

HSBC Channel Islands and Isle of Man Personal Banking Terms and Conditions

Effective from 2018

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Information to help manage your account

This agreement

This agreement is between us, HSBC Bank plc acting through branches in the Channel Islands and the Isle of Man – “**CIOM**”, and you, the person or persons we've opened one or more accounts for. It covers our personal banking accounts and services. You can ask for a copy on paper or in another format such as large print, Braille or audio at any time. If you need a business bank account or you're holding money for someone else (as a trustee) please ask us for a different agreement.

Here are the numbers you need if you want to contact us.

By telephone	From CIOM	From anywhere else
Lost or stolen cards and PINs	0800 085 2401	+44 1442 422 929
Channel Islands and Isle of Man Contact Centre	03456 006 161	+44 1226 261 010
Online Banking	www.ciom.hsbc.com	
BSL Video Relay Service	www.ciom.hsbc.com/accessibility	
By post	At the address at the end of this document	

We may monitor and record telephone calls so we can improve our services and for security reasons.

To contact you, we'll use the most recent post or email address, telephone and mobile numbers you've given us and, if you use Mobile Banking, we may also use in-App and push notifications. To warn you about any actual or suspected fraud or security threats, we'll contact you using one of these methods.

If you're registered for Digital Banking, we may also use 'My Messages' and 'My documents' in Online Banking. We'll send an email when we put something new in My documents and won't change or delete them. If your relationship with us ends, you can ask us for copies of everything we put in My documents.

You must tell us as soon as possible if any of your contact details change. If you don't, we won't be responsible if you don't get information or notices from us.

We may record telephone numbers you call us from and may use them if we need to contact you urgently.

We'll always use English to communicate with you.

1. What forms our agreement?

Terms	Where you will find them
General terms that apply to all accounts	This document
Additional terms: <ul style="list-style-type: none">• for some products (e.g. our current and savings accounts);• interest rates on overdrafts; and• charges.	The Charges and Additional Product Terms
Credit interest rates	The Savings Interest Rates brochure
Current exchange rates	Contact us in branch or through Telephone Banking.
If there's a conflict between the terms in this document and those in the Charges and Additional Product Terms, the Charges and Additional Product Terms will apply.	
For other products or services (e.g. overdrafts and Digital Banking), the terms we give you when you request the product or service will also apply.	

Using your account

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

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

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

What is a 'payment device'?	What are 'security details'?
A card, e-wallet or another device that you can use (usually with security details) to make payments, give us instructions or access information about your account.	Passwords, PINs, security codes, memorable data, biometric data (such as a fingerprint or voice ID) or any other information or details that you've set up with us for use with a payment device or Telephone, Online or Mobile Banking.

3. Keeping up security

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

Tips for preventing misuse of your accounts:

Don't:

- allow anyone to use any payment device or tell them your security details.
- choose security details that can be easily guessed by anyone else.
- log in, or stay logged in, to a device if you're not in full control of it or it's not in your possession.

Before you transfer possession of a payment device to someone else (e.g. if you sell it or give it to someone for repair), delete:

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

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

You must contact us as soon as possible if:

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

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

You must not use a payment device or cheque after you have reported it lost or stolen or you think someone has used or tried to use it. You must destroy it or return it to us if we ask.

4. Can someone else operate your account for you?

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

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

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

We'll remove a third party mandate immediately if:

- you ask us to;
- we suspect misuse of your account by that person; or
- that person breaches these terms or any law or regulation.

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

5. Joint accounts

Where there's more than one account holder, each can operate the account and we won't check with the other(s) before carrying out any instruction from one of you, including any request for an arranged overdraft. If we agree to provide an arranged overdraft, you'll each be responsible for repaying it.

If we convert an account from sole to joint, the new account holder may see all the account information, including when it was a sole account.

After one of you tells us there's a dispute, all of you must operate the account together but if there's no money in it just one of you can ask us to close it.

