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

Information we may store on your computer

When you use any device to access HSBC Group websites, information may be stored and accessed on your device to:

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

Emails from or on behalf of the HSBC Group may include technologies to track, for market research purposes, if you open the emails and if you use internet links within them. Further information on our cookie policy, website terms and privacy statement can be found on our website.

Other ways we can use your information

To ensure we carry out your instructions accurately, to help us improve our service and in the interests of security, we may monitor and/or record your communications with us, such as telephone calls and conversations in branch. In the interests of security and preventing crime we may use closed circuit TV in and around our premises for the monitoring and collection of sound and/or visual images. All recordings remain our sole property.

We may make and keep copies of identification evidence you provide.

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

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

Actions we take to prevent financial crime

Members of the HSBC Group may carry out Financial Crime Risk Management Activity. Exceptionally, this may result in members of the HSBC Group delaying or refusing either to process a payment or your instructions, or to provide all or part of any Services to you.

No member of the HSBC Group shall be responsible to you or any third party for any loss incurred as a result of any member of the HSBC Group carrying out Financial Crime Risk Management Activity.

36. Our right of “set-off”

36.1. If:

- any accounts you hold with us in your sole name and which you hold jointly with another person(s) are in credit; and
- you have failed to pay us any amount which you owe on any other accounts you hold with us (in your sole name or which you hold jointly with another person(s)) anywhere (including any card accounts and those in different currencies) or any other amount you owe us, we may use the money you hold with us to reduce or repay the amount which you owe us.

This is called our right of “set-off”.

36.2. We can use our right of set-off as follows:

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

36.3. In addition, if any accounts you hold with us (in your sole name or which you hold jointly with another person(s)) are in credit we may use that money to repay any amount you owe on any other account (in your sole name or which you hold jointly with another person(s)) with any other company in the HSBC Group anywhere (unless we are prevented from doing so by law).

36.4. We will not use our right of set-off:

- against any money which we hold in an account in your name which you have advised us is not yours; or
- against any money which we are required to hold by law in an account in your name for someone else, or
- in any way that contravenes any law, regulation, code of conduct or industry guidance.

36.5. If we are contemplating using our right of set-off:

- we will always remind you of our rights by providing you with general information about our set-off rights and the circumstances in which we may exercise them in advance; and
- in doing so, we may (and you irrevocably authorise us to) convert to Sterling any balance that is in a currency other than Sterling at the HSBC exchange rate that applies at the time.

37. Inactive accounts

If there has been no activity from you on your account for some time, we may suspend your account (which will mean no payments can be made into or out of it) to protect against fraud. Unless we are concerned that doing so may jeopardise the security of your account, we'll give you two months' advance personal notice.

38. General

Unclaimed Assets Scheme

38.1. This section does not apply to customers who are under the age of 18 or Foreign Currency/ International Personal Current Accounts, or accounts held in the Channel Islands and the Isle of Man.

38.2. We participate in the unclaimed assets scheme established under the Dormant Bank and Building Society Accounts Act 2008.

38.3. If you have an account with us, including an account that we have closed in accordance with these Terms but we have not been able to repay your money to you, and there has been no activity from you in relation to that account for at least the last 15 years, we may transfer your balance to the unclaimed assets scheme at Reclaim Fund Limited ("RFL"). We will give you at least 30 days' notice before we transfer any of your money to RFL. RFL is a not-for-profit reclaim fund which is authorised and regulated by the Financial Conduct Authority.

38.4. Upon transfer of the money to RFL we will close your account in accordance with clause 34 of these Terms (unless it has already been closed).

38.5. You will still have the right to your money after it has been transferred to RFL. We will handle all repayment claims and so you should ask us (and not RFL) for information about having your money repaid to you.

38.6. Both we and RFL participate in the Financial Services Compensation Scheme ("FSCS"). The transfer of the money to RFL will not affect any entitlement you have to compensation under the FSCS.

38.7 Complaints

Accounts held in the UK

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

- visit www.financial-ombudsman.org.uk; or
- write to:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR; or

- phone them on 0800 0234 567 or 0300 1239 123

Alternative dispute resolution (ADR) can take place in various ways, including face-to-face, by telephone, in writing or online. To encourage use of online dispute resolution (ODR) there is an ODR platform created by the EU Commission which allows consumers to submit their complaint through a central site which will forward the complaint to the right ADR scheme. In relation to these Terms, this is the Financial Ombudsman Service and you can also contact them directly as per the above contact details. For more information about ODR please visit ec.europa.eu/odr.

