

# More about your new account

**Your HSBC Bank Account  
Pay Monthly**

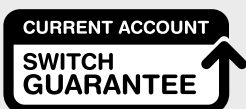
Thanks again for joining us. Below you'll find everything you need to make the most of your account, including our terms and conditions that you should be aware of.

Why don't you save this information? It might come in handy in the future.

Yours sincerely,

**Your HSBC Banking team**

[Important information for you](#)



Please note that not all banks in the Channel Islands and Isle of Man participate in the Current Account Switch Service which may impact our ability to offer this service, ask in your branch for more details.



# Your Welcome Pack

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# Benefits and features of Bank Account Pay Monthly

## Your benefits at a glance

- 'Managing your Money' service.
- Overdraft service including £50 'buffer', subject to status and an assessment of your financial circumstances.
- Access your online Pay Monthly Money Calendar.

Plus

- HSBC debit card.
- 24/7 Telephone and Online Banking.\*<sup>1</sup>
- HSBC Mobile Banking app.\*<sup>2</sup>
- No overdraft fees.\*<sup>3</sup>
- Text alerts as you get near your overdraft limit.
- Access to Regular Saver.\*<sup>4</sup>

\*<sup>1</sup> Subject to scheduled maintenance periods.

\*<sup>2</sup> Device restrictions apply.

\*<sup>3</sup> Overdraft interest is payable.

\*<sup>4</sup> When available.

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## Your HSBC debit card

Your HSBC debit card gives you access to your money whenever you need it. You can use your card wherever you see the Visa sign in the UK, Channel Islands, Isle of Man and overseas.

Contactless feature, subject to status.

**Contactless** 

With contactless technology, you can pay for goods under £100 wherever you see the contactless logo.

Should you require any help with your contactless debit card, please visit our card support webpage [ciiom.hsbc.com/help/card-support](https://ciiom.hsbc.com/help/card-support) or for more information, please read the leaflet that comes with your contactless card.

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## Online Banking

Manage your money wherever you are, when it suits you.

- Make payments and pay bills.
- Manage standing orders and Direct Debits.
- Transfer money quickly and securely between accounts.
- Access up to six years of statements.
- Switch to electronic statements – save paper, avoid clutter.
- Request a new PIN.

# HSBC Mobile Banking app

As an HSBC customer, the HSBC Mobile Banking app\*<sup>1</sup> lets you manage your personal accounts easily and securely from your mobile phone and tablet.

## What you can do:

- use a Digital Secure Key\*<sup>2</sup>
- view balances and up to 90 recent transactions
- make bill payments to existing beneficiaries
- transfer money between your HSBC accounts in the Channel Islands and Isle of Man
- find your nearest ATM or HSBC branch\*<sup>2</sup>

\*<sup>1</sup> Depending on your operating system, you may not have access to all of the services provided within the HSBC Mobile Banking app. For more information please see [ciiom.hsbc.com/ways-to-bank/mobile](https://www.hsbc.com/ways-to-bank/mobile). We will not charge you for downloading the app but you may receive charges from your network provider. If you are unsure of your current data charges, please contact your mobile phone contract provider. Please note that charges may vary if used overseas.

\*<sup>2</sup> Available on most devices.

See [ciiom.hsbc.com/ways-to-bank/mobile](https://www.hsbc.com/ways-to-bank/mobile) for further details.

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## Overdraft service

As a Bank Account Pay Monthly customer, you can apply for an arranged overdraft.

An overdraft is a short term credit facility. Overdrafts are primarily intended for short-term borrowing, and are not generally suitable for longer-term borrowing. Use of an overdraft will normally result in you being charged interest or other charges.

An **Arranged Overdraft** is where we agree an overdraft with a limit with you before your account goes overdrawn or over your current arranged overdraft limit.

An **Unarranged Overdraft** is when your account goes overdrawn and you don't have an arranged overdraft or you go over your arranged overdraft limit.

An unarranged overdraft may adversely affect your credit rating. We may decline payments that you try to make using an unarranged overdraft. We will, subject to our overriding obligations to you as a responsible lender, try to make your essential payments even if you do not have sufficient cleared funds in your account and the payment would take you over any arranged overdraft facility. We will report to Credit Reference Agencies, accounts that have been in a continuous unarranged overdraft for 30 or more days, which could negatively affect your credit file and your ability to get credit in the future. We will also report as standard, any arranged overdraft limit and overdraft usage for all current accounts.

If you agree an arranged overdraft and then change your mind, you have 14 days from the date we provided the overdraft or the day you received a copy of your overdraft agreement (whichever is later) to cancel. You'll have to repay the overdrawn amount and, if you asked us to provide the overdraft immediately, interest too. You can also ask us to reduce your limit or remove your arranged overdraft limit at any time. This can be done via online banking, calling us on 03456 00 61 61, writing to us or by visiting a branch. You will have to repay any overdrawn amount plus interest for the period you've had it.

If you wish to re-apply for a new or increase an arranged overdraft limit this will be subject to a full application.

For more information on overdrafts, please read '[Making sense of overdrafts](#)'.

### £50 Buffer

You have been given a 'buffer' with your account. It's intended as a safety net for short-term emergency borrowing if you don't otherwise have enough funds available to cover a payment. Payments will be made using the buffer once any arranged overdraft limit has been reached.

We won't usually agree to payment requests that would take you over an arranged overdraft limit and your £50 buffer, other than where we are obliged to make a payment. When payments are refused your credit rating may be affected. Please read the rest of this section and the '[Making sense of overdrafts](#)' section in this pack for more details.

## No overdraft fees

You won't be charged overdraft fees, although overdrawn balances will be charged overdraft interest. For details, please see ['Personal Banking Terms and Conditions and Charges'](#) or ask a member of our team.

## Overdraft Text Alerts

Where we have a valid mobile number for you we'll send you texts to let you know about your overdraft usage and to help you avoid any being charged overdraft interest.

We'll send text alerts when you have entered or we are aware that later in the day you are due to enter:

- your arranged overdraft – so you are aware of your usage
- your unarranged overdraft – so you are aware of your usage and can take steps that day to avoid being charged unarranged overdraft interest

We will also send alerts the morning after your balance reaches 60%, 80% and 95% of your arranged overdraft limit.

If you don't provide your mobile number, or let us know when you've changed it, we won't be able to send alerts and you may incur avoidable overdraft interest. You can opt out of arranged or unarranged overdraft texts at any time by sending a secure message via online banking, via live chat, calling us on 03456 00 61 61 or by calling into branch.

\*1 Please note, the balance stated in the message may not reflect more recent transactions still to be processed. We will also send you a text message if there isn't enough in your account to make payments due to be made that day.

\*2 Mobile operator charges may be applicable if using your mobile abroad.

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## Free 'Managing your Money' service

Includes stopping a cheque, asking for a cheque to be raised on your behalf and free copies of all your statements. We can also send you statements on a fortnightly basis to help you keep better track of your spending.

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## Regular Saver

When available, you can access Regular Saver.

[Find out more >](#)

# Making Sense of Overdrafts

## Introducing our Overdraft Service

An overdraft is a short term-credit facility. Overdrafts are primarily intended for short-term borrowing, and are not generally suitable for longer-term borrowing. Use of an overdraft will normally result in you being charged interest or other charges.

An **Arranged Overdraft** is where we agree an overdraft with a limit with you before your account goes overdrawn or over your current arranged overdraft limit.

An **Unarranged Overdraft** is when your account goes overdrawn and you don't have an arranged overdraft or you go over your arranged overdraft limit.

The Overdraft Service works in the same way for all accounts on which an overdraft is available, except for Bank Account Pay Monthly. You can switch from Bank Account Pay Monthly whenever it suits you subject to eligibility by either calling us or visiting your local branch.

## Who is eligible for this service?

Eligibility depends on your credit status, and your financial circumstances. You must be 18 or over to apply. The Overdraft Service is not available on our Basic Bank Account or any savings account. All overdrafts are repayable on demand and subject to our Personal Banking Terms and Conditions and Charges.

If you're not ready to apply, or would like to check if your application will be accepted without impacting your credit file, you can check your eligibility and get an indication of an arranged overdraft amount at [ciiom.hsbc.com/current-accounts/overdrafts](https://www.hsbc.com/uk/overdrafts)

## Do you know you need an overdraft?

Most of the time, you'll probably know in advance if you need an overdraft. If this is the case, you can approach us at any time to ask us to either set up or increase an arranged overdraft limit on your current account. There is no overdraft fee for agreeing an arranged limit.

Sometimes when we receive a payment request for an item, there's not enough money in the account or there is not a sufficient arranged overdraft limit to cover it.

We all lead busy lives so it's hard to keep a track of what's going in and out of your account. And you may not be able to control exactly when an item will be taken from your account.

If you make a payment request without there being enough funds or a sufficient arranged overdraft limit, we will treat this as an unarranged request from you for an overdraft. If we agree to that request, the overdraft will be provided for up to 31 days and we may charge you unarranged overdraft interest. We won't charge unarranged overdraft interest if:

- covering funds are paid in before the end of the day (defined as 11:45pm)
- the unarranged overdraft is for £10 or less
- the unarranged overdraft is a result of overdraft interest or charges
- your account has been in unarranged overdraft for more than 30 consecutive days

# Monthly cap on unarranged overdraft charges

1. Each current account will set a monthly maximum charge for:

- (a) going overdrawn when you have not arranged an overdraft; or
- (b) going over/past your arranged overdraft limit (if you have one)

2. This cap covers any:

- (a) interest and charges for going over/past your arranged overdraft limit
- (b) fees for each payment your bank allows despite lack of funds; and
- (c) fees for each payment your bank refuses due to lack of funds

Name of Current Account	Cost of Arranged Overdraft	Cost of Unarranged Overdraft (Monthly Maximum Charge) <sup>1</sup>
<b>Bank Account</b>	Overdraft interest (19.9% EAR variable)  <b>Representative example (assumed overdraft £1,200) 0% EAR* variable on the first £25, 19.9% EAR* variable thereafter, giving a representative rate of 19.45% APR** variable.</b>	£20
<b>HSBC Advance Bank Account</b>	Overdraft interest (17.9% EAR variable)  <b>Representative example (assumed overdraft £1,200) 0% EAR* variable on the first £25, 17.9% EAR* variable thereafter, giving a representative rate of 17.5% APR** variable.</b>	£20
<b>Graduate Bank Account</b>	Overdraft interest above interest free entitlement (19.9% EAR variable)  <b>Representative example (assumed overdraft £1,200):</b> <b>Year 1: 0% EAR* variable on the first £3,000 19.9% EAR* variable thereafter, giving a representative rate of 0% APR** variable.</b> <b>Year 2: 0% EAR* variable on the first £2,000, 19.9% EAR* variable thereafter, giving a representative rate of 3.1% APR** variable.</b>	£20

<sup>1</sup> We'll charge overdraft interest on any arranged and unarranged overdraft balances but no overdraft fees.

## HSBC Premier

Name of Account	Cost of Arranged Overdraft	Cost of Unarranged Overdraft (Monthly Maximum Charge) <sup>3</sup>
<b>HSBC Premier Bank Account</b>	Overdraft interest (0% EAR variable on first £500 overdrawn then 11.9% EAR variable)  <b>Representative example (assumed overdraft £1,200) 0% EAR* variable on the first £500, 11.9% EAR* variable thereafter, giving a representative rate of 6.8% APR** variable.</b>	£20

<sup>3</sup> We'll charge overdraft interest on any arranged and unarranged overdraft balances but no overdraft fees.

\* EAR (Effective Annual Rate) takes account of the interest rate, the compounding of interest and how often interest is charged, and does not include any other fees or charges.

\*\* APR (Annual Percentage Rate) is the annual rate charged for borrowing over a period of one year, this includes any other interest and fees.

# Overdraft Text Alerts

Where we have a valid mobile number for you we'll send you texts to let you know about your overdraft usage and to help you avoid being charged overdraft interest.

We'll send text alerts when you have entered or we are aware that later in the day you are due to enter:

- your arranged overdraft – so you are aware of your usage
- your unarranged overdraft – so you are aware of your usage and can take steps that day to avoid being charged overdraft interest

If you don't provide your mobile number, or let us know when you've changed it, we won't be able to send alerts and you may incur avoidable interest charges.

You can opt out of arranged or unarranged overdraft texts at any time by sending a secure message via online banking, via live chat, calling us on 03456 00 61 61 or by calling into branch.

## Keeping track of your balance

When you check your balance, you will see your 'Balance' and 'Available Balance'.

Your 'Balance' is exactly that – the balance of your account.

Your 'Available Balance' takes into account any pending payments, for example, when you use your debit card to buy goods or services and the amount isn't yet showing on your statement, but excludes any cheques that haven't yet cleared and does not include your arranged overdraft limit.

We've got numerous ways for you to keep an eye on your balance. For example, HSBC Mobile Banking, our mobile app that lets you check your balance on the go using your smartphone.

Use HSBC cash machines, which warn you if your withdrawal may incur a charge. Or use Online Banking to view balances, statements, payment details and request a change to your overdraft. You can also call us any time, to check your balance using our automated service.

## Bank Account Pay Monthly

You can approach us at any time to ask us to set up or increase an arranged overdraft limit on your account, subject to status, and your financial circumstances, and we will charge overdraft interest on all overdrawn balance.

Whether you have an arranged overdraft limit or not, you'll also receive an overdraft 'buffer' to act as a safety-net if you don't otherwise have enough funds to cover a payment. The buffer is intended for short-term emergency borrowing so we expect you to repay any amount borrowed in this way within 31 days. We won't charge any interest on usage of the buffer. We may agree to unarranged requests with our standard Overdraft Service. With Bank Account Pay Monthly the difference is we won't agree to any such requests that would take you over any arranged overdraft limit and your £50 buffer other than in very limited circumstances where we are obliged to make a payment. If payments are refused, your credit rating may be affected.

We will not charge any overdraft fees with Bank Account Pay Monthly.

## Account Management

Every month, we will review your account to make sure your overdraft borrowing is suitable, based on credits to your account. If we feel that your overdraft borrowing may be too much when compared to credits to your account, we will recommend an appropriate amount to pay in. When we get in touch, we will also explain how we may be able to help, in the short and long term, if you are unable to pay this amount.

We will share information about your account usage with credit reference agencies. When payments are refused due to lack of funds, your credit rating may be affected.

You can reduce your limit or remove your arranged overdraft limit at any time. Please make sure that you're within any new arranged overdraft limit or in credit before doing so to avoid any unnecessary overdraft interest or impacts to your credit file.



We can reduce or remove your limit using online banking, phone, or by calling into branch. If you wish to re-apply for a new or increase to an arranged overdraft limit this will be subject to a full application.

## Is our Overdraft Service the best way to borrow?

If you are struggling to run your account in credit, we can help you consider whether there are better ways to manage your finances. When it comes to borrowing money, the Overdraft Service is just one of the options available to you. Our Overdraft Service is a convenient way to borrow money for a short period of time. It can cover you for a few days before payday: if you have particularly heavy spending which you know you can repay over a couple of months; or if an item just happens to hit your account at the wrong time.

However, if you find yourself increasingly relying on your overdraft, an overdraft may not be the most cost effective way to borrow. Contact us if you want to discuss other borrowing options.