If we've been given official evidence that one of you has died, we'll transfer the account into the name of the remaining account holder(s).

We'll convert an account from joint names to a sole name if you ask us and all of the account holders agree.

6. Statements and other information we'll give you

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

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

We'll send statements by post or, if you're registered for Online Banking, by providing them online unless you've asked us for paper statements. We'll also send statements by post if they aren't available online. We won't send a statement if there haven't been any payments out of the account since the last statement we gave you.

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

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

If we have a UK, Channel Islands or Isle of Man mobile phone number for you, we'll send you a message each day that we've agreed an unarranged overdraft on your account or if there isn't enough money in your current account to make payments you've asked us to make that day.

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

If we make a reasonable request for information, you must give it to us as soon as possible. If you don't, or we suspect fraudulent or criminal activity of any kind:

- you might not be able to keep banking with us;
- we might try to get it from somewhere else; or
- we could block or close your account(s).

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

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

8. What happens if you stop using your account?

If you haven't used your current account for 12 months, we may restrict payments in or out of it to protect against fraud but we'll let you know first. If you're not using a savings account but you're using other accounts with us, we won't suspend the savings account unless you haven't used it for two years.

9. Tax compliance

Your tax responsibilities depend on where you live, where you do business and some other factors. It's up to you to make sure you meet these obligations. We can't provide tax or legal advice so if you think having an account with HSBC might affect your tax position, you should speak to an independent advisor. This also applies to connected persons.

What is a 'connected person'?

A person or entity you have a connection with that's relevant to your relationship with us e.g. anyone you send a payment to, anyone who operates an account for you, anyone entitled to money in your account(s) etc.

Payments

This section is about payments in and out of accounts. Some accounts have different terms which are set out in the Charges and Additional Product Terms. We don't accept or make payments in all currencies (please ask us if you want to know which currencies we cover).

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

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

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

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

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

Payment in	When you can use the money and when it counts for working out interest
Cash paid in at	
CIOM branch counters (only you can do this)	Immediately.
Self-service machines that accept payments in	The same working day (or the next working day if you pay in after the cut-off time displayed on the machine).
Other banks (if they allow this they may charge)	Immediately after we receive it.

Payment in	When you can use the money and when it counts for working out interest
If you pay cash in a foreign currency we'll convert it into pounds sterling first using the HSBC Exchange Rate at the time we receive the cash. The timings above will then apply.	
Receiving money electronically	
In pounds sterling	Immediately.
In foreign currency	Immediately after we've converted it into pounds sterling using the HSBC Exchange Rate (or the HSBC Global Transfer Exchange Rate) at the time we receive the payment.

11. Payments into your account by cheque

Paying pounds sterling and euro cheques from a UK or CIOM bank into your account

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

Paper cheques paid into CIOM branches are processed in the UK and processing times commence once the cheque is received in the UK:	Number of working days after the working day the cheque is paid in
• You'll start earning interest	2
• You'll be able to use the funds	3
• The paying bank can't recall the money and we can't take it out of your account (unless we reasonably suspect fraud or you agree)	7

Imaged cheques received by us for processing:	Number of working days after the working day that the cheque is paid in
• You'll start earning interest	1
• You'll be able to use the funds	1 (as soon as the payment is shown in your account – this could be any time that day)
• The paying bank can't recall the money and we can't take it out of your account	1

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

If a cheque paid into your account is returned unpaid we'll tell you and take the money from your account (even if this will put you into an unarranged overdraft). We may ask for payment again from the paying bank.

Paying other cheques into your account

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

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

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

12. Payments into your account by mistake or fraud

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

If we're told that a payment from within CIOM or the EEA wasn't meant for you (e.g. if the payer used the wrong account number), we won't take it out of your account without first checking with you. If you tell us the payment wasn't a mistake, we may share all relevant information with the paying bank, including your name and address and transaction information, so that the payer can contact you directly.