Accounts held in the Channel Islands

If you are a customer of our branches in the Channel Islands and you are not satisfied with our final response to your complaint, you can refer your complaint to the Channel Islands Financial Ombudsman (CIFO). You must contact CIFO within six months of the date of our final response or CIFO may not be able to review your complaint. You must also contact CIFO within six years of the event complained about or (if later) two years of when you could reasonably have been expected to become aware that you had a reason to complain.

You can contact CIFO at:
Channel Islands Financial Ombudsman (CIFO)
PO Box 114
Jersey, Channel Islands
JE4 9QG

Tel: 01534 748610 (Jersey office)
Tel: 01481 722218 (Guernsey office)

Email: enquiries@ci-fo.org
Website: www.ci-fo.org

Accounts held in the Isle of Man

If you are not satisfied with our final response to your complaint, you can refer your complaint to the Financial Services Ombudsman Scheme for the Isle of Man (FSOS). You must bring your complaint to the FSOS within six years of the act or omission which led to your complaint and within two years of when it should have come to your notice if you weren't aware of it immediately. You can contact the Isle of Man FSOS at:

The Financial Services Ombudsman Scheme for the Isle of Man (FSOS)
Government Buildings, Lord Street,
Douglas, Isle of Man
IM1 1LE

Tel: 01624 686500

Email: ombudsman@iomoft.gov.im
Website: www.gov.im/oft/ombudsman

39. Tax on credit interest (not applicable to all accounts)

Accounts held in the UK

We won't deduct basic rate tax from credit interest.

We'll calculate any credit interest on payments once these have been added to your account.

Accounts held at Channel Islands and Isle of Man branches

We'll pay credit interest gross. It's your responsibility to comply with your tax obligations.

40. Bankruptcy

40.1. For accounts held in the UK only. In the event that a petition for a bankruptcy or sequestration order is presented against you then you agree that we may:

- suspend or stop your ability to make payments via Online Banking, the HSBC Mobile Banking App and Telephone Banking Service;
- ask you to return any debit cards and cheque books you have;
- 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; and/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 the Isle of Man, local legislation will apply.

40.2. If we are notified that any other court order or arrangement has been entered into or application made in relation to your account which requires authority to be obtained from a third party before we act on instructions to make payments from your account, you agree that we may take any of the actions set out in the first three bullet points in clause 40.1 above until we receive appropriate authority from the relevant third party.

41. Cancellation of your account

For a period of 14 days after the date we open your account, you have the right to cancel your agreement with us by closing your account. You can do this by writing to us at PO Box 6201, Coventry CV3 9HW, or via Online Banking or via the HSBC Mobile Banking App. We will give you all your money back together with any credit interest it has earned. We will ignore any additional charges and any notice period that applies to your account. For applications completed by telephone, the cancellation period will start from the day after you receive the terms and conditions in the post, by email or secure e-message. You can tell us you want to close your account by:

- calling us on the applicable number set out in the table before section 1 of the General Terms or writing to us at the above address;
- telling your branch in writing, by phone or in person;
- using Online Banking; or
- using the HSBC Mobile Banking App.

If you do not cancel your agreement with us within the period set out above, your agreement with us will continue. You can still end your agreement and close your account(s) with us in accordance with clause 34.2.

42. Transferring your account

We may transfer you from your existing account(s) to other account(s) we believe are appropriate for you if your existing account(s) is no longer going to be sold by us, or if we introduce new eligibility criteria or change any existing eligibility criteria for such account(s) and you do not meet this. We will give you at least two months' notice of this. You can close your account within two months of it being converted without charge.

43. Changing our banking hours and practice

We may change our banking hours, banking practices, availability of branches and similar matters by giving you notice in our branches or in the national press or by post (which includes statement messages and secure e-messages). If we plan to close or move your branch, we will give you at least twelve weeks' notice by post. We will tell you how we will continue to provide banking services to you.