## Want to know more?

Call us, visit your local branch or go online if you'd like to:

- set up, or change, an arranged overdraft on your current account
- know more about how to get your current account back in credit
- know more about other products which could help you with larger, longer term borrowing needs
- talk to someone about your borrowing – if you think you may be having difficulties it's important to speak to us as soon as possible to see where we can help

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### Important Information

HSBC Bank plc, registered in England and Wales number 14259. Registered office 8 Canada Square, London, E14 5HQ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. 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.

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# Our promises to each other

## Personal Banking and Private Banking Terms and Conditions

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# 1. Welcome

## 1.1 Our agreement

We're so glad you're here. This contract records the promises we make to each other. It is a legally binding agreement between you and us. We'll call it our agreement.





Our agreement starts when we accept your application and open your account with us. It ends when all your accounts with us are closed. Sometimes, it can also be ended early.

When we talk about 'we' or 'us' in this agreement, we mean HSBC Bank plc. Your relationship is with HSBC Bank plc through one or more of our branches in Jersey, Guernsey (including Alderney and Sark), Isle of Man or Hong Kong. You might have accounts with more than one branch.

When we talk about 'you' or 'your', we mean the person or persons we've opened the account for.

## 1.2 Key

In this agreement these icons mean:

-  Things you need to do
-  Things you mustn't do
-  Be aware
-  Things you need to do that are time sensitive

## 1.3 The documents that make up our agreement

Sometimes these documents might say different things. If this happens, we'll go with whatever this agreement says. Visit our website or ask us for the latest versions of these documents.

<b>Personal Banking and Private Banking Terms and Conditions</b>	Covers personal and private banking accounts held with HSBC Bank plc through our branches (Jersey, Guernsey (including Alderney and Sark), Isle of Man and Hong Kong).	<b>You're reading these now</b>
<b>Product and Service Specific Terms</b>	Any product and service specific terms.	<b>We'll give these to you when you request the product or service</b>
<b>Privacy Notices</b>	Explain how we'll collect, use and share your personal information.	<b>You can find these on our website</b>
<b>Account Specific Terms</b>	The terms that apply to your specific account or HSBC brand (such as HSBC Private Banking (C.I.) or HSBC Expat).	<b>We'll give these to you when you open the account</b>
<b>Lists of our fees and charges</b>	Set out the fees and charges that apply to your account.	<b>You can find these on our website or ask us for a copy</b>

## 1.4 Keeping in touch

### Contacting us

You can contact us using the details shown below.

Type of account	Contact us online	Visit our website	Contact us by phone	Or write to us at this address
<b>HSBC Channel Islands and Isle of Man cards and PINs</b>	Log on to Online Banking and send us a secure message	<a href="http://ciiom.hsbc.com">ciiom.hsbc.com</a> Our privacy notice is available at <a href="http://ciiom.hsbc.com/privacy">ciiom.hsbc.com/privacy</a>	<b>Lost or stolen cards</b> 03456 007 010 from the Channel Islands or Isle of Man  +44 1442 422 929 from anywhere else  Any other enquiries 03456 006 161 from the Channel Islands or Isle of Man  +44 1470 697 139 from anywhere else	HSBC HSBC House Esplanade St Helier Jersey JE1 1HS Channel Islands
<b>HSBC Expat</b>	Log on to Online Banking and send us a secure message	<a href="http://expat.hsbc.com">expat.hsbc.com</a> Our privacy notice is available at <a href="http://expat.hsbc.com/privacy">expat.hsbc.com/privacy</a>	<b>Premier customers</b> +44 1534 616 313  <b>Advance customers</b> +44 1534 616 212  <b>Hong Kong residents</b> (local call rate) +852 2822 3133	HSBC Expat HSBC House Esplanade St Helier Jersey JE1 1HS Channel Islands
<b>HSBC Private Banking (C.I.)</b>	Send a message via our website  Or email your relationship manager (if you know their contact details)	<a href="http://privatebanking.hsbc.com">privatebanking.hsbc.com</a> Our privacy notice is available at <a href="http://privatebanking.hsbc.com/privacy-notice/privacy-notice-for-hsbc-private-banking-ci">privatebanking.hsbc.com/privacy-notice/privacy-notice-for-hsbc-private-banking-ci</a>	Call your relationship manager (if you know their contact details) or call us on +44 1481 759000	HSBC Bank plc Guernsey Branch Arnold House St. Julian's Avenue St Peter Port Guernsey GY1 3NF Channel Islands


Our contact details can change. Up-to-date opening hours and contact details can be found by checking our website.

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

Calls from outside the UK, Channel Islands and Isle of Man may be charged. You can still contact us free of charge using Online or Mobile Banking if you have signed up for these.

### Contacting you

When contacting you, we'll use the most recent details we have for you.

 You must tell us of any changes as soon as you can. If you don't, we won't be responsible if you don't get information or notices from us.

There may be situations (such as in an emergency) when we also try other numbers you've used to contact us in the past, and/or any emergency contact details you've given us.

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

If you're registered for Online or Mobile Banking, we may also share messages or documents with you via the Online or Mobile Banking website/app. If you use Mobile Banking, we may also use in-app messages and/or notifications. To ensure you receive important messages from us, we ask that you enable notifications if you use our app.

## 1.5 Accessibility

As these terms apply to all account holders, they are written in a style that is meant to be accessible for everyone.

We communicate in English. If you send us documents or information in another language, we may need you to arrange and pay for an acceptable translation into English.

There's lots of help available to access our services. Just let us know what you need.

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# 2. Security

## 2.1 Security details and payment devices

In this section:

When we say	We mean
Security details	<p>The details that keep your account safe. These are some types of security details:</p> <ul style="list-style-type: none"><li>• passwords, PINs, security codes (including CVC codes), and memorable data</li><li>• biometric data (such as a fingerprint, face or voice ID)</li><li>• the codes and passwords you set up with us for Telephone, Online or Mobile Banking</li><li>• any information you use with a payment device</li></ul> <p>The type of security details we ask you to provide may change in future.</p>
Payment device	<p>A device you can make payments with or use to access, or do certain things on, your account (such as your phone, your computer, your card, any physical or digital secure keys or any e-wallet). The types of payment devices available may change in future as technology changes.</p>

## 2.2 Keeping your account secure – your responsibilities

### Things you must do:

- keep your security details and payment device safe and private – don't let someone else use them for you, even if they are someone you trust like a friend or family member
- use different security details for different things e.g. if you have more than one card, have different PINs for each
- safely destroy any security details we send you e.g. if we send you a letter confirming your PIN
- take care when using your security details. Make sure no one can hear or see your security details when you use them
- take care when you transfer a payment device to someone else (e.g. if you sell your phone or give it to someone for repair). You should 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
- contact us straightaway if:
  - you think someone else has tried to access, or has accessed, your account
  - a payment device or your security details have been lost or stolen
  - use the latest versions of your operating system, browser and other software when communicating with us and/or accessing your accounts electronically (including when using Online or Mobile Banking)
  - keep up to date with the security tips and guidance that we make available on our app, website and other channels. We make these available to help keep you safe.

### Things you mustn't do:

- don't tell anyone other than a trusted TPP (see section 2.9 for information about TPPs) your security details
- don't choose security details that can be easily guessed by anyone else or write down your security details in a way that other people would easily understand
- don't allow anyone else to use your payment device
- don't use a payment device after you have reported it lost or stolen or you think someone else has used or tried to use it
- don't log in, or stay logged in, to a payment device if you're not using it
- if we are concerned about your account security, we'll let you know in the quickest and most secure way possible. This might be by text or phone call





## Useful information for you

Remember: if we contact you, we'll never ask for your full security details.

If someone says they are from HSBC and they ask for your full security details, it is probably a fraudster. Contact us immediately via one of the phone numbers printed on the back of your card (if you have one) or the phone number from our website if you think you've been targeted by fraudsters.

## 2.3 Secure communications

Some of the channels you can use to contact us are secure and some are not. We'll tell you if a channel is not secure. Please don't disclose any confidential information through unsecure channels.

## 2.4 If you think your account may have been compromised



### Get in touch immediately

Your account may be compromised in different ways, including if:

- you notice any mistaken or unauthorised payment
- you think you have been tricked into making a payment

The best way to tell us what has happened is to call one of the phone numbers printed on the back of your card (if you have one) or the phone number from our website.

**You must give any information we ask for when we ask for it so that we can investigate. It is your responsibility to give us the information we ask for. We may be unable to help if you don't. We'll never ask for your full security details.**

We may also take action if we think your account has been compromised. See section 4 for more details.

## 2.5 Checking it's you

When you use your account, we need to check it's you (or someone authorised to act on your behalf).

If you're in a branch, we may ask for identification. For everything else, if your security details are used, we'll assume it's you. That's why you must be very careful to keep your security details private and not let anyone get access to any devices you use to make payments. We may need to ask for additional information or carry out extra checks if required to make sure it is you.

## 2.6 Information we require

Throughout our relationship, you must give us any information we reasonably ask for as soon as possible. If you don't, we may take action. For example, we might:

- try to get it from another source
- block or close your account(s) (see sections 4.2 and 7.2 for more information)

You might also not be able to use some banking services or keep banking with us.

## 2.7 Privacy

We take your privacy seriously. When you open an account with us, we make available the Privacy Notice that applies to your account. This explains how we:

- collect
- use
- disclose
- transfer
- store your information

It also sets out your rights to your information and when we might need to share it with others. You can find the Privacy Notice relating to your account on our website, or ask us for a copy.

We'll use and transfer your information as we explain in our Privacy Notice. Sometimes we'll also transfer your information to others in the following situations:

- if we're required to by law
- to protect ourselves, such as in any court case
- if we have a public duty to (for example, we may have to give it to a tax authority in another country)
- if you agree



### **Data provided to Hong Kong branch**

Where personal data is collected by our Hong Kong branch office, in addition to the Privacy Notice you will be given a notice relating to the Personal Data (Privacy) Ordinance that applies to you and other individuals connected with your account.

If there are any other individuals connected with your account, please ensure they are provided with the relevant Privacy Notice(s) as it will apply to them.

## 2.8 Can someone else act on your behalf?

Yes. The most common arrangements are:

<b>Power of Attorney</b>	<b>Where you give someone else signing authority over your account but don't create a Power of Attorney</b>
<ul style="list-style-type: none"><li>• There are different types of Powers of Attorney available. The most suitable will depend on your needs and you should speak to a lawyer if you're unsure.</li><li>• You'll need to sign a formal legal document. There may be special rules about how you sign it, you might need a witness and it might need to be officially registered. You should speak to a lawyer to make sure you get this right.</li><li>• The attorney will be able to give all the instructions you could give, including carrying out everyday banking transactions on your account, closing your account and/or applying for an overdraft.</li></ul>	<ul style="list-style-type: none"><li>• We call this a "third party mandate".</li><li>• You'll need to sign our paperwork to set up this arrangement .</li><li>• This allows the third party to carry out everyday banking transactions on your account, but not to do other things such as closing your account or applying for an overdraft.</li></ul>

In both the above situations:

- the person you appoint will have access to all information about the account, including the account history
- we'll need information about the person(s) appointed and what they can do for you. We'll let you, or the person(s) appointed, know if we're going to take instructions from them. This agreement will apply to the third party / attorney so you should give them a copy of this agreement.

We may stop acting on the attorney or third party's instructions if:

- you tell us to
- we believe they are misusing your account or are in breach of this agreement, any law or regulation
- we know their legal authority to act for you has ended
- depending on the type of arrangement you have in place, if we know you're no longer able to act for yourself

Please tell us if you want to limit or cancel a person's ability to give us instructions.

If you're no longer able to act for yourself, an official body may also appoint someone to act for you. In these circumstances we may need to limit access to your account until we get more information.

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

In this section, when we say 'TPP' we mean an app or web service you can use to do things such as see information about your bank accounts (whoever they are held with) in one place, and make payments from those accounts.

If you want to use a TPP with your account, this agreement between us still applies. You should check the information the TPP gives you carefully to make sure they're appropriately regulated. You'll be responsible for any payments made via TPPs authorised by you.

If you notice any problem with a payment or other service, or if you are concerned about your account security while using a TPP, please contact us straightaway.

# 3. Day-to-day banking

## 3.1 Who can hold an account?

An account held with us might be a sole account (for an individual), a joint account (for two or more individuals) or an account for someone other than an individual, such as a trust or corporate account (generally, only available to HSBC Private Banking (C.I.) clients).


### Accounts for persons other than individuals (e.g. trust or corporate)


Documents we'll need:	Who can give us instructions:
<ul style="list-style-type: none"><li>we'll need a copy of the constitutional/statutory documents and certain other documents. We'll tell you what we need</li><li>in certain cases and/or in future, we may require other documents (e.g. a copy of a resolution authorising borrowing if you want to borrow from us)</li></ul>	<ul style="list-style-type: none"><li>we'll ask you to complete a mandate telling us who is authorised to make payments from or give instructions in respect of your account and provide specimen signatures. This may affect how the account can be used</li><li>we can accept and execute instructions that we believe are genuine and which appear to have been given by you or by any person authorised on your behalf. If we think any instructions are unclear or inconsistent, we may decide not to carry out the instructions until the confusion is resolved</li></ul>

### Joint accounts

Any joint account holder can use the account, get information about the account, ask us to make or stop payments, or close the account and have the money in it paid to them. They can also apply for an overdraft, if an overdraft is available for the type of account you have. Some changes will need all the joint account holders' approval.

You can ask us to convert an account from joint names to a sole name, or convert a sole account to a joint one. Depending on what you've asked us to do, we may need to close the account and/or open a new one. Any new account holder(s) will be able to see all the account information, including account history.

 If an account holder dies, the surviving account holder(s) are entitled to the money in the account, and the account would not be frozen. Once we have seen proof of death, we can transfer the account into the name of the other account holder(s).

 If one of you tells us there's a dispute between you, we may continue any direct debits or standing orders, but all of you must agree to any other activity on the account. This restriction will continue until you all tell us the dispute is over. If there's no money in the account and no overdraft, any one of you can ask us to close it.

If you are a joint account holder and are the victim of financial abuse, please contact us to discuss your options.

## 3.2 Types of account

We offer several types of account with different features and benefits. The main types are listed below. We may also talk to you about other types of account if we think they might be suitable for you.

<b>Current accounts</b>	<p>For day-to-day transactional banking. We usually provide you with a debit card to enable you to make payments and withdraw cash.</p> <p>With some current accounts, you can also:</p> <ul style="list-style-type: none"><li>• ask for an arranged overdraft</li><li>• make payments by cheque</li></ul>
<b>Private banking accounts</b>	<p>Used to buy products or investments through HSBC Private Banking (C.I.). The main way of paying money into and out of a private banking account is via electronic transfer.</p> <p>If you have a private banking account with us, you might also have a separate current account with us for your day-to-day banking needs. We refer to that account as your “current account” in this agreement, even though you may get statements and cards for it that refer to “Private Banking”.</p>
<b>Multi-currency accounts</b>	<p>Allow you to hold money and make and receive payments in multiple currencies.</p>
<b>Savings accounts</b>	<p>For saving money and earning interest. You generally can’t make payments by debit card, cheque, Direct Debit or standing order. You can’t have an overdraft on your savings account.</p>
<b>Term deposit accounts</b>	<p>A type of savings account you pay money into for a specified period of time. Generally, you can’t withdraw the money during that time without losing some of the benefits and/or paying a fee. We don’t generally provide debit cards, cheques or other payment methods for term deposit accounts.</p>

Some of our accounts have extra benefits and may have separate terms which we’ll provide when the account is opened for you. If we upgrade or transfer you to another account, you may lose benefits (or gain them) and you may receive a new card.