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

Sending money within CIOM or to/from the UK (other than by CHAPS)

How long has the payment been in your account?	What will we do?
Two months or less	We'll limit access to the money for 15 working days and tell you we've done this, so that you have time to show us that it was meant for you before we return it to the paying bank.
More than two months	We won't limit access to the money or return it to the paying bank before we contact you.

For all other payments

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

If we suspect any payment into your account was the result of fraud, we can remove it without asking you.

If you don't have enough money in your account or under an arranged overdraft when we return a payment for any of these reasons, this will result in an unarranged overdraft.

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

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

- accepting it might cause us to breach a legal requirement or might expose us to action from any government, regulator or law enforcement agency; or
 - there is fraudulent or criminal activity on the account.
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14. How we decide whether to make a payment from your account

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

- you don't have enough money in your account (including any arranged or unarranged overdraft);

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

or we reasonably believe:

- there has been a breach of security or misuse of your account, security details or a payment device;
- there has been fraudulent or criminal activity of any kind whether or not linked to your account or your relationship with us and it's reasonable for us not to make a payment as a result;
- it would cause us to breach a law, regulation, code, court order or other duty, requirement or obligation or expose us to action or censure from any government, regulator or law enforcement agency; or
- a third party may have a claim over the money.

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

If you ask us to make payments on a particular day, we'll check you have enough money in your account to make them at the start of the day and unless it's a weekend or public holiday again at:

- 1.30pm for cheque payments; and
- 3.30pm for all other payments.

If we're able to make some, but not all, of the payments, we'll pay cheques first and then direct debits and standing orders and, if there's more than one, we'll start with the smallest payment. Any payments that we can't make will be returned unpaid.

Because we won't process it, you'll know we've refused to make a payment if:

- you're making it online or using Mobile Banking or Telephone Banking; or
- you're using a payment device (such as a debit card).

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

15. Blocking payments and services

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

- a significantly increased risk that you may be unable to pay any money you owe us;
- suspected fraudulent or criminal use of the payment device; or
- security concerns (e.g. if we know or suspect your payment device and/or security details have been misused).

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

16. Payments from your account

Cash withdrawals

You can make cash withdrawals:

- at any of our CIOM branches; or,
- by using a cash machine,

up to a daily limit we tell you when we send your debit card.

Payments (other than by debit card or cheque)

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

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

Cut-off time

This is the latest time on any day that we can process instructions or add payments to an account. You can ask us for the relevant cut-off time when you give us a payment request. If we don't receive a payment request before the cut-off time on a working day, we'll treat your request as received on the next working day. The timings set out in the box below will begin then.

Payment type	Cut-off	When the payment will reach the payee's bank
Sending money within CIOM or the UK in pounds sterling		
Between accounts at HSBC UK, HSBC CIOM.	11.45 pm	Immediately
To accounts at other banks	11.45 pm (Faster Payment)	Usually within two hours
	4.45 pm (CHAPS)	Same working day
Sending money in foreign currencies and outside CIOM or the UK in pounds sterling		
To accounts in the EEA in euro and pounds sterling	3.30 pm	Next working day
All other payments	6 pm for US Dollars For other foreign currencies, please check. We can't make payments in some currencies.	Usually up to four working days (but may take longer depending on the country the money is being sent to).

If you instruct us to make a payment on a future date, we'll make it on that date, unless it's a non-working day, in which case we'll make it on the next working day.

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

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

If you want to make a payment in a currency different to your account, you can ask us to convert the amount into that currency and we'll tell you the HSBC Exchange Rate (or the HSBC Global Transfer Exchange Rate) that we'll use. We won't change the rate if the payment goes ahead immediately. Otherwise, we'll use the HSBC Exchange Rate (or the HSBC Global Transfer Exchange Rate) that applies at the time we make the payment.

If the payment is returned to us or we can't make it for any reason, we'll reverse it using the exchange rate at that time. If it's changed, the amount we pay back when we reverse the payment will be different to the amount we originally took from your account.