44. Contacting you

44.1. You agree that we may use any contact details you have provided to us, including your postal address, telephone number(s) (including your mobile telephone number) and email address to contact you for service or operational reasons. These include telling you about changes to the Terms, including credit interest and/or Overdraft Interest rates, that apply to your account(s) and generally communicating with you about the day-to-day running of your account(s), products and services. If you are registered for Online Banking or the HSBC Mobile Banking App you agree that we may also contact you using our secure e-message service within Online Banking/the HSBC Mobile Banking App for these purposes. You must ensure that the contact details you provide are accurate and that you notify us promptly of any changes, including to your email address, telephone number(s) and postal address. If you would prefer that we do not contact you for service or operational reasons by email, mobile message or secure e-message please let us know. Whilst we will try to use your preferred channels wherever possible, you may continue to receive important service messages via these channels, for example, when we need to contact you urgently.

We will also use secure e-messages to contact you in respect of any accounts you hold that are managed solely online. Where we hold alternative postal address(es) for you, we may send mail to your home address if it is returned from, or you do not respond to, mail sent to your correspondence address.

44.2. We may record telephone numbers (including mobile telephone numbers) from which you contact us from time to time. In limited circumstances, we may use these telephone numbers to contact you if we are unable to contact you via telephone numbers you have provided to us.

45. Transferring rights and obligations

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 equally as well as us and who is authorised or recognised by the FCA as being entitled to accept deposits. This includes us appointing another HSBC Group company as our agent (ie, to act on our behalf) for debt recovery purposes. You may not transfer any of your rights or obligations in relation to your account or transfer or assign any account or deposit.

46. Not enforcing the Terms

We may occasionally allow you extra time to comply with your obligations or decide not to exercise some of our rights. However, we can still insist on the strict application of these Terms later on.

47. Your statutory rights

Nothing in the Terms will reduce your statutory rights including your rights relating to misdescribed accounts or services, the fairness of terms on which they are provided to you, any rights you may have to close your account and/or claim compensation. For further information about your statutory rights contact your local authority Trading Standards Department, or the Citizens Advice Bureau.

48. Governing law and language

For accounts opened in the UK (except Scotland), the Terms are governed by the laws of England and Wales as are our dealings with you until the time your account is opened. For accounts opened in Scotland, Scottish law will apply. For accounts opened in the Channel Islands and 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, Scotland or the Isle of Man, Jersey or Guernsey as appropriate.

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

Section 3

Current Accounts Terms and Conditions

(Current Accounts Terms)

Type of account	Min. age ^{*2}	Cheque book	Types of card	Overdraft service available	Credit interest paid?	Eligibility criteria	Default Account (If eligibility not met)
HSBC Passport Bank Account ^{*3}	18	No	Debit Card	No	No	Yes	Basic Bank Account
International Personal Current Account/Foreign Currency Current Account	18	Yes	None	If we agree ^{*1} (min £25,001 currency equivalent)	No	No	
International Student Bank Account ^{*3}	18	Yes	Debit Card	No - unless otherwise agreed ^{*1}	No	Yes	Basic Bank Account

^{*1} Customers aged 18 and over only. Overdrafts are subject to status.

^{*2} We may vary minimum age requirements.

^{*3} No longer on sale.

These Current Accounts Terms apply to our current accounts listed in the table above, including joint accounts and accounts which you are authorised by the account holder to operate. The table sets out the main features of each of our current accounts.

The Current Accounts Terms also apply to our Save and Borrow Accounts which are no longer on sale to new customers and to any other accounts that we specify. 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 accounts.

1. Eligibility

- 1.1. Eligibility criteria apply to some of our current accounts as detailed in the table. We will tell you what the eligibility criteria are (if any) when you enquire about or apply for a particular current account. You will not be able to apply if you fail to meet the eligibility criteria.
- 1.2. If you no longer meet the eligibility criteria for a particular current account once you have taken out the account then we will give you two months' personal notice (which includes telling you by post, statement message, email or secure e-message) that we will be converting your current account to the current account specified in the table.
- 1.3. We may change the eligibility criteria for any of our current accounts from time to time. If you hold the current account in question, we will give you notice of changes in accordance with clauses 28 to 32 of our General Terms. You can close your account without notice if you are not happy with the changes proposed.