## 3.3 How you can use your account

There are lots of ways you can use your account, which may or may not be available depending on the type of account you have. These include Online Banking, Mobile Banking and Telephone Banking. If you sign up for these services, we’ll provide you with the additional terms that apply.

We generally can’t accept instructions relating to HSBC Expat accounts or private banking accounts over the counter at our branches in Jersey, Guernsey or the Isle of Man. Please use Online, Mobile or Telephone Banking (if you have signed up for these services) or contact your relationship manager (if you have one).

## 3.4 Making payments

In this section, when we say “foreign currency” we mean any currency other than the currency of your account.

### **Making payments into your account**

If you need to provide your account details so someone can send you a payment, you can find them via Online or Mobile Banking, or by asking us.

The table below sets out how you can pay money into your account, and when payments made into your account using different methods will be available to use.

Payment method	Most current accounts	HSBC Expat accounts	Private banking accounts
<p><b>Electronic payments</b> This will be same-day for some transfers.</p> <p>It will be longer:</p> <ul style="list-style-type: none"> <li>depending on the payment method</li> <li>if the payment is received in other currencies. It will be available immediately after we've converted it into local currency using the HSBC exchange rate that applies at the time we receive the payment</li> </ul>	Accepted	Accepted	Accepted
<p><b>Cash</b> Immediately if paid in at one of our branches. If paid in via a self-service machine, on the same day or, if paid in after the cut-off time, the next working day.</p> <p>If you pay in cash at another bank, it's normally available by the next working day. Please note other banks may charge for this service.</p>	Accepted	Service unavailable	Service unavailable
<p><b>Cheques</b> Generally, within one working day after the working day on which we receive the cheque. It will be longer if we receive the cheque after any cut-off time on a working day. Please also see the important notes below.</p>	Accepted	Please contact us if you need to pay in a cheque. We may not always be able to accept the cheque, and certain limits may apply.	We do not accept cheques into private banking accounts. Please speak to your relationship manager to discuss alternative options.

 **Important notes for cash**

You cannot pay foreign currency cash into your account.

 **Important notes for cheques**

Cheques might take longer than usual to process if we have any difficulty understanding them. This could happen, for example, where the writing isn't clear on the cheque.

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

Foreign currency cheques take much longer to clear (sometimes several weeks) than electronic transfers.

 **Important Notes**

- Payments into your account are subject to screening and other checks. If we need to investigate or carry out any additional checks in relation to a payment, your ability to access the money may be delayed.
- You may be able to see a payment into your account, use the money and get interest on it before we actually receive the money. If we don't receive it after a certain time, we'll reverse the payment and the interest you received on it.
- We may also return a payment to the sender if they ask us to, or if we believe the payment was made as a result of fraud or a mistake. We'll do this even if you don't have enough money in your account and it results in fees and charges and a return of interest we paid to you on that money.
- If you pay in money in a currency other than the currency of your account, we'll assume you want us to convert the money into the currency of your account. We'll do this at our exchange rate that applies at the time we receive the payment. There may be a delay in processing the payment whilst we convert the money.
- If we need to return money that has been paid into your account, for instance because a cheque has been paid into your account but is returned unpaid (e.g. it bounces), we'll tell you and take the money back out of your account. This may put you into an unarranged overdraft. If we need to return money that was paid in a foreign currency, we'll convert it using the exchange rate at the time. The exchange rate may have changed since the date we received the money, so the amount we need to return may not be the same as the amount paid in.

## Making payments from your account

We'll use the information you give us to make the payment from your account so please make sure you're giving us the right information. We consider a payment from your account is authorised by you when your security details are used.

The table below sets out how you can make payments from your account.

Payment method	Most current accounts	HSBC Expat accounts	Private banking accounts
<p><b>Electronic Transfer</b></p> <p>Depending on the type of account you have, via Online, Mobile or Telephone Banking (if you have these services) or by contacting your Relationship Manager (if you have one).</p> <p>We'll decide how the payment is made (e.g. by CHAPS, Faster Payments, SWIFT or some other service). We'll make the decision at our discretion based on various factors including the type of account you have, what payment service is available, the size of the payment you are trying to make, and whether the payment is domestic or international. We won't be responsible for any loss or delay arising from our decision if we acted reasonably.</p>	Available	Available	Available
<p><b>Cash withdrawals</b></p> <p>At any of our branches or by using a cash machine.</p>	Available	Cash machine	Service unavailable
<p><b>Debit Card</b></p> <p>If you use your debit card for a cash withdrawal or payment, the money will come out of your account after we receive confirmation of the payment/withdrawal from the card scheme. This may happen on a working day or a non-working day.</p> <p><b>What do we mean by 'card scheme'?</b> This means card network operators such as Visa or Mastercard.</p> <p>If you use your debit card for a transaction in a foreign currency, the card scheme will convert it into the currency of your account. They'll do this on the day they process it using their exchange rate. You can check the exchange rate by visiting the card scheme's website.</p>	Available	Available	We don't currently provide debit cards for private banking accounts. If you have a private banking account, you may also have a separate current account which will come with a debit card you can use. The details in the left-hand column will apply to that card.
<p><b>Direct Debits / Standing Orders</b></p> <p>These are regular payments from your account. You can also arrange to make a payment on a specific date – please contact us for more information.</p>	Available	Available	Available
<p><b>Cheques</b></p> <p>You can make payments by cheque if you have a cheque book for your account.</p>	Available	Available	Service unavailable

### **Important notes for cash**

- Cash machine providers outside the HSBC Group and/or outside the Channel Islands and Isle of Man may charge you to use their cash machines.

### **Important notes for Direct Debits/Standing Orders**

- To make a regular payment you must set it up at least two working days before the date you want to make it. To cancel a regular payment, you must tell us at least two working days before the next payment is due.

### **Important Notes for cheques**

- If we get a cheque more than 6 months after it was written, we may pay it, but we don't have to. We may contact you to check if you still want to make the payment.
- Please don't put a future date on cheques you issue, as we won't wait until that date to make the payment.

### **Other important notes**

- Payments out of your account are subject to screening and other checks. If we need to investigate or carry out any additional checks or contact you in relation to a payment, it may be delayed.
- If you ask us to send money on a future date, we'll send it on that date (with the exception of cheques). But if that's a non-working day, we'll send it on the next working day.
- There may be limits on the amount you may pay or withdraw. We'll tell you what these are when you open your account and/or when we send you your debit card.
- If you have a Global Money account and/or Global Money debit card, please refer to the separate Global Money terms for details about making payments.

### **Cut-off times**

The 'cut-off time' is the latest time on any day that we can do something you've asked us to (including processing any payment into your account). The cut-off time will depend on what you are asking us to do, where you are asking us to do it, and the type of account you hold. You can get details of our cut-off times from our website or by asking us.

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

### **Sending money electronically in a foreign currency**

- You can send money from our accounts electronically in most major currencies – but not all. Please check with us.
- If you want to send money in a foreign currency, you can ask us to convert the amount into the other currency. You can ask us for an indicative rate. If we can't convert the money before we send it, or if you don't want us to, the receiving bank may convert it using their exchange rate.
- We'll tell you the exchange rate we'll use. If you then go ahead with the payment immediately, the rate we've told you will be the rate you get. Otherwise, we'll use the exchange rate that applies when the payment is made.
- If the payment is returned to us or we can't make it for any reason, we'll reverse it using the exchange rate at that time. The exchange rate might have changed. So the amount you get back may be more or less than we originally took from your account.
- If you have a Global Money account and/or debit card, please refer to the separate Global Money terms for details about sending money electronically in a foreign currency.

### **Cancelling or changing payments**

- If you need to cancel a payment, please call us as soon as possible. Most payments can't be cancelled, but some can if you tell us straightaway. We can't cancel any payment after it has left us or reached the recipient.
- If you cancel future payments (such as Direct Debits or regular card payments), you should also tell the organisation or retailer that collects the payment. This is so they can cancel or change it (and any future payments) as well.
- If you haven't used a standing order or other regular payment instruction for a long time, we may cancel it. If you want to start making payments again, you'll need to let us know.
- If you want to cancel a cheque you must tell us the details including the cheque number as soon as possible. You should know that in most cases we won't be able to cancel the cheque. So you will most likely need to speak with the person you no longer want to make the payment to.



## 3.5 Interest

We'll tell you your interest rate when we open the account and you can contact us to find out your current rate. Some accounts are subject to minimum balances below which no interest is paid.

We'll pay interest at a fixed or variable rate (which may go up or down). We may apply negative interest rates to credit balances for some currencies. See sections 6.1 and 6.2 for information on how we may change interest rates and how you will be notified.

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

We'll tell you on what days in which months we take interest from, or pay it into, your account. If the day interest is due to be paid or taken isn't a working day, we may do it the next working day.

## 3.6 Charges and expenses

### **Charges**

We publish full lists of our charges that apply to each type of account. We'll give you a copy when you first open your account. If anything changes, we'll let you know, and you can always get the latest version from our website or by asking us.

We may also deduct from your account any fees or charges imposed by another bank or person in connection with any payment.

You'll see on your statement details of any charges we've taken from your account during that statement period.

### **Expenses**

In some situations, you'll be responsible for our reasonable expenses to:

- defend or exercise our rights (for example, going to court)
- respond to or comply with court orders or requests from authorities that are related to your accounts

We may take these expenses from your account. We'll tell you if we do this.

## 3.7 Statements

You can get information at any time about money coming into or out of your account via Online, Mobile or Telephone Banking (if you have registered for these services). For some accounts, information is also available from cash machines or branches.

Please check your statements carefully. If you spot any mistakes or unauthorised transactions in your statements, tell us straight away.

### **When we provide statements**

We'll usually provide a statement every month unless:

- you tell us you don't want monthly statements
- your account is a private banking account, in which case we'll provide statements at least annually
- there hasn't been a payment out of your account since the last statement

The frequency of statements may change. We'll tell you if we plan to change how often we provide statements for your account.

### **How we provide statements**

- To your online banking profile and/or via our mobile app if you're registered for Online and/or Mobile banking.
- If you aren't registered for Online or Mobile banking, we'll send them to your email address or your postal address you've given us.

We may charge for issuing duplicate statements – see our lists of fees and charges (available on our website or on request) for details.

## 3.8 Overdrafts

Overdrafts allow you to use more money than you have in your account. They're meant to be for short-term borrowing. Please see our lists of fees and charges (available on our website or on request) for details of the charges and interest rates for overdrafts. Additional terms apply if you have an overdraft with us.



Money must be paid into the overdrawn account at least once a month.



We can ask you to repay the overdraft immediately at any time. At our discretion, we may give you some time to arrange to repay the money.



We may contact you when you go into an overdraft or if you don't have enough money to make a payment. If you don't want us to contact you about this, please let us know and we'll stop.

Arranged Overdraft	Unarranged Overdraft
<ul style="list-style-type: none"><li>• We agree this with you in advance.</li><li>• There's no fixed period but we'll review the limit of your overdraft regularly.</li><li>• Where possible, always try to arrange an overdraft before you need it, as this will cost you less.</li></ul>	<ul style="list-style-type: none"><li>• This is for emergencies.</li><li>• If you ask us to let you use more money than you have in your account, or make a payment which takes you over the limit of your arranged overdraft, we treat this as a request for an unauthorised overdraft.</li><li>• You must bring your account back to a positive balance or within your arranged overdraft limit as soon as possible.</li></ul>

### Helping you manage your finances

If you're experiencing financial difficulties, or think you may struggle financially, please talk to us and we can try to help.

### Joint account overdrafts

If we agree to provide an overdraft on a joint account, each account holder will be responsible for repaying it. If one joint account holder applies for an overdraft on the account, we may rely on the latest information we have about the credit capability of the other account holders when making our decision. That information might not always be up to date.

## 3.9 Repaying money you owe us

If you owe us or another member of the HSBC Group worldwide any amount, we can use the money from any of your accounts held with us to reduce or repay your debt. This is known as set-off. We'll tell you when we do this or shortly after.

We:

- may take the amount from a joint account, an account in a different country or currency or a suspended account
- can take money held in a joint account to repay money owed to us by any of the joint account holders in their own name
- may do this even if it causes you to go into an overdraft
- will (if we can) consider your circumstances before we do this

# 4. Action we may take to protect you, your account, or HSBC

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

## 4.1 When we refuse to accept or make payments

### Payments into your account

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

Some examples of when we might do this are:

- we reasonably believe that accepting the payment might cause us to breach a legal requirement or expose us to action from any government, regulator or law enforcement agency or put our reputation at risk
- if we reasonably suspect fraud or criminal activity of any kind, whether or not linked to your account or your relationship with us
- if we need further information about the payment
- if you haven't given us information that we've asked for after a reasonable period of time, or what you've given us is incomplete, incorrect or otherwise inadequate
- for financial crime risk management reasons (see section 4.3 for details)

### Payments from your account

We may not make a payment from your account, or might need to delay making it, if:

- there isn't enough money in your account. If you've requested several payments but there isn't enough money to make all of them, we'll try to make some of them
- we need further information to make the payment
- the payment is over a limit
- we believe it's necessary to meet our financial crime related obligations (see section 4.3 for details)
- there are circumstances beyond our reasonable control, such as equipment or power failure, a strike or natural disaster
- we reasonably believe that:
  - there's been a breach of security or misuse of your account, security details or payment device
  - there is or has been fraudulent or criminal activity of any kind. It doesn't matter whether it's linked to your account or relationship with us
  - the payment would cause us to break the law or go against a regulation or other requirement we follow or expose us to action from a regulator, government or law enforcement agency
  - someone else may have a claim over the money

We'll tell you why we've been unable to make a payment if you ask us, unless we're unable to because of legal, security or fraud reasons.

## 4.2 Refusing to act on your instructions, suspending or limiting your access

We may delay or refuse to act on your instructions, or suspend or limit your access to an account or service, immediately and without telling you first, if:

- we suspect fraud or criminal activity of any kind whether or not linked to your account or your relationship with us
- we have security concerns (e.g. if we know or suspect your account, your security details and/or your payment device have been misused)

- we believe it's necessary to meet our financial crime related obligations (see section 4.3 for details)
- you haven't given us information that we've asked for after a reasonable period of time, or what you've given us is incomplete, incorrect or otherwise inadequate
- we believe that if we don't, we could be acting outside any law, regulation, code, court order or other duty, requirement or obligation or we might put our reputation at risk
- we believe that if we don't, it could expose us to action or investigation from any government, regulator or law enforcement agency
- there's a significantly increased risk that you won't be able to repay any money you owe us
- we are aware you have become bankrupt or insolvent
- you don't seem to be using your account and we think it is necessary to take action to protect against fraud

We'll usually let you know about this and confirm the reason why unless we're unable to because of legal, security or fraud reasons.