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

Cheque payments in sterling

To make a cheque payment you need to write on it the name of the payee, the amount (in numbers and words) and the date that you're signing it (we'll usually pay cheques even if you've used a date in the future). If you want to cancel a cheque you must tell us the same details and your account and cheque number.

If we receive a cheque for payment more than six months after you wrote it, we may pay it but we don't have to. If you want to be sure that a cheque won't be paid you must cancel it before we pay it or begin the imaging process.

Debit card payments

If you use your debit card for a cash withdrawal or payment, we'll take the money from your account after we receive confirmed details from the relevant payment scheme, such as Visa. This may be on a working or a non-working day.

If you use your debit card for a transaction or cash withdrawal in a foreign currency, it will be converted into pounds sterling on the day Visa processes it using the Visa scheme exchange rate which is available at www.visaeurope.com. You can find our charges for these transactions in the Charges and Additional Product Terms.

We may replace your debit card with a different type of card available under this agreement after reviewing your personal circumstances. We'll tell you about the features of the card when we send you the replacement.

17. Cancelling or changing payments (other than cheques)

You can't change or cancel a payment that you've asked us to make immediately. This includes debit card payments.

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

Payment type	Deadline
Internal transfers, standing orders, direct debits, regular card payments and other payments within or outside CIOM or the UK	11.45 pm by Digital Banking End of the working day by Telephone Banking or in a branch
CHAPS	3.30 pm in branch or by telephone

If you cancel a direct debit or regular card payment, you should also tell the organisation or retailer that collects the payment so they can cancel or change it (and any future payments) as well.

If payments you've cancelled are still collected (e.g. by the retailer), we'll treat the payment as unauthorised and give you an immediate refund.

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

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

What is an incorrect payment?	What is an unauthorised payment?	What is 'gross negligence'?
A payment that has not been sent to the person or account you specified when you instructed us to make the payment.	A payment made from your account which wasn't authorised by you or someone you've authorised to make payments on your account.	Gross negligence is when you do something with a very significant degree of carelessness.
	If you give someone your payment device or security details and they use them to make a payment, we may treat the payment as if you'd authorised it depending on what happened. This is why you mustn't tell anyone your security details or allow anyone access to your payment device.	

General position on refunds

Question	Answer
What must you do if you notice an incorrect or unauthorised payment?	You must call us as soon as you can.
What will we do when you tell us about: <ul style="list-style-type: none"> an incorrect payment made to another bank; or an unauthorised payment? 	We'll refund the payment before the end of the working day after you tell us (or sooner if we can).
Will we always make a refund?	No. We won't make a refund: <ul style="list-style-type: none"> for an incorrect payment, if we can prove that the payee's bank received the payment; for an unauthorised payment, if we know you've been grossly negligent or we reasonably suspect fraud on your part; for an incorrect or unauthorised payment if you don't tell us within 13 months after it was made. (This doesn't apply to unauthorised payments made using an overdraft.)

Question	Answer
Can we take back a refund we've made?	<p>Yes. We can take back refunds (after giving you reasonable notice) in these cases:</p> <p>For incorrect payments:</p> <ul style="list-style-type: none"> • we can show that the payment was received by the other person's bank. <p>For unauthorised payments:</p> <ul style="list-style-type: none"> • we can prove that: <ul style="list-style-type: none"> • you acted fraudulently; or • it was made because you intentionally or with gross negligence failed to keep your payment device safe (e.g. you knowingly gave your debit card and PIN to someone else).

Unauthorised payments

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

Incorrect payments

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

19. Refunds

For some debit card payments

When you make a debit card payment, you can ask us to refund it if:

- you didn't agree the actual payment amount;
- the amount charged to your account was higher than you reasonably expected, taking into account previous spending patterns and the particular facts of the case; and
- you make the refund request within eight weeks of the date when the payment was charged to your account.

We'll investigate your claim and may ask for information we reasonably need.