2. Additional benefits

- 2.1. Some of our current accounts include a range of benefits on accounts, goods or services provided by us, other members of the HSBC Group or specially selected third parties. Separate terms and conditions may apply to some or all of the benefits which we will provide to you when the benefits are made available.
- 2.2. We will tell you which benefits are available when you enquire about or apply for the appropriate current account. We may later change the benefits that are available. We will tell you about changes in accordance with clause 30.4 of the General Terms.
- 2.3. Under the terms and conditions that apply to any specific benefit you have with your account, the provider of the benefit (this could be us, any other member of the HSBC Group or a specifically selected third party) may be able to make changes to the terms and conditions and may be able to cancel/close the benefit. Please see the terms and conditions that apply to the benefit for this.
- 2.4. If such a provider makes an unfavourable change to the terms and conditions that apply to any benefit that you have, or cancels/closes such a benefit, you may close your account in the ways described in clause 33 of the General Terms at any time during the period of notice of the change or cancellation given to you by the provider (this will be the case even if you are in an initial fixed period). If you close your account, all benefits will be withdrawn.

3. Borrowing from us

- 3.1. You must be 18 or over to borrow from us. All references to current accounts in this clause only relate to current accounts for customers aged 18 and over.
- 3.2. You can request an overdraft, or an increase to an existing overdraft, on our current accounts which offer an overdraft service (please see the table at the start of the Current Accounts Terms for details). You can do this in one of two ways, either:
 - by way of a formal request, that is, you ask us for and we agree to provide you with, an overdraft or an increase to an existing overdraft limit before you authorise any payments or withdrawals from your account that, if made by us, would cause your account to go overdrawn or over an existing overdraft limit; or
 - by way of an informal request, that is, where you authorise a payment or withdrawal to be made from your account which, if made by us, would cause your account to go overdrawn or over an existing overdraft limit without having agreed with us in advance an overdraft or an increase in an existing overdraft limit on your account to cover such payment.

3.3. If we receive:

- any cheque drawn by you that we may be bound to honour; or
- any debit card transaction on your account; or
- any other payment or withdrawal instruction or request made by you (or by anyone with your authority) to us in any way, that would, if honoured by us, either make your account go overdrawn or go over an existing overdraft limit, we will treat this as an informal request from you for an overdraft.

3.4. If we receive a formal request for an overdraft or an increase to an existing overdraft limit from you, we will consider your request and, if we agree to it, we will give you a letter setting out the terms of the overdraft.

3.5. If we receive an informal request for an overdraft or an increase to an existing overdraft limit from you, we will consider your request and if we agree to it, we will provide you with an overdraft or an increase to your existing overdraft to cover the item concerned for 31 days.

We will charge you an Informal Overdraft Usage Fee on any day your account is in informal overdraft.

If we do not agree to an informal request from you for an overdraft or an increase to an existing overdraft limit, then we will not make any payment authorised by you that would cause your account to go overdrawn or over any agreed overdraft limit.

If you do require an overdraft or an increase to an existing overdraft, it would be in your interests to contact us to discuss your borrowing requirements as it would probably be cheaper for you to have a formal overdraft than several informal overdrafts.

3.6. We may charge Overdraft Interest whenever your current account goes overdrawn, on the amount by which it is overdrawn. We may continue to charge Overdraft Interest until there is a cleared credit balance on your account.

3.7. Before we deduct Overdraft Interest as set out in clause 3.6 and/or charges including daily Informal Overdraft Usage Fees as set out in clause 3.5 from your account, we will give you at least 14 days' notice of how much we are going to deduct.

3.8. Whenever your account is overdrawn you should make regular payments into your account. You must tell us if you are unable to do this.

3.9. Every day, we will work out the Overdraft Interest you owe (if applicable) on the cleared debit balance of your account. It will be deducted from your account either monthly or quarterly (half yearly for Foreign Currency/International Personal Current Accounts other than those in Euros, which will be deducted quarterly) and depending on the terms we have agreed with you, or if we demand that you pay any money you owe us immediately.

3.10. Unless we have agreed other terms with you in writing, we may at any time end or reduce your overdraft and demand in writing that you pay any money you owe us immediately.

Text alerts

3.11. To try to help you avoid charges, if we hold a mobile telephone number for you we may send you text messages:

- if we have agreed an informal overdraft on your account; or
- if there is an insufficient available balance in your account to meet payments due to be made that day.

You can opt out of receiving these text messages by calling us.

It may not be possible for us to send you text messages on every occasion set out above (for example, if there are problems with our systems or if it is after 10.45pm) and you must continue to monitor your account carefully yourself.

We will send these text messages to the most recent mobile telephone number we hold for you. You must tell us as soon as possible if you change your mobile telephone number.