If we plan to suspend or limit access to an account or service for any other reason, we'll tell you what we're doing and why.

## 4.3 Financial crime risk management

We have an obligation to detect, investigate and prevent financial crime (including money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, sanctions non-compliance or other attempts to break any laws or regulations).

To meet these obligations, we may:

- delay, investigate, block or refuse to act on your instructions
- ask you for more information about you and your transactions
- take other action that is necessary for us to comply with our obligations, including our internal policies and procedures, relating to financial crime
- ultimately close your accounts with immediate effect

We may not be able to tell you the reason when we take such action (for example, if we are prevented by law or regulation).

We'll not be responsible to you or any third party for any loss suffered in connection with any financial crime risk management action we take.

# 5. If something goes wrong

## 5.1 When payments go wrong

### **This can happen when:**

- money enters your account due to a mistake, system error or fraud
- you've been tricked into sending a payment
- you make a mistake by giving us incorrect payment details
- we make a mistake sending the payment when you have given us the correct details
- a payment has been made without your authorisation

If this happens, we'll try to help. Just let us know straight away.



### **It's important that you:**

- call us as soon as you can after noticing any mistaken or unauthorised payment or thinking that you've been tricked into sending a payment
- give any information we ask for when we ask for it so that we can investigate the payment or trace the money
- take any steps we ask to preserve the security of your account

### **What we'll do**

We'll investigate the payment, the circumstances and how you use the account to establish how the payment went wrong. Once we have established what went wrong we'll tell you the outcome of our investigation. What may happen next will depend on what went wrong with the payment:

#### **Money enters your account due to a mistake, a system error or fraud**

- If the money came from another bank and you tell us the payment wasn't a mistake, we generally won't return it unless you agree, however we may share your information with the bank the payment came from and we might have to return the payment depending on the circumstances and information provided to us.
- If we pay money into your account because of a systems error, we'll take it back.
- We'll remove any payment into your account that we suspect was made by fraud.
- We won't tell you before we remove the money even if it puts your account into an unarranged overdraft.
- Until we take back any money we've paid you by mistake, you're liable to us for that money and we may use our rights of set-off (see section 3.9 for details).

#### **You have been tricked into sending a payment**

- We'll look into this and consider all the circumstances.
- We'll let you know if you're entitled to a full or partial refund as soon as we can.

#### **If you make a payment by mistake by giving us incorrect payment details**

- You can ask us to try to get the payment back from the bank who received it.
- You will be responsible for our fees in trying to obtain return of the funds. We'll tell you the maximum amount you will pay first.
- If we're not able to get the payment back, you can try to recover the money yourself. If you want us to help you do that, then you'll need to write to us. We'll give you all the information we've been given by the bank that received the payment.

#### **We make a mistake sending the payment when you have given us the correct details**

We'll always refund, unless the payment was received by the person you intended to pay.

#### **A payment has been made without your authorisation**

- If you've acted fraudulently or carelessly, you're responsible for payments from your account.
- Otherwise, we'll refund an unauthorised payment from your account if:
  - someone else uses your new debit card before you receive it
  - a payment has been made after you have told us that your debit card or payment device has been lost or stolen, or security details disclosed
  - we've allowed the payment to go through without our usual checks to confirm it was you authorising the payment

## 5.2 Refunds

### For payments by electronic transfer

How much will we refund, and when will we pay the refund?

If we give a refund, it won't always be for everything you've lost. We might only pay a percentage of the loss if we think you were partly at fault.

- If we decide to refund 100% of the loss, we'll refund the money together with any interest we charged, or pay any interest that we should have paid. This will put you back in the position you would have been in if the payment hadn't been made.
- If we decide to refund less than 100%, we'll still pay/refund interest on the amount, but you won't end up in the position you would have been in if the payment hadn't been made.

If we agree you're entitled to a full or partial refund, we'll give it as soon as we can after confirming this to you, although the payment may take some time to process through our systems. We'll pay the refund into the account the payment was taken from. You can ask us about the status of your refund if it hasn't arrived yet.

If we make a refund and find out that you weren't entitled to it, we'll reverse it. Until we do, you'll be liable to us for the money and we may use our rights of set-off (see section 3.9 for details).

### When we don't refund you

We won't refund you if we think that you or someone acting for you:

- acted carelessly or fraudulently
- didn't comply with these terms or any other terms that you have agreed to
- didn't follow the security tips and guidance that we make available, for example on our website, app or other channels

### For debit card payments

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



You need to ask us for a refund as soon as possible (and within eight weeks of the payment being charged to your account). You can do this using the debit card disputes form available via our website.

We may ask for more information we reasonably need when we look into it. We may need to look into whether you could have known what the true amount was. To do this, we take into account how you normally spend and the facts surrounding your purchase. You aren't entitled to a refund if:

- you agreed the payment directly with us
- we or the seller made information available to you about the amount at least four weeks before you paid

Whether we are making a refund or not, we'll let you know what's happening and why. We'll do this as soon as we can after the claim date or the date we get information we've asked for (whichever is later).

### For Direct Debit payments


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


## 5.3 Complaints


### How to complain

If you have a complaint, please let us know. We'll endeavour to resolve your concerns and put matters right. If you want to complain formally to us, here's how:

Type of account	Contact us by phone	Contact us online	Or write to us at this address
<b>HSBC Channel Islands and Isle of Man</b>	<b>HSBC Premier Banking</b> 03456 00 61 61  From outside the Channel Islands and Isle of Man +44 1470 697139  <b>HSBC Advance and HSBC Personal Banking</b> 03456 00 61 61  From outside the Channel Islands and Isle of Man +44 1470 697139	Either log on to Online Banking and send us a secure message, or email us at: <a href="mailto:CIIOM.Service.Recovery@hsbc.com">CIIOM.Service.Recovery@hsbc.com</a>	HSBC CIIOM Service Recovery HSBC House Esplanade St Helier Jersey JE1 1HS Channel Islands
<b>HSBC Expat</b>	+44 1534 606 302 <b>Or call the contact centre:</b>  <b>Premier customers</b> +44 1534 616 313  <b>Advance customers</b> +44 1534 616 212  <b>Hong Kong residents (local call rate)</b> +852 2822 3133	Either log on to Online Banking and send us a secure message, or email us at: <a href="mailto:expat.customer.care@hsbc.com">expat.customer.care@hsbc.com</a>	Service Recovery HSBC Expat HSBC House Esplanade St Helier Jersey JE1 1HS Channel Islands
<b>HSBC Private Banking (C.I.)</b>	+44 1481 759000	N/A	Chief Executive Officer HSBC Bank plc Guernsey Branch Arnold House St. Julian's Avenue St. Peter Port Guernsey GY1 3NF Channel Islands

 Our contact details can change. Up-to-date opening hours and contact details can be found by checking our website.

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

 Calls from outside the UK, Channel Islands and Isle of Man may be charged. You can still contact us free of charge using Online or Mobile Banking if you have signed up for these.

### What happens when you complain?

If we can, we'll try to resolve your concerns there and then. If this is not possible, we'll investigate the issues you've raised and let you know the outcome. We'll acknowledge your complaint within 5 working days, explain what will happen next and let you know when you can expect to hear from us again.

### What can you do if you're not satisfied with the response?

If your complaint is not resolved to your satisfaction, you may be able to refer it to the relevant Financial Ombudsman Service. See section 8.1 for information about where your account is held, which will determine which Financial Ombudsman Service is relevant.

For accounts held in Jersey or Guernsey (including Alderney and Sark)	For accounts held in the Isle of Man
<p><b>Channel Islands Financial Ombudsman (CIFO)</b>  Address:  Channel Islands Financial Ombudsman  PO Box 114, Jersey, Channel Islands JE4 9QG</p> <p>Email: <a href="mailto:enquiries@ci-fo.org">enquiries@ci-fo.org</a></p> <p>Telephone:  +44 1534 748 610 Jersey  +44 1481 722 218 Guernsey / Alderney / Sark</p>	<p><b>Isle of Man Financial Services Ombudsman</b>  Address:  Financial Services Ombudsman Scheme for the Isle of Man  Thie Slieau Whallian, Foxdale Road, St John's, Isle of Man  IM4 3AS</p> <p>Email: <a href="mailto:ombudsman@iomoft.gov.im">ombudsman@iomoft.gov.im</a></p> <p>Telephone: +44 01624 686500</p>

### Complaints relating to our Hong Kong branch

For complaints relating to our Hong Kong branch office, you also have the right to refer the matter to the **Complaint Processing Centre of the Hong Kong Monetary Authority at: 55/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong.**

For monetary disputes about a product, service or advice provided by our Hong Kong branch office, and which meet the eligibility requirements of the Terms of Reference for the FDRC, you have the right to refer the matter to the **Financial Dispute Resolution Centre (FDRC) at: Unit 3701-4, 37/F, Sunlight Tower, 248 Queen's Road East, Wan Chai, Hong Kong.**

In order to be eligible for resolution of disputes under the Financial Dispute Resolution Scheme administered by FDRC, a written complaint must be filed with us and a final written reply in respect of the complaint has been issued or no final written reply has been issued within 60 days. Also, the dispute must be of a monetary nature not exceeding HK\$500,000 (including any interest on any amount alleged to be a loss) or the foreign currency equivalent.

## 5.4 Disputes

We hope we'll always be able to resolve any issues between us. If we can't and we end up going to court, the laws of the place where your account is held (see section 8.1 for details) will apply to the interpretation of all the terms between us. Any disputes that go to court will go to the courts in the place where your account is held. For accounts held in Alderney or Sark, the laws and courts of Guernsey will apply.



# 6. Making changes

## 6.1 Changes we can make

We can change our terms, fees, interest rates and charges from time to time.

We can't predict all of the reasons why we may need to make a change, but the most common reasons are:

- to reflect changes to laws or regulations, decisions we have to follow (such as decisions made by a court) or new industry guidelines or codes of practice
- to reflect changes to our business, technology, services or facilities we use
- to improve our services
- to cover any change in our costs of doing business
- to increase or reduce our margins
- to reflect changes to any relevant base rate and/or any reference rates we use to calculate interest
- to reflect any other change that affects us if it's reasonable for us to pass the impact of the change on to you

If we make changes for any other reasons, we'll make sure the change is reasonable.



We won't make a change if we have agreed not to do so (for example, we generally won't change an interest rate during an agreed fixed rate period unless we are permitted to do so under our agreement).

## 6.2 How and when we'll tell you about a change

We'll usually notify you personally about a change. We'll do this by email, by secure message through Online or Mobile Banking (if you are signed up for these), or by post.

If the change is beneficial to you (e.g. if we are increasing the rate of interest we pay you), or in some other situations where the change is being made for reasons outside our control (e.g. because it is caused by a change in a reference rate such as the Bank of England base rate), if we think it's appropriate for us to make the change without prior notice we may make the change without telling you first, although we'll notify you afterwards.

Otherwise, where possible, we'll tell you at least 30 days before any change.

If you don't agree with a change, you can ask us to close your account(s) free of charge.



### Important notes

- If we change our terms in a way that only affects some accounts or services, we may only tell those affected about the change.
- We may not always tell you personally about a change to interest rates, fees or charges that is beneficial to you. We might place a notice on our website, on our Mobile or Online Banking pages, in a newspaper and/or in our branches instead. You can always ask us for a copy of the current interest rates, fees and charges that apply to your account(s) or find them on our website.
- Different notice periods may apply to some accounts. You can find more information on this in the relevant account terms.

## 6.3 Changing your account with us

We may change the account you hold with us (e.g. from one type of account to another) if we think it is appropriate for you. We'll normally only do this if:

- you no longer meet the conditions for an account (e.g. if you have a student account and leave university)
- we're withdrawing a type of account
- you have become eligible for a different type of account and we think it could be more appropriate for you
- you ask us to change your account and (subject to eligibility) we agree

If there are benefits with your account, these might change or come to an end if we change your account.

If we're changing your account, we'll usually give you 30 days' notice. We might shorten this period if you agree to the change and if we're able to make it happen sooner.

You can always tell us if you'd prefer not to change. Depending on the reason for the change, we'll either allow you to keep your existing account, or we may need to close your account(s) and pay the money to you. We might not be able to pay you the money straightaway if you haven't given us any information we've reasonably asked for, or if we are prevented from doing so by applicable law or regulation.

## 6.4 Current Account Switch Service

We participate in the Current Account Switch Service. If you hold a current account with us in the Channel Islands or Isle of Man, we can transfer the money in your account to your new current account in the Channel Islands, Isle of Man or UK provided you give us the details we need. We'll take any amounts you owe us before we do this. We'll also give you the information we have about payments set up on your account so you can transfer them. We won't charge you for this.



This service can only be used to switch current accounts. Other accounts (such as savings accounts and term deposits) aren't covered. It also can't be used to transfer investments. Please ask us if you aren't sure whether you can switch.

## 6.5 Transferring this agreement

We can transfer all of our rights and responsibilities under this agreement and in relation to your account to someone else. We'd only transfer our responsibilities to someone we reasonably think could carry them out as well as we can.

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

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# 7. Ending the relationship

## 7.1 How you can close your account or end this agreement

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

Make sure you have downloaded any documents and information you need from Online and/or Mobile Banking before you go.

We'll close the account and send you any amount in it (plus interest) when everything you owe us (including charges) has been paid. Any account benefits will end.

 Please note that it may not be possible to close your account promptly if you still hold wealth or investment products with us. Please speak to us if this poses difficulties for you and we can discuss your options.

## 7.2 How we can end this agreement and close accounts

### Without notice

Sometimes we can end this agreement and close your accounts straightaway without giving you any notice. We'll only do this if certain things happen. We've set these out below. If you:

- have seriously or persistently broken this agreement
- have behaved inappropriately either to us or when using our services
- weren't entitled, or are no longer entitled, to open or have your account or the service
- haven't given us information that we've reasonably asked for, and/or have given us false information
- are declared bankrupt

We'll also do this if it's reasonable for us to believe that something in the list below has happened:

- you're accessing or using an account, service or money illegally or fraudulently (or have done this in the past), you're allowing someone else to do this, or you're involved in any criminal activity (whether or not linked to your relationship with us)
- there's been a serious breach of security or misuse of your account, security details or a payment device
- you've exposed us to action or investigation from any government, regulator or law enforcement agency
- if we don't, we might be acting outside a law, regulation, code, court order or other duty, guidance or requirement (including our policies and procedures) or it might place our reputation at risk
- it's necessary to meet our financial crime related obligations (see section 4.3 for details)
- you're using the account in a way not allowed by our agreement, or you're not using your account and/or we are unable to contact you (see section 8.7 for details)

We'll tell you why we're closing your account unless we can't because of legal, fraud or security reasons. We won't be responsible for any losses caused by us closing your accounts.