Within 10 working days of your request (or receiving information we've asked for), we'll refund the payment or tell you why we're not making a refund.

You aren't entitled to a refund if you gave consent for the payment directly to us and, at least four weeks before the payment was made, you were given information about the transaction by (or it was available from) us or the retailer.

For direct debit payments

The terms of the relevant direct debit scheme will apply to refunds for any direct debit errors.

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

If we give a refund for any reason, we'll refund the payment and any interest we charged (or pay any interest that we'd have paid) so you're in the position you would've been in if the payment hadn't been made.

If we give a refund but later find you weren't entitled to it, we'll reverse the refund so you're in the position you would've been in without the refund.

About overdrafts, charges and how we pay and charge interest

20. Overdrafts

We may agree an overdraft on a current account if we think you can afford it. Overdrafts are only for short-term borrowing and aren't available on savings accounts. If we agree an arranged overdraft, you must make regular (at least monthly) payments into your account to reduce what you owe and return your account to credit or within any arranged overdraft limit as soon as possible.

All overdrafts are repayable 'on demand'. This means that we can ask for immediate repayment although we'll usually give you advance notice.

Types of overdraft

Arranged: where you ask if you can borrow from us before making any payments that take your account overdrawn, or over an existing arranged overdraft limit. We'll confirm your overdraft limit in writing. There's no fixed period but we'll review it each year.

Unarranged: where, without you asking in advance and in addition to any arranged overdraft, we let you borrow for a particular payment or to cover an amount we've taken out of your account (e.g. a charge). We'll give you up to 31 days to repay the overdraft, if we've allowed it for a particular payment.

21. Interest rates and charges

In the Charges and Additional Product Terms you'll find:

- the overdraft interest rates for your accounts;
- our unarranged overdraft usage fee; and
- all our other standard charges, e.g. for certain types of account, for making payments and providing services.

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

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

We work out interest each day on the amount you owe us or where we pay interest, on the amount we're holding for you.

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

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

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

Please note that taxes or costs may apply to you that aren't charged by us and/or won't be paid through us. If you're sending money outside CIOM but within the EEA, you'll pay our charges. You'll not usually pay charges for the other person.

22. Set-off

If you have money in one of your accounts we may set it off against any amount you owe us which is due for payment. We'll do this if we think it's reasonable, taking into account your circumstances (including that you'll still have enough money to meet essential living expenses) and any regulatory requirements.

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

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

Our set-off right applies to accounts in your name only and to accounts you hold jointly with another person (X) as shown below:

Money in account for:	Set-off against money owed by:
You only	You
You only	You and X
You and X	You and X
You and X	X
You and X	You

We can use money in your account even if there's a court decision against you or you're fined (including interest arising after the date of the final decision or fine), unless we're prevented by the court or by law. If you have money in a foreign currency we may convert it to pounds sterling using the HSBC Exchange Rate when we use our set-off right.

Occasionally we receive legal instructions or notices to hold a customer's money for, or to pay it to, someone else. If this happens, we won't setoff against the money we've been told to hold for someone else.

We'll write to you before making any set-off between your accounts.

Our relationship with you

23. Changes we can make after giving advance notice

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

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

All changes

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

Changes we don't control	Terms we can change		
	Interest rates	Charges	Other terms
We'll respond proportionately to:			
<ul style="list-style-type: none"> changes in general law or regulations decisions or recommendations we have to follow e.g. made by a Court, regulator or Financial Ombudsman Service new industry guidance and codes of practice 	✓	✓	✓
<ul style="list-style-type: none"> changes in the Bank of England base rate, other market rates and indices or tax rates 	✓	✗	✗
<ul style="list-style-type: none"> cover increased or decreased costs of providing the account 	✓	✓	✗
Changes to our business			
We'll make reasonable changes to the:			
<ul style="list-style-type: none"> way we manage the account because of technology systems, services or facilities we use or introducing new ones 	✓	✓	✓
Changes for other reasons			
Making changes for a specific reason that isn't explained in this table where it's reasonable or valid for us to do this	✓	✓	✗
Other changes			
Making changes without giving you a reason. If we do this, we'll always explain the effect, and allow you to close your account(s) or related service(s) free of charge before they happen	✓	✓	✓

Telling you about these changes

You're protected from any change we make to your disadvantage because we'll give you advance notice so you can end the agreement or switch your account to another account we offer or to another bank (as long as that bank is in CIIOM or the UK and participates in the Current Account Switching Service).