4. Responsibility for borrowing on joint accounts

All of you together and individually are 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 General Terms clause 23.

5. Cancellation of an overdraft facility

Once we have agreed to provide you with an overdraft facility you have the right to cancel the facility within 14 days. If you do wish to cancel you should write to us (see clause 41 of the General Terms) or telephone us. If you exercise your right to cancel you will be required to repay us the full amount drawn down under the facility. In addition you will be required to pay us Overdraft Interest on the outstanding balance until it is repaid in full. Your right to cancel will end after 14 days but you are still free to end your overdraft facility at any time by paying back all amounts.

6. Credit Interest

We calculate interest daily on the cleared balance and pay it monthly on the current accounts detailed on page 38.

7. Joint accounts

You cannot have a joint Student Bank Account, International Student Bank Account or Gap Year Bank Account.

8. Foreign Currency/International Personal Current Accounts

You must hold a Sterling Current Account with us for as long as you have your Foreign Currency or International Personal Current Account. If you do not do so or you close your Sterling Current Account (including switching your Sterling Current Account using the Current Account Switch Service) then we will immediately close your Foreign Currency or International Personal Current Account.

Bill Payments, Standing Orders, debit card payments, SEPA payments and Global Transfers cannot be made from Foreign Currency/International Personal Current Accounts and you cannot make any payments from these accounts via Online Banking or the HSBC Mobile Banking App.

Savings Accounts Terms and Conditions

(Savings Accounts Terms)

These Savings Accounts Terms apply to our savings accounts listed in the table below, including joint accounts and accounts which you are authorised by the account holder to operate under a third party authority.

They also apply to our Save and Borrow Accounts which are no longer on sale to new customers and to any other accounts that we specify. 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 savings accounts.

Bill Payments, SEPA payments, Direct Debits (including SEPA Direct Debits), Global Transfers and Standing Orders cannot be made from International Personal/Foreign Currency Savings Accounts and you cannot make any payments from these accounts via Online Banking or the HSBC Mobile Banking App.

1. Use of Accounts

- 1.1. We accept cash, cheques and other items that are payable to you for payments into your account.
- 1.2. You must not borrow on any of our savings accounts.

2. Credit Interest

For Foreign Currency/International Personal Savings Accounts interest (where payable) will be paid half yearly (other than those in euros which will be paid quarterly).

Type of Account	Minimum Age*1	Types of Card
International Personal Instant Access Savings Account, Foreign Currency Savings Account	7	None

*1 We may vary the minimum age requirements.

Glossary

“Apple TouchID” means the functionality provided by Apple on Apple devices which enables you to unlock the device and authenticate certain actions using fingerprint recognition.

“ATMs” means automated teller machines at which your card will be accepted, which may be operated by us or by someone else.

“Authorities” includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the HSBC Group.

“Bill Payment” means a payment to someone else’s account in the UK.

“Branch(es)” means branches of HSBC Bank plc in the United Kingdom, Channel Islands and the Isle of Man.

“Channel Islands” means Jersey and Guernsey (including Alderney and Sark).

“Compliance Obligations” means obligations of the HSBC Group to comply with:

- a) Laws or international guidance and internal policies or procedures;
- b) any demand from Authorities or reporting, disclosure or other obligations under Laws; and
- c) Laws requiring us to verify the identity of our customers.

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

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

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

“Direct Debit” means a regular payment to someone else’s account. The person or organisation you pay a Direct Debit to can change the amount, but should give you advance notice of this.

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

“Electronic Fund Transfer” means a payment you make to someone else’s account through the Clearing House Automated Payment System (CHAPS) service.

“Express Bank machines” means some of our self-service machines (where available) that offer day-to-day banking services in addition to the services that are available at ATMs.

“Faster Payments” is a clearing scheme within the United Kingdom which many banks participate in and which supports the timely transfer of payments.

“Financial Crime” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/ or any acts or attempts to circumvent or break any Laws relating to these matters.

“Financial Crime Risk Management Activity” means any action to meet Compliance Obligations relating to the detection, investigation and prevention of Financial Crime. This may include:

1. screening, intercepting and investigating any communication, application for Services or any payment, whether sent to or by you or on your behalf;
2. investigating the source of or intended recipient of money;
3. combining Customer Information with other related information in the possession of the HSBC Group; and/or
4. making further enquiries as to the status of a relevant person or entity, whether they are subject to a sanctions regime or confirming their identity or status.