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

### With notice

We can also end this agreement and close your accounts for any reason by giving you at least two months' notice (unless your account is for a fixed term). If you have a Basic Bank Account in the Channel Islands or the Isle of Man, we'll only do this if anything in the list below applies:

- there haven't been any transactions on your account for more than 24 months
- you no longer have a residential address in, or legitimate connection with, the Channel Islands or the Isle of Man
- we reasonably believe you have access to another payment account with basic features

## 7.3 What happens when an account is closed?

We'll pay you the balance of any money in the account (plus any interest) once we've taken any money owed to us or committed to payments and any interest and charges that haven't yet been charged to the account. We might not be able to pay you the balance straightaway if you haven't given us any information we've reasonably asked for, or if we are prevented from doing so by applicable law or regulation.

If you're using the Current Account Switch Service, we'll pay the balance to your new account with another provider.

- If you have a foreign currency account, we may convert the money into pounds sterling or another currency using our exchange rate that applies at the time before we return it to you.
- You're responsible for cancelling any payments into and out of your account.

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

## 7.4 What happens if an individual account holder dies?

If one joint account holder dies, we can transfer the account into the name of the other account holder(s) once we have seen proof of death. Please see section 3.1 for more information about joint accounts.

If a sole account holder dies, what happens to the money in any account(s) will be determined by the laws of the place where the account(s) is/are held (see section 8.1 for details). We'll need to see proof of death and, depending on where the account(s) is/are held and the amount of money, we may need to see other documentation (such as a grant of probate/letters of administration) before we can release any money. On request, we can provide information to the executors or personal representatives about the account(s). Before releasing any money, we may deduct any money owed to us (including any interest or charges). We aren't responsible for stopping any payments from the account before we are notified about the death.

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# 8. Other important details

## 8.1 Where is my account held?

It's important to know where each of your accounts is held. The place where an account is held will determine what laws apply, what courts will decide on any disputes between us and which Financial Ombudsman Service and Depositor Compensation Scheme will protect you in relation to that account.

You can usually tell where your account is held by looking at the sort code.

- The sort code is a six-digit code which identifies where your account is held. It's often quoted alongside your account number. You can find the sort code on your statement, on your debit card (if you have one) or on Online or Mobile Banking.
- All accounts opened with HSBC Expat (including all savings and fixed term accounts) are held in Jersey. This is true even if you opened the account through our Hong Kong branch.
- If you can't find your sort code, or it isn't listed below, or you just aren't sure where any of your accounts is held, please ask us. If you have more than one account with us, please note they might not all be held in the same place. Generally, any term deposit (such as a fixed rate saver) will be opened in the same place you hold your current account.

Where your account is held	Sort code
<b>Jersey</b>	40-25-34 40-25-33 40-25-41 40-49-24 40-61-62
<b>Guernsey (including Alderney and Sark)</b>	40-22-25 40-62-57
<b>Isle of Man</b>	40-19-38 40-38-32

## 8.2 How your money is protected

If we collapse or go bankrupt, depositor compensation schemes may step in to protect your money subject to eligibility. The schemes that apply to accounts held with us are listed below:

Where the account is held	Depositor compensation scheme
<b>Jersey</b>	HSBC Bank plc, Jersey Branch, is a participant in the Jersey Bank Depositor 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 5-year period. Full details of the scheme and banking groups covered are available on the States of Jersey website <a href="http://www.gov.je/dcs">www.gov.je/dcs</a> , or on request.
<b>Guernsey (including Alderney and Sark)</b>	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, subject to certain limitations. The maximum total amount of compensation is capped at £100,000,000 in any 5-year period. Full details are available on the Scheme's website <a href="http://www.dcs.gg">www.dcs.gg</a> or on request.
<b>Isle of Man</b>	HSBC Bank plc in the Isle of Man is a participant in the Isle of Man Depositors' Compensation Scheme as set out in the Depositors' Compensation Scheme Regulations 2010. Full details are available on the Scheme's website <a href="http://www.iomfsa.im">www.iomfsa.im</a> or on request.

### Important notes

- Deposits held with us in the Channel Islands or 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 UK's Financial Ombudsman Service.
- Deposits held with us in the Channel Islands or the Isle of Man are also not protected deposits under the Hong Kong Deposit Protection Scheme.

## 8.3 We don't give you tax, legal or accounting advice


We don't provide any tax, legal or accounting advice, and we're not responsible for any of your tax or related reporting obligations.

### You are responsible for:

- getting your own tax, legal and accounting advice
- the payment of any applicable taxes
- any other tax obligations you may have (such as reporting or filing requirements)

## 8.4 We cooperate with tax authorities

In this section, when we say, relevant person, we mean any individual connected with your account whose tax information we are required to collect under applicable laws and regulations, which could include any controller, trustee, beneficial owner, protector, settlor, anyone with a controlling ownership interest or any other person operating the account.

We may	 You must
<ul style="list-style-type: none"><li>• Ask for information about you and your tax status and/or the tax status of any relevant person.</li><li>• Report you or any relevant person to a domestic or overseas tax authority.</li><li>• Pay money required by those tax authorities on your behalf (including by deducting any withholding tax).</li></ul>	<ul style="list-style-type: none"><li>• Promptly respond to our requests.</li><li>• Tell us as soon as possible about any change in your information which may impact your tax status (such as a change in residency).</li></ul>

If you don't provide up-to-date information, we may determine your and/or any relevant person's tax status based on the information we have, in accordance with applicable laws and regulations. This may result in us reporting inaccurate information. We won't be responsible for any losses or other consequences of these actions if you haven't given us the information we've reasonably asked you for.

## 8.5 Our responsibilities are limited

We'll do all we reasonably can to carry out our promises to you but there may be times where we can't, or where we need to delay acting, for example if:

- legal or regulatory reasons require
- something's happened which we couldn't predict or isn't normal, or it's outside our (or our agents'/subcontractors') control and we couldn't have avoided it even if we used reasonable efforts to. For example, industrial action or mechanical failure

In these situations, we won't be responsible for any losses.

We also won't be responsible for any product or service provided by others. We are only responsible for products or services we provide or we instruct others to provide on our behalf.

Finally, we won't be responsible for any indirect or consequential loss or damage (such as loss of profit or opportunity), whether or not we could have foreseen it, unless in the case of any loss of interest on your credit balances, or interest incurred on your debit balances, the loss was caused because we acted in breach of our duties to you. But we are not liable for this type of loss if it was caused by your own neglect or default.

## 8.6 We can exercise our rights at a later time

If we don't exercise our rights (such as taking any fees or charges from your account) straightaway, we may still do so later or going forward.

## 8.7 Unclaimed balances

If there is no activity on your account and/or we are unable to contact you, then subject to any "dormant account" laws that may apply we may close your account and transfer any money to any relevant dormant account scheme. If possible, or if we are required to do so by law, we'll try to contact you before we transfer the money.

## 8.8 Our regulatory details

HSBC Bank plc, registered in England and Wales number 14259. Registered office 8 Canada Square, London, E14 5HQ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

HSBC Bank plc, Jersey Branch is regulated by the Jersey Financial Services Commission for Banking, General Insurance Mediation, Fund Services and Investment Business. HSBC Expat is a division of HSBC Bank plc, Jersey Branch.

HSBC Bank plc, Guernsey Branch is licensed by the Guernsey Financial Services Commission for Banking, Insurance Intermediary and Investment Business. HSBC Private Banking (C.I.) is a division of HSBC Bank plc, Guernsey Branch.

In the Isle of Man, HSBC Bank plc is licensed by the Isle of Man Financial Services Authority.

HSBC Bank plc, Hong Kong Branch, is licensed by the Hong Kong Monetary Authority as an authorised institution and registered with the Securities and Futures Commission to conduct Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities under the Securities and Futures Ordinance (central entity number: AFJ824).

## 8.9 Conflicts of interest

HSBC is a global organisation which provides a wide range of financial services. Sometimes, our interests might conflict with your interests and/or our duties to you.

We have policies and procedures to identify and manage conflicts of interest. As part of our policy, HSBC employees who are engaged in different business activities involving a conflict of interest must carry on those activities independently of one another. Where necessary, we also maintain arrangements which restrict the flow of information, to protect your interests and to prevent improper access to your information.

In some cases, our procedures and controls may not be sufficient to ensure that a potential conflict of interest doesn't damage your interests. In these circumstances, we may consider it appropriate to tell you about the potential conflict and obtain your formal consent to proceed. We may also decline to act if there is residual risk of damage to your interests.

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



# 9. Account-specific terms HSBC Channel Islands and Isle of Man

## 9.1 Current accounts

### Bank Account Pay Monthly

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

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

You can ask us to stop sending you these alerts at any time (except alerts we have to send by law).

If you have a joint account, we'll send alerts to all account holders if we have a Channel Islands, Isle of Man or UK mobile number for them. We only send each alert once – we won't resend them.

### HSBC Premier Bank Account

**Account conditions:** You must pay your annual income into your HSBC Premier Bank Account and meet the conditions in either Option 1 or Option 2.

Option 1	Option 2
<ul style="list-style-type: none"><li>• Have savings or investments of £50,000 or more with HSBC in the Channel Islands and Isle of Man; or</li><li>• You could have an annual personal income of £75,000 or more (at least one of you has to have this if you have a joint account). But you'll also need to have one of the products below with HSBC in the Channel Islands and Isle of Man<ul style="list-style-type: none"><li>— A mortgage</li><li>— An investment</li><li>— A life insurance or protection product (including products with intermediary providers arranged by an HSBC Adviser)</li></ul></li></ul>	<ul style="list-style-type: none"><li>• Already qualify for HSBC Premier in another country</li></ul>

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

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

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

# HSBC Advance Bank Account

**Account conditions:** To continue to be eligible for this account, you'll need to be approved for an arranged overdraft of at least £1,000.

You must pay either:

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

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

## Student Bank Account

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

You must also have been resident in the UK, Channel Islands or the Isle of Man for at least three years. At the end of your course, we'll convert your account to a Graduate Bank Account.

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

## Graduate Bank Account

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

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

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

## MyMoney and HSBC Premier Family

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

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

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

When opening a MyMoney Account (Premier MyAccount, Premier MySavings and MySavings) you and your parent or guardian linked to the account must complete and sign a document called the 'Authorised Adult Mandate.' This document gives your parent/legal guardian certain rights, such as having the ability to update your address on your behalf. This includes anyone named in the 'Authorised Adult Mandate.' When you open a Premier MySavings account or Premier MyAccount, you must sign a document called a 'third-party mandate' giving your parent/legal guardian certain rights. If you want to cancel these rights, we'll convert your account to a MyMoney account.

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

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

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

- MySavings
- Premier MySavings
- Premier Family Savings Account

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

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

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

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

## Executor Bank Account

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

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

## Basic Bank Account

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

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## 9.2 Savings accounts

Unless we say otherwise in the tables on the following pages, for all accounts there's a minimum opening amount of £1 and no maximum savings amount.

# HSBC Premier Savings

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

## Regular Saver

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

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

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

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

- six months after you opened the account
- when you close your account

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

After the first payment into the account, you must make 11 more payments on the same date each month by standing order from a qualifying current account. Each payment must be between £25 and £250.

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

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

**Interest:** We pay interest yearly, on each anniversary of the date you opened the account. We'll pay the Flexible Saver interest rate on any amount you pay in over the Maximum Monthly Amount. We'll also pay it if you close your account before the end of the term.

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

**If we close the account:** If we close your account early for any reason, we'll pay interest at the Regular Saver interest rate until the date we close it.

**At the end of the term:** We'll transfer your savings and interest to any Instant Access Savings account, Flexible Saver or HSBC Premier Savings account you have with us. If you have more than one of these accounts, we'll transfer your money to the one with the best interest rate. If you don't have one of these accounts, we'll convert your Regular Saver to a Flexible Saver or, if you're eligible, an HSBC Premier Savings account. Your savings and any interest will be available five working days after the term ends.

## Fixed Rate Saver

**Account conditions:** To open the Fixed Rate Saver Account, you must have an HSBC Channel Islands or Isle of Man current or savings account (in addition to a Regular Saver or Basic Bank Account).

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

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

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

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

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

**Taking your money out before the end of the term:** There's no cooling-off period when you open a Fixed Rate Saver Account for the first time. If you change your mind and ask for your money back after you've opened the Fixed Rate Saver Account, what happens will depend on how much money is in the account:

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

**Closing the account:** You can ask us to re-invest the money in your Account at the end of the fixed term. If you don't ask us to, we'll transfer your savings and any interest into the HSBC account you made the payment from when you first opened the Account. Please ask if you want us to send it to a different HSBC account. If you decide to re-invest the money in a new Fixed Rate Saver Account, there will be a cooling-off period of 14 days from the date you receive confirmation of your re-investment. During that time you may opt to remove the money and close the new Fixed Rate Saver Account without any charges.

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

## Online Bonus Saver

**Account conditions:** To open an Online Bonus Saver, you must: (a) be registered for Online Banking; and (b) have an HSBC Channel Islands or Isle of Man current or savings account that is not a Basic Bank Account. You may only have one Online Bonus Saver at any time in your sole name. You can only access your account through Online or Mobile Banking. If you need to contact us, you must use secure e-message. We'll contact you by post or secure e-message.

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

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

**Interest:** We pay the monthly standard rate on your balance. However, if you don't take money out, or don't close your account, in any month, we'll pay the monthly bonus rate for that month. We'll pay interest into your Online Bonus Saver account. You can ask us to pay interest into another account, but this counts as taking money out of your account. You'll lose the bonus rate for that month if you do.

## Future Saver for Children

**Account conditions:** This is an instant access savings account that can be opened by parents, guardians or other relatives and friends for a child under the age of 18.

The name of the child will be used to identify the account but the account is actually opened in the name of the adult and only that adult can access the account.

The child, or anyone acting on their behalf, has no rights to the money held in the account. This means that if the account holder dies, the money is not ring-fenced for the child. Please think about whether you want your will to determine what happens to the money in these circumstances.

When the child reaches 18, the account will be closed and the money will be transferred to your current account with us (if you have one) or any other account you request during account closure.

**Making payments:** You can't send money outside the Channel Islands and Isle of Man from the account.

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# 10. Account-specific terms

## HSBC Expat

### 10.1 Eligibility for HSBC Expat

You can't have an HSBC Expat account (including some specific products and features such as Global Money) if the laws and regulations that apply to you or in the place you live don't allow it. If your citizenship or residency changes you must tell us. The products and services we offer may change and we may not always be able to offer all products and services to you.

To have an HSBC Expat account you need to meet our eligibility criteria, which can be found in the Tariff of Charges on our website. Our eligibility criteria may change.

You must always maintain a minimum relationship balance ("Relationship Balance") with us, except:

- for the first 3 full calendar months after your HSBC Expat account is opened
- if you hold an active HSBC Premier relationship with any part of the HSBC Group that meets the eligibility requirements for HSBC Premier in the country where it is held (for avoidance of doubt, this option is not available to Advance customers)
- if you are a Premier customer and have an annual sole salary that meets our salary criteria as detailed in the Tariff of Charges on our website. Note: For joint accounts, only one of you needs to meet the salary criteria

If you don't maintain the Relationship Balance with us when required, we may charge you an underfunding fee ("Underfunding Fee"). Details of the minimum Relationship Balance and Underfunding Fee can be found in the Tariff of Charges on our website and these amounts may change.