Change	Notice before change		Notice after change
	At least two months	At least 30 days	Within 30 or three working days**
Increasing interest rates we pay you or reducing the overdraft charges or interest rates you pay us	X	X	✓
Increasing interest rates you pay us or increasing overdraft charges	X	✓	X
Reducing interest rates we pay you* or changing any other charges	✓	X	X
Changes to your advantage relating to account benefits, cheques or set-off	X	X	✓
Changes that aren't to your advantage relating to account benefits, cheques or set-off	✓	X	X
All other changes	✓	X	X

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

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

Different notice periods may apply to some of the accounts. These are in the Charges and Additional Product Terms.

Your rights when we tell you about a change

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

If you tell us that you don't want to accept the change you can close your account without charge.

24. Changes we can make without telling you in advance

Reference interest rates	Reference exchange rates
Some accounts have interest rates based on 'reference rates' (e.g. the Bank of England base rate) which we don't control. The new rate will apply within one day of any change to the reference rate. It'll be shown in your statement.	The HSBC Exchange Rate and the HSBC Global Transfers Exchange Rate are based on the foreign currency market for each currency we offer. You can get details of these rates by contacting us. We can change these immediately and without giving advance notice.

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

You can close your account or end a service or this agreement without charge by telling us in branch, by telephone or online:

- within the cooling off period (which is 14 days from the day after we've confirmed we've opened your account) if you opened your account by telephone or online; or
- at any time.

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

26. How we can end this agreement and close accounts

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

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

We can also end the agreement and close your accounts by giving you at least two months' notice (unless your account is a Fixed Rate Saver).

If you or we close an account or end the agreement, we'll take any:

- debit card payments that haven't yet been charged to the account; and
- charges and interest which haven't yet been applied to your account,

before we pay what is left to you we'll convert any non-sterling currency into sterling using the HSBC Exchange Rate prior to returning it to you.

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

You must destroy any unused cheques and your debit card.

27. How we can transfer accounts

If:

- you no longer meet the conditions for an account (e.g. if you have a Student Account, when you leave or finish your studies, or you stop paying any monthly charges for the account); or
- we're withdrawing a type of account,

we'll give you at least two months' notice that we're going to transfer it to another account we think is appropriate for you. You can close your existing account during the notice period if you don't want us to make the transfer. If there's a charge for the new account, you can close it within 60 days with no charge.

28. Transferring this agreement

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

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

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

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

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

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

If your account is held in Jersey, the laws of Jersey will apply.

If your account is held in Guernsey, Alderney or Sark, the laws of the Bailiwick of Guernsey will apply.

If your account is held in the Isle of Man, the laws of the Isle of Man will apply.

The courts of the jurisdiction where your account is held have jurisdiction to adjudicate on any dispute arising from or in connection with this agreement.

Information to help manage your account

Privacy

Your privacy is important to HSBC.

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

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

How to make a complaint

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

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

Account held	Ombudsman	Contact details
Jersey or Guernsey	Channel Islands Financial Ombudsman Service (CIFO)	Channel Islands Financial Ombudsman, PO Box 114, Jersey, Channel Islands JE4 9QG +44 (0) 1534 748610 (Jersey office) +44 (0) 1481 722218 (Guernsey office) enquiries@ci-fo.org www.ci-fo.org
Isle of Man	Financial Services Ombudsman Scheme	This Slieau Whallin, Foxdale Road, St Johns, Isle of Man IM4 3AS +44 (0) 1624 686500 ombudsman@iomoft.gov.im www.gov.im/oft/ombudsman

You must contact the Channel Islands Financial Services Ombudsman within six months of the date of our final response or they may not be able to review your complaint.