“Global Transfer” means a payment from one of your accounts held in the UK, Channel Islands and Isle of Man to an account you hold with another HSBC Group company that you have linked in Global View. A full list of countries you can make payments to can be found at [hsbc.co.uk](https://www.hsbc.co.uk).

“Global View” means a service in Online Banking and the HSBC Mobile Banking App where you can link accounts you hold with another HSBC Group company.

“HSBC Bank” means HSBC Bank plc but excludes first direct.

“HSBC Group” and **“any member of the HSBC Group”** means HSBC Holdings plc, and/or any of its affiliates, subsidiaries, associated entities, and any of their branches and offices.

“HSBC Mobile Banking App” means our Mobile Banking Application, which can be downloaded to any mobile device that runs an operating system supported by us.

“IBAN” means International Bank Account Number and is an international standard for identifying account numbers that facilitates international payments.

“Internal Transfer” means a transfer you make to another one of your HSBC Bank accounts.

“Laws” include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to any member of the HSBC Group.

“paying-in machines” means some of our self-service machines that allow you to deposit for payment into your account, cheques, Sterling bank notes and, in some cases, coins.

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

“Online Banking” means our online banking service for personal customers.

“Overdraft Interest” means interest you pay for any overdraft on your account.

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

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

“Security Details” means all PINs and passwords you use to access your account by any method, eg, telephone banking, Online Banking, the HSBC Mobile Banking App, debit card and any card details in e-wallets, on retailer’s websites or on devices such as mobile phones. If you have registered a card on a device or within an e-wallet or enabled the HSBC Mobile Banking App Apple TouchID login functionality, Security Details include security information used to access your card and make payment, which can include passwords and security processes used to access your device or e-wallet (device ID, passcodes or passwords) and any fingerprints or other biometric or identification methods stored in your device.

“Self-service machines” means automatic machines at which you can access banking services using your card and Card PIN. These include ATMs, Express Bank machines (where available), paying-in machines and other machines from which you can withdraw foreign currency. It will be clear at each machine what type of machine it is and what type of services you can access.

“SEPA credit transfer” means a payment in euros to an account within the European Economic Area, Switzerland and Monaco. SEPA credit transfers can’t be made from accounts held in the Channel Islands and Isle of Man.

“Services” means (a) opening, maintaining and closing your account(s), (b) providing you with credit facilities and other banking products and services and associated benefits, processing applications, credit and eligibility assessment, and (c) maintaining our overall relationship with you, including marketing services or products to you, market research, insurance, audit and administrative purposes.

“Standing Order” means a regular payment (for a set amount) to someone else’s account.

“SWIFT Business Identifier Code” is a unique international bank sort code used to clearly identify a specific bank worldwide (for incoming payments to your account, use MIDLGB22).

“Tax Authorities” means UK or foreign tax, revenue or monetary authorities (for example, Her Majesty’s Revenue and Customs).

“Tax Certification Forms” means documentation issued or required by a Tax Authority or by us at any time to confirm your tax status or the tax status of that of a Connected Person.

“Tax Information” means documentation or information about your tax status.

“Telephone Banking Service (TBS)” means our Telephone Banking Service.

“UK” means England, Scotland, Wales and Northern Ireland.

“we”, “us” and “our” mean HSBC Bank plc.

“Working day” means Monday to Friday, excluding bank holidays.

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

“you” and “your” mean the account holder, or if the account is in joint names, all account holders.

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To find out more about our accessible services please visit www.hsbc.co.uk/accessibility or ask at any of our branches.

If you'd like this document in another format such as large print, Braille or audio, please contact us on 03457 404 404.

A textphone service is available for customers with hearing and/or speech impairment(s) on 03457 125 563 (+44 2070882077 from overseas). BSL Video Relay Service is also available (Monday-Friday, 8am-6pm, excluding Bank and Public Holidays) at www.hsbc.co.uk/accessibility.

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

In Jersey, HSBC Bank plc is regulated by the Jersey Financial Services Commission for Banking, General Insurance Mediation and Investment Business. In Guernsey, HSBC Bank plc is licensed by the Guernsey Financial Services Commission for Banking, Insurance, Collective Investment Schemes and Investment Business. In the Isle of Man, HSBC Bank plc is licensed by the Isle of Man Financial Supervision Commission.

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