The Underfunding Fee is charged on each HSBC Expat account for each calendar month that you don't meet the eligibility criteria. It is your responsibility to ensure that you maintain the Relationship Balance in your accounts. If you are charged the Underfunding Fee you authorise us to deduct this from one or more of your HSBC accounts. We usually apply the Underfunding Fee in the calendar month following a month when you don't hold the minimum Relationship Balance.

We calculate your Relationship Balance as:

- the total average daily credit balance of all your HSBC Expat accounts and HSBC Expat investments, calculated at the end of each calendar month
- if you have one or more HSBC Expat accounts in your name, we look at all of your HSBC Expat accounts to make the calculation
- if you have one or more joint HSBC Expat accounts, we include those joint accounts in our calculations

This means that if you have both joint accounts and sole accounts with us, you may be eligible for a different service for your sole accounts compared with your joint accounts. This may affect the fees and charges that you pay and the services and benefits that are available to you.

### 10.2 Global Money

As part of the HSBC Expat service, you have access to Global Money, a mobile only account with up to 19 currencies and a digital debit card that you can activate on your Mobile Banking app. Use of this service is subject to additional terms and conditions, which you can find on our website or ask us for a copy.

## 10.3 Product-specific terms

Additional terms apply to the following products:

### **Bonus Saver Account**

The Bonus Saver Accounts are only available if you are registered for the Online Banking Service. The account may only be opened in your name.

The account is available in various currencies. Not all currencies are available at all times. You are required to keep a minimum balance in cleared funds of GBP5,000, USD5,000 or EUR5,000 for each of these currencies, or the equivalent of GBP5,000 for all other currencies, in order to earn interest in the relevant currency.

You may pay into and withdraw from your Bonus Saver Account at any time.

You may only make payments into or out of your Bonus Saver Account from your HSBC Expat accounts and you can't set up Direct Debits or standing orders.

If you maintain the minimum balance, you will be paid the standard Bonus Saver Account rate of interest each month.

For each qualifying period that you maintain the minimum balance and make no withdrawals, you will be paid the additional Bonus Interest.

The qualifying period is:

- for the Online Bonus Saver account, each full calendar month you maintain the minimum balance
- for the Quarterly Bonus Saver account, each three full consecutive calendar months you maintain the balance

If you maintain the minimum balance in the first month of opening your Bonus Saver account, we'll count that first part month only as a full calendar month for determining your qualifying period.

All interest paid on the Bonus Saver Account is calculated daily and paid on the first working day in the calendar month after you qualify to receive it.

Our Bonus Saver interest rates are published on our website [expat.hsbc.com](http://expat.hsbc.com) under the section Savings accounts.

### **Fixed Term Deposit Account (FTDA)**

FTDAs are available in various currencies from time to time including sterling, US dollar, euro, Australian dollar, Canadian dollar, Hong Kong dollar, Swiss francs and Japanese yen.

Not all currencies are available at all times and other currencies may be available upon request. Minimum and maximum deposit amounts may apply. You can only deposit one amount of money into a FTDA for a fixed term agreed by us. You can't pay additional amounts to your FTDA after it has opened.

The interest rate you will receive is fixed for the agreed term. Interest may be positive or negative and will be calculated daily on the cleared balance.

For an FTDA longer than 12 months, interest is paid:

- annually to your HSBC Expat account
- at the end of the fixed term

For an FTDA of 12 months or less, interest is paid upon maturity into your FTDA, and unless you advise us not to, we'll automatically renew the FTDA for the same term (or one as similar as possible) as that which expired at the prevailing rate of interest we offer for that term.

To prevent automatic renewal, you need to contact us before midday the working day before maturity for a sterling FTDA and 2 working days before maturity for currency FTDA.

When an FTDA expires or you close it, we'll pay your current balance into your HSBC Expat account.

You may ask us to allow you to withdraw the entire deposit before the end of the agreed term and close your FTDA. Partial withdrawals are not allowed.

You will cease to earn any interest from the date of your request to withdraw and we'll deduct a fixed fee as outlined in our Tariff of Charges. You may also be charged a further fee reflecting any extra cost we incur in funding the withdrawal and repayment to you. This will depend on the current balance, the unexpired term and current market rates for deposits. We'll provide you with a statement at the start and end of the term of your FTDA.



## Renminbi Currency Savings Account and Fixed Term Deposit Account

Your renminbi Currency Savings Account (“renminbi CSA”) or renminbi Fixed Term Deposit Account (“renminbi FTDA”) will be held in the “Offshore currency CNY”. The renminbi is the official currency of the People’s Republic of China.

There are two markets for renminbi called “Onshore” and “Offshore”. The Onshore currency can be remitted into mainland China and Macau whilst the Offshore currency can’t.

Making payments or transfers from a renminbi CSA or a renminbi FTDA into mainland China and Macau is not permitted.

You can make payments from a renminbi CSA or a renminbi FTDA using the Global Transfers facility in our Online Banking Service, our Telephone Banking Service or by written instruction.

Deposits into a renminbi CSA or FTDA from either another HSBC account or an account at another bank are made by inward electronic payment only and we don’t accept cash or cheque deposits. Withdrawals from your renminbi account are made by outward electronic payment only we don’t allow cash withdrawals.

HSBC Expat doesn’t have a set limit for the value of overseas electronic payments of renminbi. However, other banks may restrict amounts they will send or receive and it is your responsibility to check if this will affect any money you wish to send or receive.

We may reject or refuse any or part of any inward payment or outward payment, or reverse any or part of any inward payment, outward payment or transaction if:

- we are of the view that such inward payment, outward payment or transaction is in violation of any applicable rules or these Terms
- a correspondent bank or the beneficiary bank should at any time reject or return such outward payment, on any ground (whether or not disputed)

You will be responsible for payment of all costs, expenses, fees and taxes in relation to holding or transacting in renminbi. We won’t be liable to you for any losses, including exchange rate losses, damages arising from you holding or transacting in renminbi.

### Foreign exchange transactions in renminbi currency

Exchange rates and interest rates quoted by HSBC Expat are based on renminbi CNY Offshore market pricing.

You should be aware of the potential risks of banking in a currency that is not your usual currency.

Fluctuations in exchange rates may also impact adversely when converting currencies to and from renminbi. For example, due to foreign exchange fluctuations, the actual sterling equivalent of a renminbi deposit could be smaller than the original amount deposited in sterling (i.e. there is a risk of loss of principal on a sterling basis). Please also remember that past performance of a currency is not necessarily an indication of its future performance.

# 11. Account-specific terms

## HSBC Private Banking (C.I.)

### 11.1 Responsibility for borrowing – persons other than individuals

<b>Sole trader</b>	You are personally responsible for any money your business owes us.
<b>Partnership, personal representatives and trustees</b>	As well as the account holders being jointly and severally liable for money owed to us, each current and former partner, personal representative or trustee is jointly and severally liable even if they are no longer a partner, personal representative or trustee unless we agree otherwise. We can demand repayment from all or any of the account holders.
<b>Company, club, society, association and charity</b>	The signatories may be liable for money owed to us and should take separate advice.

### 11.2 Insurance

We won't insure any property we hold for you. You will need to put appropriate insurance in place if you need it.

### 11.3 Derivatives

You may ask us to carry out derivative transactions on your behalf. Extra terms, conditions and risk warnings will apply in addition to these terms, and we'll provide you with a copy on request or when you first apply. We'll also ask you to complete a risk warning document to show you understand the risks of these products.

### 11.4 Foreign Exchange

You may ask us to carry out foreign exchange transactions on your behalf. Extra terms, conditions and risk warnings will apply in addition to these terms, and we'll provide you with a copy on request or when you first apply.

When we carry out foreign exchange transactions, we do this on a "spot value" basis on the day we receive your instructions at our buying or selling rate at that time. We don't promise to complete transactions at the highest or lowest exchange rate of the day, or to confirm the dealing exchange rate to you before we complete the transaction.

"Spot value" is for settlement of the transaction two Business Days after the dealing date.

### 11.5 Bearer Shares

#### **What we mean by "issued bearer share companies" and "bearer share capable companies"**

- An issued bearer share company is a company that has issued bearer shares, i.e. shares in relation to which the legal title is evidenced and transferred solely by possession of the share certificate. Because there is no central register of title, we might not be able to identify everyone who owns shares in the company.
- A bearer share capable company is a company that can issue bearer shares but doesn't have any bearer shares issued and outstanding.

We no longer open accounts for “issued bearer share companies” or “bearer share capable companies”.

If you are an issued bearer share company or a bearer share capable company and for historical reasons you have one or more accounts with us:

- you must make sure all issued bearer shares are held at a location we approve, and by a custodian we approve. We'll tell you which locations and custodians are approved
- you mustn't issue any bearer shares (or any further bearer shares) and we'll ask you to confirm this regularly
- you must tell us straightaway if your ownership changes, or if you issue any bearer shares. You must provide us with any information we may reasonably require, unless you can't do so because of applicable laws and regulations

If you don't comply with this clause we may have to block your account and/or place restrictions on transactions you want to make.

## 11.6 Introduction Fees


If you have been introduced to us by a third party (including any other member of the HSBC Group), we may pay a fee or give some other benefit to the person who introduced you, if we are allowed to by the laws and regulations that apply to us.


In addition, where we pass your transactions or introduce you to a third party (including any other member of the HSBC Group) we may receive a fee or some other benefit.

We'll tell you about any fee or other benefit received or paid by us if we are required to do so or if you ask us. If we or any other member of the HSBC Group receive or pay a fee like this, we won't pass that fee on to you.

## 11.7 Additional terms relating to trusts

This section only applies if you tell us that your account (the “Trust Account”) is held subject to the terms of an express trust (the “Trust”) of which you act as trustee (in this capacity the “Trustee”). These terms do not apply where we act as the trustee of the Trust (separate terms will apply in these circumstances).

 You must tell us as soon as possible of any changes which need to be made to the Trust Account (such as changes to the account holders etc.). If you cease to be an account holder of the Trust Account for any reason, unless you tell us otherwise in advance and we agree, we may assume any surviving or continuing account holder has the power to act on behalf of the Trust and to operate the Trust Account. We'll not be responsible for any losses which are incurred due to your failure to inform us about changes to the Trust Account.

 We won't be bound by or required to check the terms of any trust instrument or other documentation relating to the Trust (together the “Trust Documents”) even if we have been provided with a copy of the Trust Documents. We'll assume that any instructions we receive from you regarding the Trust Account are properly given in accordance with the Trust Documents, without the need for any further investigation.

 Our agreement with you regarding the Trust Account is made solely in your capacity as Trustee.

We agree that your liabilities to us in respect of the Trust Account (“Your Liabilities”) are limited to the value of the assets of the Trust held by you in your capacity as Trustee. However, neither the limitation in this clause nor, to the maximum extent possible, any applicable limited recourse legislation will apply if you fail to take all reasonable steps to ensure that assets of sufficient value are maintained at all times within the Trust to meet Your Liabilities.

### **What we mean by “applicable limited recourse legislation”**

Section 42 of the Trusts (Guernsey) Law 2007 or any other provisions of similar effect in any law in any place that are applicable to the Trust.

## 11.8 Fixed deposits

These additional terms apply to fixed deposits with HSBC Private Banking (C.I.):

<b>Limitations</b>	<p>Fixed deposits can only be made:</p> <ul style="list-style-type: none"><li>• for periods that we allow</li><li>• in a single currency we approve</li><li>• for at least any minimum amount specified by us for a deposit in the relevant currency</li><li>• by debit from your current account</li></ul>
<b>Interest</b>	<p>Interest is only paid on the maturity of a fixed deposit. We'll tell you the rate of interest in the contract advice we provide in relation to the fixed deposit.</p>
<b>Maturity</b>	<p>On the maturity date, we'll pay the amount of the deposit together with interest to your current account or (if you ask and we agree) any other account with us.</p>
<b>Renewals / reinvestments</b>	<p>If you want to reinvest the amount of the fixed deposit and accrued interest into another fixed deposit:</p> <ul style="list-style-type: none"><li>• for sterling accounts, we require your instructions before 10am Guernsey time on the maturity date or by any other time that we may advise separately</li><li>• for accounts in currencies other than sterling, we require your instructions two Business Days before the maturity date or by any other time that we may advise separately</li></ul> <p>We'll send you a contract advice in respect of any renewed deposit.</p>
<b>Early withdrawal</b>	<p>You may only withdraw a deposit during the deposit period if we agree. If we let you withdraw all or part of a fixed deposit during the deposit period, we'll charge you a fee and an interest adjustment amount, which will be calculated in accordance with the Schedule of Charges. We'll take these from your current account.</p>
<b>Set-off</b>	<p>Our rights of set-off are described in our Personal Banking and Private Banking Terms and Conditions.</p> <p>In connection with those rights, we can:</p> <ul style="list-style-type: none"><li>• bring any fixed deposit period to an end early</li><li>• adjust any interest payable</li><li>• convert one currency to another at our then prevailing rate of exchange for that currency</li></ul> <p>We won't be liable for any losses caused by these actions.</p>
<b>Early termination</b>	<p>We may at any time and for any reason terminate a fixed deposit contract on or prior to the maturity date. Where possible, we'll give you reasonable advance notice of our intention to terminate any fixed deposit contract unless we are prevented from doing so by any applicable law or regulation.</p>

### Issued by HSBC Bank plc

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# Privacy Notice

## Before we begin

This notice (Privacy Notice) applies to personal information held by members of the HSBC Group as data controllers, as described below. It explains what information we collect about you, how we'll use that information, who we'll share it with and in what circumstances. It also explains what steps we'll take to make sure the information stays private and secure. We may need to retain your information even after we cease providing relevant banking, insurance or other products to you either to provide other products and services you continue to use or because we will retain your information in accordance with our retention policy. In those circumstances this Privacy Notice will continue to apply. It should also be read alongside the banking or insurance terms and conditions which apply to your products and services, as these include sections relating to the use and disclosure of information.

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## When does this Privacy Notice apply?

This Privacy Notice applies to you if you are a 'Customer', that is, you apply for, are now, or have in the past applied for or been our customer in relation to any of our personal products or services including savings, loans, credit cards, mortgages, investments or insurance. It will also apply to you if your personal data is or has been provided to us in relation to a Customer. This may be the case if you are or were an authorised signatory on a Customer account, you undertake banking or deals on behalf of a Customer (for example you are a trustee, executor or are an attorney under a Power of Attorney) or are an authorised signatory of those parties (Related Parties). In this Privacy Notice we have referred to both Customers and Related Parties as 'You' or 'Your'. If there is a difference between how we treat Customers and Related Parties we have made this clear.

If you are an insurance customer, it also means you, named insurers or beneficiaries under your policy, dependants, claimants and other third parties involved in an insurance policy or claim (such as witnesses).

As well as this Privacy Notice, where you are a Customer, there is certain information about how we use information provided to us in your terms and conditions. Please note that the type of information we collect and the purposes for which we process it will differ depending on whether you are a Customer or Related Party.

If you apply for certain other products and services, you may be provided with a separate or supplemental privacy notice. If you also have a relationship with other parts of the HSBC Group (e.g. HSBC business banking, first direct, M&S Bank or HSBC in any other countries), they'll provide you with information separately where required. Some of the links on our websites lead to other HSBC or non-HSBC websites with their own privacy notices, which may be different from this notice. You'll need to make sure you're happy with their privacy notices when using those other sites.