You may contact the Financial Services Ombudsman Scheme if you have first followed our complaint procedure and have not received a satisfactory response within eight weeks.

You must contact the relevant ombudsman 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.

If your complaint relates to financial services provided in Jersey, to refer your complaint to the Channel Islands Financial Services Ombudsman, the event which led to the complaint must have happened on or after 1 January 2010.

If your complaint relates to services provided in Guernsey, the event which led to the complaint must have happened on or after 2 July 2013.

How your money is protected

Deposits held with our branches in the Channel Islands and the Isle of Man are not protected by the rules made under the UK's Financial Services and Markets Act 2000 for the protection of retail clients, including the UK Financial Services Compensation Scheme and the Financial Ombudsman Service.

HSBC Bank plc, Jersey Branch is a participant in the Jersey Banks Depositors Compensation Scheme. The Scheme offers protection for eligible deposits of up to £50,000. The maximum total amount of compensation is capped at £100,000,000 in any five year period. Full details of the Scheme and banking groups covered are available on the States of Jersey website www.gov.je/dcs or on request.

HSBC Bank plc, Guernsey Branch is a participant in the Guernsey Banking Deposit Compensation Scheme. The Scheme offers protection for qualifying deposits up to £50,000 per person, subject to certain limitations. The maximum total amount of compensation is capped at £100,000,000 in any five year period. Full details are available on the Scheme's website www.dcs.gg or on request.

HSBC Bank plc, Isle of Man branch is a participant in the Isle of Man Depositors' Compensation Scheme. The Scheme offers protection for eligible protected deposits of up to £50,000. The maximum total amount of compensation is capped at £200,000,000 in any ten year period. Full details of the Scheme and banking groups covered are available at the Isle of Man Financial Services Authority website www.iomfsa.im/consumer-material/isle-of-man-depositors-compensation-scheme-dcs/ or on request.

Help we can offer if you want to switch to another bank in the UK or CIOM

If you give us the details we need, we'll transfer the money in your account (less any amounts you owe us) to your new account and give you the information we have about standing orders, other recurring payments and any direct debits so you can transfer them to your new account.

Unclaimed assets scheme

The UK's Unclaimed Assets Scheme is not applicable in the Channel Islands and the Isle of Man.

If your account is held in Jersey, we participate in the dormant bank account scheme.

If you've an account with us (including an account that we've closed in accordance with this agreement but we haven't been able to repay your money to you) and there has been no activity from you on your account for at least the last 15 years we may transfer any money in your account to the Jersey Reclaim Fund. We'll tell you at least three months before we do this unless we believe that writing to you may lead to a risk of fraud. If we haven't already done so, we may then close your account. You'll still have the right to your money – you should ask us for information about how to get your money back.

Authorisation details

HSBC Bank plc Jersey Branch is regulated by the Jersey Financial Services Commission for Banking, General Insurance Mediation, Fund Services and Investment Business. HSBC Bank plc Guernsey Branch is licensed by the Guernsey Financial Services Commission for Banking, Insurance Intermediary and Investment Business. In the Isle of Man, HSBC Bank plc is licensed by the Isle of Man Financial Services Authority.

HSBC Bank plc has its registered office at 8 Canada Square, London E14 5HQ, United Kingdom and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 114216. You can check these details by visiting the Financial Conduct Authority's website www.fca.org.uk or contacting them on **0800 111 6768**.

By post, HSBC's CIOM branches can be contacted here:

PO Box 14, St Helier, Jersey JE4 8NJ

PO Box 31, St Peter Port, Guernsey GY1 3AT

PO Box 20, Douglas, Isle of Man IM99 1AU