When we say 'we', we mean HSBC Group companies which act as a data controller in respect of your personal data. Unless otherwise stated below, the data controller for the purposes of this notice will be HSBC Bank plc, a company incorporated in England and Wales, and operating in the Channel Islands and Isle of Man through locally regulated branches. HSBC Bank plc's registered office is at 8 Canada Square, London E14 5HQ, United Kingdom.

The address for HSBC Bank plc (Jersey Branch) set out in this notice is HSBC House, Esplanade, St Helier, Jersey JE1 1HS, Channel Islands; for HSBC Bank plc (Guernsey Branch) it is Arnold House, St Julian's Avenue, St Peter Port, Guernsey GY1 3NF, Channel Islands; and for HSBC Bank plc (Isle of Man Branch) it is HSBC House, Ridgeway St, Douglas IM1 2SG, Isle of Man. If you'd like to get in touch with us, you can also find contact details in the ['More details about your information'](#) section below.

# Your rights

You have a number of rights in relation to the information that we hold about you. These rights include:

- the right to access information we hold about you and to obtain information about how we process it
- where processing is based on your consent, the right to withdraw your consent to our processing of your information, which you can do at any time. We may continue to process your information if we have another lawful reason for doing so. If we do not and we have to stop processing certain of your information this may mean that we can no longer provide some services to you. We will explain this to you at the time of receiving any such request
- in some circumstances, the right to receive certain information you have provided to us in an electronic format and/or request that we transmit it to a third party
- the right to request that we rectify your information if it's inaccurate or incomplete
- in some circumstances, the right to request that we erase your information. We may continue to retain your information if we're entitled or required to retain it
- the right to object to, and to request that we restrict, our processing of your information in some circumstances. Again, there may be situations where you object to, or ask us to restrict, our processing of your information, but we're entitled to continue processing your information and/or to refuse that request

You can exercise your rights by contacting us using the details set out in the '[More details about your information](#)' section below. You also have a right to complain to the data protection regulator in the country where you live or work. For the Channel Islands and Isle of Man, these are:

- the Office of the Information Commissioner in Jersey by visiting [oicjersey.org](http://oicjersey.org)
- the Office of the Data Protection Commissioner in Guernsey, by visiting [odpa.gg](http://odpa.gg)
- the Information Commissioner in the Isle of Man by visiting [inforights.im](http://inforights.im)

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## How do we collect your personal information?

We collect information from various sources. In particular we:

- collect information from you through your dealings with us (for example when you visit our websites or mobile channels, complete application forms or answer questions online or in branch, speak with us in person or on the phone about any of our products or services)
- collect or generate information about you (for example when we meet or speak with you or, in certain circumstances, with the use of technology, for example through the use of cookies on our websites, when mobile services or ATMs identify your location or by applying technology to assist us in identifying transactions that are usual or unusual for your accounts)
- collect information from other sources (parties you have asked us to contact e.g. your financial advisor, broker or mortgage intermediary, other HSBC companies, for insurance customers, the insurance company which provides the insurance policies, checks or searches of publicly available information, and information services which allows us to undertake checks to help combat fraud, money laundering and other criminal offences)
- if you are a Related Party we will also collect information about you from the Customer you are related to

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## What information we collect

We will collect, store or use personal information of the following types from you:

- personal details such as name, previous names, title, details of your gender, date and place of birth and your marital status and dependents
- contact details, e.g. address, email address, landline and mobile numbers
- information concerning your identity (such as passports or other photo identification documents), nationality, tax status information and relevant tax identification numbers
- information about you that you give us by filling in forms or by communicating with us, whether face-to-face, by phone, email, online or otherwise

- our records of interactions with you, such as your responses to questions we ask you face-to-face or on the phone, records of the advice we have given you and correspondence with you or that concerns you including email, live chat, instant messages and social media communications
- user login and subscription data, e.g. login credentials for phone and online banking and mobile banking apps and information we use to identify and authenticate you, e.g. your signature and your biometric information, such as your voice for voice ID purposes
- your financial information and information about your relationship with us, the products and services you hold with us, the channels you use and your ways of interacting with us, your ability to get and manage your credit, your payment history, transactions records, market trades, payments into your account, including salary details, and information concerning complaints and disputes
- information in cookies and similar technologies which we use to recognise you, remember your preferences and tailor the content we provide to you. (Our cookie policy contains more details about how we use cookies and can be found at [ciiom.hsbc.com/cookie-policy](https://ciiom.hsbc.com/cookie-policy))
- details of the services you receive and your preferences and information and opinions expressed when participating in market research
- geographic information, e.g. about which branches or ATMs you use
- risk rating information, e.g. credit risk rating, transactional behaviour and underwriting information
- investigations data, e.g. due diligence checks, sanctions and anti-money laundering checks, external intelligence reports, content and metadata related to relevant exchanges of information between and among individuals, organisations, including emails, voicemail, live chat
- information that we need to support our regulatory obligations, e.g. information about transaction details, detection of any suspicious and unusual activity and information about parties connected to you or these activities and relevant due diligence checks, sanctions and anti-money laundering checks
- information from third party providers, e.g. information that helps us to combat fraud or that relates to your social interactions (including your communications via social media, between individuals, organisations, prospects and other stakeholders acquired from companies that collect combined information)
- information you've asked us to collect for you, e.g. information about your accounts or holdings with other companies, including transaction information
- in relation to Related Parties, details of when you become authorised or cease to be authorised in respect of the Customer's account and details of your relationship to the Customer

If you are an insurance customer will we also collect the following data:

- information regarding your family members or other third parties who might be covered by or benefit from your insurance policy or be financially dependent on you
- information which is relevant to your insurance policy, including details of previous policies and claims history. This will depend on the type of policy that you have with us
- lifestyle information. For example, if you apply for a life insurance policy, we may ask for details such as your status as a smoker and alcohol consumption
- details about your physical or mental health which are relevant to your insurance policy or claim. For example, if you make a claim, we may ask for medical information which relates to your claim
- details about your criminal convictions or related information. This will include information relating to alleged offences; and
- any other information which is relevant to a claim that you make
- Information relating to your insurance application where you apply for a policy via a comparison website or aggregator
- Information from other parties involved in your insurance policy or claim

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## How we'll use your information

You are entitled to know the grounds on which we are processing your personal information. We have set out in the appendix a detailed list of how we use your personal information and our basis for doing so. This also explains when we rely on legitimate interests for using your personal information and what those legitimate interests are. We will only use your personal information where we have your consent or where we need:

- to use your information for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests



- to decide whether offer to you a product or service you have asked us to provide or to carry out an agreement we have with you
- to comply with a legal obligation
- your information in the public interest, e.g. for the purpose of preventing or detecting crime
- to establish, exercise or defend our legal rights; or
- if you are an insurance customer or a Related Person to an insurance customers, for insurance purposes or occasionally, we may need to use it where we need to protect your vital interests (or another person's vital interests)

In limited circumstances, we may ask you for your written consent to allow us to process certain information. If we do, we will provide you with full details of the information that we would like and the reason we need it, so that you can choose whether you wish to consent. You do not have to consent. It is not a condition of any contract with us that you agree to any request for consent from us.

### **How we make decisions about you**

We may use automated systems to help us make decisions, e.g. when you apply for products and services, to make credit decisions and to carry out fraud and money laundering checks. We may use technology that helps us identify the level of risk involved in customer or account activity, e.g. for credit, fraud or financial crime reasons, or to identify if someone else is using your card without your permission.

If you are an insurance customer, we may use automated decisions to determine whether or not we can offer you insurance and at what price. We may base our decision on factors such as health, lifestyle and occupational information, as well as the level of cover being requested.

You may have a right to certain information about how we make these decisions. You may also have a right to request human intervention and to challenge the decision. More details can be found in the [‘Your rights’](#) section.

### **Tracking or recording what you say or do**

To help keep you and your money safe, we will generally record details of your interactions with us. We generally record and keep track of conversations you have with us, including phone calls, face-to-face meetings, letters, emails, live chats, video chats and any other kinds of communication. We may use these recordings to check your instructions to us, assess, analyse and improve our service, train our people, manage risk or to prevent and detect fraud and other crimes. We may also capture additional information about these interactions, e.g. telephone numbers that you call us from and information about the devices or software that you use. We use closed circuit television (CCTV) in and around our sites and these may collect photos or videos of you, or record your voice.

### **Compliance with laws and regulatory compliance obligations**

We’ll use your information to meet our compliance obligations, to comply with other laws and regulations, and to share with regulators and other authorities that HSBC Group companies are subject to. This may include using it to help detect or prevent crime (including terrorism financing, money laundering and other financial crimes). We’ll only do this on the basis that it’s needed to comply with a legal obligation, it’s in our legitimate interests and that of others, or to prevent or detect unlawful acts.

### **Marketing and market research**

We may use your information to provide you with details about HSBC products and services, and also products and services from our partners and other relevant third parties. We may send you marketing messages by post, email, telephone, text or secure messages. You can change your mind on how you receive marketing messages or choose to stop receiving them at any time. To make that change, please contact us in the usual way.

If you ask us not to send you marketing, it may take us a short period of time to update our systems and records to reflect your request, during which time you may continue to receive marketing messages. Even if you tell us not to send you marketing messages, we’ll continue to use your contact details to provide you with important information, such as changes to your terms and conditions or if we need to tell you something to comply with our regulatory obligations.

We may use your information for market research and to identify trends. Market research agencies acting on our behalf may get in touch with you by post, telephone, email or other methods of communication to invite you to take part in research. We won’t invite you to take part in research using a communication method if you’ve asked us not to get in touch that way. Any responses that you provide while participating in market research will be reported back to us anonymously, unless you give us permission for your details to be shared.

# Who we might share your information with

We may share your information with others where lawful to do so, including where we or they:

- need to in order to provide you with products or services you've requested, e.g. fulfilling a payment request
- need to in order to provide you with your insurance policy or to administer your claim
- have a public or legal duty to do so, e.g. to assist with detecting and preventing fraud, tax evasion and financial crime
- need to in connection with regulatory reporting, litigation or asserting or defending legal rights and interests
- have a legitimate business reason for doing so, e.g. to manage risk, verify your identity, enable another company to provide you with services you've requested, or assess your suitability for products and services
- have asked you for your permission to share it, and you've agreed

The information that we share will depend on the purpose for which we share it.

The third parties we may share your information with are:

- other HSBC group companies and any sub-contractors, agents or service providers who work for us or provide services to us or other HSBC Group companies (including their employees, sub-contractors, service providers, directors and officers)
- any trustees, beneficiaries, administrators or executors
- people who give guarantees or other security for any amounts you owe us
- people you make payments to and receive payments from
- intermediaries or any other person you have authorised us to share your information with or to take instructions from such as Related Parties or any joint account holders or joint customer or your advisers (such as solicitors, accountants or financial advisers)
- any party to an agreement or transaction you, or people you have authorised, instruct us to undertake. This would include payment recipients in respect of bank transfers, the company or investment vehicle we make an investment in for you or the insurer who provides the insurance policy we take out for you
- any parties we are authorised to make transfers of information to under a contract or agreement we have with you, or, where you are a Related Party, a contract we have with the Customer that you are a Related Party for. This may include fund managers, investment managers or advisers or asset managers where we advise on or manage investments, or asset managers, guarantors or other security or joint obligors where you or the Customer to whom you are related has a loan with us
- any parties who reasonably need information to conclude those agreements or transactions we are instructed to undertake or we undertake in accordance with our contracts or agreements with you or the Customer you are related to. This would include any banks, card processing or payment processors, correspondent and agent banks in relation to any bank payments or transfers, any clearing houses, clearing or settlement systems, fund managers, investments managers, administrators or registrars involved in approving or confirming any investment we make on your behalf
- if our relationship arises out of an insurance policy or claim, insurers, intermediaries and administrators in respect of the policy, parties who are involved in assessing or processing any claim under the policy such as loss adjusters, claims handlers, private investigators, experts and our advisers and, where relevant, medical experts and rehabilitation providers
- other financial institutions, lenders and holders of security over any property you charge to us, tax authorities, trade associations, credit reference agencies, payment service providers and debt recovery agents
- any fund managers who provide asset management services to you and any brokers who introduce you to us or deal with us for you
- any entity that has an interest in the products or services that we provide to you, including if they take on the risk related to them
- to the credit references agencies and fraud prevention agencies as set out in this privacy notice and to law enforcement, government, courts, dispute resolution bodies, parties to relevant disputes, tax authorities, our regulators, auditors and any party appointed or requested by our regulators to carry out investigations or audits of our activities
- any people or companies where required in connection with potential or actual corporate restructuring, merger, acquisition or takeover, including any transfer or potential transfer of any of our rights or duties under our agreement with you
- law enforcement, government, courts, dispute resolution bodies, our regulators, auditors and any party appointed or requested by our regulators to carry out investigations or audits of our activities
- other parties involved in any disputes, including disputed transactions
- fraud prevention agencies who'll also use it to detect and prevent fraud and other financial crime and to verify your identity

- anyone who provides instructions or operates any of your accounts, products or services on your behalf, e.g. Power of Attorney, solicitors, intermediaries, etc
- anybody else that we've been instructed to share your information with by either you, a joint account holder or anybody else who provides instructions or operates any of your accounts on your behalf
- our card processing supplier(s) to carry out credit, fraud and risk checks, process your payments, issue and manage your card
- if our relationship arises out of an insurance policy or claim, we will also share your information with:
  - other parties involved in providing your insurance policy, such as the intermediary or the insurer who provides your policy
  - third parties involved in the administration of the relevant insurance policy or claim, including loss adjusters, claims handlers, private investigators, experts and our advisers; and
  - (where relevant) medical experts and rehabilitation providers

### **Sharing aggregated or anonymised information**

We may share aggregated or anonymised information, within and outside of the HSBC Group, with partners such as research groups, universities or advertisers. You won't be able to be identified from this information, e.g. we may share information about general spending trends in the Channel Islands and Isle of Man to assist in research.

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## How long we'll keep your information

We keep your information in line with our data retention policy. For example, we'll normally keep your core banking data for a period of ten years from the end of our relationship with you. This enables us to comply with legal and regulatory requirements or use it where we need to for our legitimate purposes, such as managing your account and dealing with any disputes or concerns that may arise.

We may need to retain your information for a longer period, where we need the information to comply with regulatory or legal requirements or where we may need it for our legitimate purposes, e.g. to help us respond to queries or complaints, fighting fraud and financial crime, responding to requests from regulators, etc.

If we don't need to retain information for this period of time, we may destroy, delete or anonymise it more promptly.

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## Transferring your information overseas

Your information may be transferred to and stored in locations outside of the Channel Islands, Isle of Man and the European Economic Area (EEA), including countries that may not have the same level of protection for personal information as CIOM and the EEA do. When we do this, we'll ensure it has an appropriate level of protection (such as by use of standardised clauses authorised under law) and that the transfer is lawful. We may need to transfer your information in this way to carry out our contract with you, to fulfil a legal obligation, to protect the public interest and/or for our legitimate interests. In some countries the law might compel us to share certain information, e.g. with tax authorities. Even in these cases, we'll only share your information with people who have the right to see it.

You can obtain more details of the protection given to your information when it's transferred outside the Channel Islands, Isle of Man and the EEA by contacting us using the details in the ['More details about your information'](#) section below.

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## Credit Reference Checks, Fraud and Money Laundering

### **Credit Reference Checks**

If you apply for new products or services (including credit such as a mortgage, personal loan or credit card), we may perform credit and identity checks on you with one or more credit reference agencies (CRAs). When you use our banking services, we may also make periodic searches at CRAs to manage your account with us.

To do this, we'll supply your personal information to CRAs and they'll give us information about you. This will include information from your credit application and about your financial situation and financial history. CRAs will supply us with both public (including the electoral register) and shared credit information, financial situation, history and fraud prevention information.

We may use this information to:

- assess if we can offer you credit and whether you can afford to take the product you applied for
- verify the accuracy of the data you've provided to us
- prevent criminal activity, fraud and money laundering
- manage your account(s)
- trace and recover debts
- ensure any offers provided to you are appropriate to your circumstances

We'll continue to exchange information about you with CRAs while you have a relationship with us. We'll also inform the CRAs about your repayment history. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs.

When CRAs receive a search request from us, they'll place a search footprint on your credit file that may be seen by other lenders. If you apply for a bank account or credit (such as where you apply for a mortgage, loan or credit card), we'll get details of your credit history from a CRA (and share information about you with the CRA) and use this information to work out how much you can afford to borrow or pay back. We may also carry out further credit checks on you while you're a customer to maintain an accurate and up-to-date record of your credit history. We may use your information to verify the accuracy of the information you've provided to us, prevent criminal activity, fraud and money laundering, manage your account(s), trace and recover debts, and ensure any offers provided to you are appropriate to your circumstances.

If you're making a joint application, or tell us that you have a spouse or financial associate, we'll link your records together. You should discuss this with them, and share this information with them before submitting the application. CRAs will also link your records together and these links will remain on your and their files until you or your partner successfully files for a disassociation with the CRAs to break that link.

The identities of the CRAs, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail on their websites. They've created a joint document called the Credit Reference Agency Information Notice (CRAIN) which is accessible from each of the three CRAs – clicking on any of these three links will also take you to the same CRAIN document:

**Credit reference agencies:**

- Call Credit – [callcredit.co.uk/crain](http://callcredit.co.uk/crain)
- Equifax – [equifax.co.uk/crain](http://equifax.co.uk/crain)
- Experian – [experian.co.uk/crain](http://experian.co.uk/crain)

To comply with the law and for our own legitimate interest to enable us to assess and manage risk, we can share details about your financial situation and financial history with CRAs, fraud prevention agencies, etc. This includes information on any bank accounts or credit you have with us, including:

- how you manage your bank accounts or credit
- if you owe us money
- if we have concerns about financial crime
- if you haven't kept up with your payments or paid off what you owe us (unless there's a genuine dispute over how much you owe us), or if you've agreed and stuck to a repayment plan

**Fraud Prevention Agencies**

We'll carry out checks with fraud prevention agencies for the purposes of preventing fraud and money laundering, and to verify your identity before we provide products and services to you. These checks require us to process personal information about you.

The personal information you provide or which we've collected from you, or received from third parties, will be used to carry out these checks in order to prevent fraud and money laundering, and to verify your identity.

We'll process personal information, such as your name, address, date of birth, contact details, financial information, employment details, and device identifiers e.g. IP address.

We and fraud prevention agencies may also enable law enforcement agencies to access and use your personal data to detect, investigate and prevent crime.

We process your personal data on the basis that we have a legitimate interest in preventing fraud and money laundering and to verify your identity. This enables us to protect our business and to comply with laws that apply to us. This processing is also a contractual requirement of any of our products or services you use.

Fraud prevention agencies can hold your personal data for different periods of time. If they're concerned about a possible fraud or money laundering risk, your data can be held by them for up to six years.

### **Consequences of Processing**

If we, or a fraud prevention agency, have reason to believe there's a fraud or money laundering risk, we may refuse to provide the services and credit you've requested. We may also stop providing existing products and services to you. A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services to you. The information we hold about you could make it easier or harder for you to get credit in the future.

To find out more about credit and fraud checks including our fraud prevention agencies and how they manage your information, read our 'Guide to Credit Scoring, Credit Reference and Fraud Prevention Agencies' leaflet. You can get it from our website, in any of our branches or you can request a paper copy by contacting us in your preferred way. To find out about CIFAS' fraud databases and how CIFAS manage your information please visit [cifas.org.uk/fpn](https://cifas.org.uk/fpn).

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## What we need from you

You're responsible for making sure the information you give us is accurate and up to date, and you must tell us if anything changes as soon as possible. If you provide information for another person (for example, a joint account holder, a beneficiary under an insurance policy or a dependant), you'll need to direct them to this notice. If we need that person's consent, we will ask you to confirm that you have obtained such consent.

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## How we keep your information secure

We use a range of measures to keep your information safe and secure, which may include encryption and other forms of security. We require our staff and any third parties who carry out any work on our behalf to comply with appropriate compliance standards, including obligations to protect any information and applying appropriate measures for the use and transfer of information.

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## More details about your information

If you'd like further information on anything we've said in this Privacy Notice, or to contact our Data Protection Officer, contact us at HSBC House, Esplanade, St Helier, Jersey JE1 1HS, addressed 'for the attention of the DPO'.

This Privacy Notice may be updated from time to time and the most recent version can be found at [ciiom.hsbc.com/privacy](https://ciiom.hsbc.com/privacy).

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# Appendix – How we process your information

We'll use your information for purposes including:

- **assessing whether to provide you with new products or services:** checking the information you have provided, verifying if you meet any relevant criteria in respect of that product or service and where we are providing you with advice, determining if the product or service is suitable for you. We'll do this in order to allow us to consider whether to enter into an agreement with you
- **to deliver our products and services (including insurance):** administer your accounts, or process your transactions. We'll do this in order to perform our contract with you
- **banking operations support:** we'll use your information to enable the provision and function of our banking services in line with regulation, laws and customer rights and interests, e.g. complaints management and exit management. The lawful reasons for processing these are legitimate interest, legal obligation and in order to perform our contract with you
- **to prevent and detect crime, including e.g. fraud, terrorist financing and money laundering:** this will include monitoring, mitigation and risk management, carrying out customer due diligence, name screening, transaction screening and customer risk identification. It may include sharing your information with relevant agencies, law enforcement and other third parties where the law allows us to for the purpose of preventing or detecting crime. We'll do this to meet our legal obligations to prevent or detect crime, because it's in the public interest or in furthering our legitimate interest in managing risk in our business. We may be required to use your information to do this, even if you've asked us to stop using your information. That could include (among other things):
  - screening, intercepting and investigating any payments, instructions or communications you send or receive (including drawdown requests and application forms)
  - investigating who you're paying or who's paying you, e.g. checks on payments into and out of your account and other parties related to those payments
  - passing information to relevant agencies if we think you've given us false or inaccurate information, or we suspect criminal activity
  - combining the information we have about you with information from other HSBC companies to help us better understand any potential risk
  - checking whether the people or organisations you're paying or receiving payments from are who they say they are, and aren't subject to any sanctions
- **risk management:** we'll use your information to measure, detect and prevent the likelihood of financial, reputational, legal, compliance or customer risk. This includes credit risk, traded risk, operational risk and insurance risk (e.g. for underwriting or claims management purposes). We'll do this because we have a legitimate interest in ensuring that we carry out a proper risk assessment prior to providing credit, insurance or other finance
- **online Banking, Mobile Apps and other online product platforms:** we'll use your information to allow us to provide you with access to HSBC online platforms and mobile apps (e.g. the HSBC CIOM Mobile Banking App). The platform may allow you to directly or indirectly communicate with us through mobile apps, such as using Online Banking, or applying for products and services online. The lawful basis for processing your data for this purpose are to perform our contract with you or our legitimate interests in offering services to you online in order to enhance the efficiency of your banking experience and our relationship with you
- **product and service improvement:** we'll analyse your information to identify possible service and product improvements. Where we provide you with aggregated information services, we'll use your information to understand how you use these products, which may include your transactional information from other financial institutions, to help improve our products and services. The lawful basis for processing your information for this purpose is our legitimate interest in improving our products and services to best meet the needs of our customers and in developing and growing our business
- **data analytics for tailored services:** we'll analyse your information to identify relevant opportunities to promote products and services to existing or prospective customers. This may include reviewing historical customer transactional behaviour or comparison of customer activity. We do this to help us provide you with products and services we think will be of most relevance to you. The lawful basis for using your information in this way is our legitimate interest
- **marketing:** we'll use your information to provide you with information about HSBC products and services, and also products and services from our partners and other relevant third parties. The lawful basis for this is our legitimate interest in ensuring that you are appropriately informed of the products and services that we can offer to you. We may need your consent to communicate by certain channels and we'll always make sure we get this where we need to. You can change your mind on how you receive marketing messages or choose to stop receiving them at any time. To make that change, contact us in the usual way

- **protecting our legal rights:** we may need to use your information to protect our legal rights, e.g. in the case of defending or the protection of legal rights and interests (e.g. collecting money owed, enforcing or protecting our security or defending rights of intellectual property); court action; managing complaints or disputes; in the event of a restructuring of companies or other mergers or acquisition. This may be in connection with action taken against you or other persons, e.g. joint borrowers or persons who give a guarantee or other security for your obligations to us. We'd do this on the basis that it's in our legitimate interest
  - **resolving complaints:** we may need to use your information to investigate complaints you, a Related Party or a person authorised to provide instructions or receive information in relation to products or services we provide to you makes. We will do this to comply with our legal obligations and on basis of our legitimate interest in maintaining proper practice and efficiencies in meeting our legal and commercial obligations
  - **dealing with insurance products:** if our relationship arises out of an insurance policy or claim, we will also use your information to:
    - evaluate your insurance application and provide you with a quotation
    - handle or monitor any claims which you make or which arise under your insurance policy
    - where relevant, bring a claim against a third party; and
    - apply for and claim on our own insurance policies
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# Standards of Lending Practice



## Our lending commitments and what we ask of you

As a lender, we have a responsibility to act fairly and as part of this we have committed to follow the Standards of Lending Practice. This note sets out some of our key responsibilities and what we ask of you, to ensure that the relationship works well for both of us.

- We will lend responsibly and aim to provide a product that is affordable for you.
- We will provide you with information about our products and services and how they work, in a clear and understandable way, so that you can decide what's best for you and your needs.
- We will endeavour to make sure our products and services offer, wherever possible, the flexibility to meet your needs.
- We will treat you fairly and reasonably at all times and make sure that you are provided with a high level of service.
- If you tell us about any inaccuracies, for example around the personal information we hold about you, we will act quickly to put it right.
- We will always aim to help you if we see, or you tell us, that you are having trouble financially. We will seek to understand your overall circumstances, try and identify options that you can afford and where appropriate, provide a reference to free debt advice.

## What we ask of you

- We ask you to think carefully about whether you can afford to repay the money you want to borrow and to be open in your dealings with us.
- Take care of any cards, PINs, online log-in details and other security information to help prevent fraud and help us to protect your accounts.
- Tell us as soon as possible if your card has been lost or stolen, or if you know or suspect someone is misusing your confidential information e.g. your PIN or online log-in details.
- Carefully check your account statements to make sure they are accurate. If anything isn't right, please get in touch with us.

## Please let us know if

- Your contact details change, so we can keep our records up to date.
- Your circumstances change, particularly if what's happened is likely to cause you difficulties in managing your account or financial problems.
- You think that you won't be able to keep up with your repayments. The sooner you do this, the more likely it is we'll be able to find a way to help you.

We would also encourage you to refer to the terms and conditions associated with your current account, credit card or personal loan.





# Important notes

## General

All HSBC accounts and credit facilities are subject to status. Bank Account Pay Monthly, along with its related products and services, are subject to our [Personal Banking Terms and Conditions and Charges](#) and any Additional Conditions, in your welcome email.

For information about rates and charges which apply to Bank Account Pay Monthly, please see the '[Personal Banking Terms and Conditions and Charges](#)' section.

All the benefits described in this document are only available for Bank Account Pay Monthly. If you no longer hold this account, HSBC may withdraw any applicable benefits.

Fee-free or free in this document means free of any charges from HSBC Bank plc.

## Overdraft

We won't agree to payment requests that would take you over any arranged overdraft limit and your £50 buffer, other than in very limited circumstances where we are obliged to make a payment. This could mean that more payments are refused than you are used to and your credit rating could be affected. If you regularly make unarranged requests for overdrafts, this account may not be suitable for you. A full Individual Review, including analysis of income and expenditure and borrowing needs, will be undertaken at account opening to help you determine if the account is suitable for you and to make sure you understand how it works.

## Switching your account

If you no longer feel Bank Account Pay Monthly is suitable for your needs, you can switch to any of our other accounts whenever you like, subject to status. Just visit your local branch or call us to speak to a member of the team.

## About us

HSBC Bank plc is established at 8 Canada Square, London E14 5HQ which is its registered office.

HSBC Bank plc, registered in England and Wales number 14259. Registered office 8 Canada Square, London, E14 5HQ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. 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 and Investment Business. In the Isle of Man HSBC Bank plc is licensed by the Isle of Man Financial Services Authority.

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# Current Account Switch Guarantee



We have designed the Current Account Switch Service to let you switch your current account from one bank or building society to another in a simple, reliable and stress-free way. It will only take seven working days. As your new current-account provider we offer the following guarantee.

- The service is free to use and you can choose and agree your switch date with us.
- We will take care of moving all your payments going out (for example, your Direct Debits and standing orders) and those coming in (for example, your salary).
- If you have money in your old account, we will transfer it to your new account on your switch date.
- We will arrange for payments accidentally made to your old account to be automatically redirected to your new account. We will also contact the sender and give them your new account details.
- If there are any issues in making the switch, we will contact you before your switch date.
- If anything goes wrong with the switch, as soon as we are told, we will refund any interest (paid or lost) and charges made on either your old or new current accounts as a result of this failure.



## What happens to any debit card transactions that I have asked my old bank to stop?

The Current Account Switch Service should not interfere with this process and any debit card transactions that you have asked your bank to stop should remain so after your switch.

## Can I prevent my new account details being given to someone who sends one-off payments to my old account?

You may be able to transfer your payments to your new bank without redirecting payments from your old account, and you should discuss this requirement with your new bank.

**Please note that not all banks in the Channel Islands and Isle of Man participate in the Current Account Switch Service which may impact our ability to offer this service, ask in your branch for more details.**



# Accessibility

If you need any of this information in a different format, please let us know.

**This includes large print, braille, or audio.** You can speak to us using the live chat on our website, visiting one of our branches, or by giving us a call.

There are also lots of other options available to help you communicate with us. Some of these are provided by third parties who are responsible for the service. These include a Text Relay Service and a British Sign Language (BSL) Video Relay Service. To find out more please get in touch. You can also visit: [ciiom.hsbc.com/accessibility](https://ciiom.hsbc.com/accessibility) or: [ciiom.hsbc.com/help](https://ciiom.hsbc.com/help)

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