

HSBC InvestDirect Plus

Sharedealing and Investment
Terms and Conditions

These terms are effective for all InvestDirect Plus customers on and from 6 April 2017.

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Introduction

This document sets out the general terms and conditions which govern the HSBC InvestDirect Plus Service (the Service) we provide to you. It may be supplemented by other documents including:

- the Key Features Document and the Rates and Fees Page;
- our Online Banking Terms and Conditions;
- a Trading Reserve Facility Letter; and
- documents confirming any other additional items and conditions we introduce in accordance with the change provisions set out elsewhere in this document.

If an additional term or condition contradicts a term or condition in this document, the additional term or condition will prevail.

Together, all of the above documents make up the terms and conditions which set out the contractual relationship under which we provide the Service to you (the Terms).

Q and A format

To help you to better understand this document, we have set it out in a “Question and Answer” format. We hope this helps you find the relevant sections of the document you might be looking for. Where relevant we cross refer to specific sections and rows of sections in this document. However, please note that only the answers (and not the questions) form part of the Terms for legal purposes.

Glossary

Some of the words and phrases we use in this document have very specific meanings. In order to make these meanings clear we have set them out in a Glossary at the start of this document.

Eligibility criteria

To be eligible to access the Service you (and, in the case of joint account holders, both account holders) must:

- be a resident of the UK;
- hold an active and personal HSBC current account*; and
- be at least 18 years of age.

*Excludes the HSBC Basic Bank Account

However, even if you satisfy these criteria, we do not have to accept your application.

If you cease to satisfy these criteria and, in particular, if you move and become resident outside the UK, we may end the Service or place restrictions on your use of the Service.

Service restrictions

Please also note that you must not use the Service for:

- business purposes; or
- dealing in Investments on behalf of others.

How we will treat you

We will treat you as a retail client. If you are acting as agent for someone else, we will treat you alone as our client for the purposes of FCA Rules and you will be liable, as well as that person, for any transactions entered into when accessing the Service in that manner.

Glossary

Account Fee means the account fee as set out in the Rates and Fees Page which applies to each Investment Account (other than an Investment Account designated by us as a dormant Investment Account in accordance with Section 4 of Part F);

Associate(s) means any holding company of ours or a subsidiary of any such holding company as such terms are defined in Sections 1159 and 1260 of the Companies Act 2006 as amended or replaced from time to time;

Authority includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the HSBC Group;

Best Execution Disclosure Statement means the statement concerning our best execution duties which is set out in Annex C;

Best Possible Result means, on a consistent basis, taking into account a range of factors which include: price; cost; speed; likelihood of execution and settlement; size; nature; or any other consideration relevant to the execution of your orders to achieve the Best Possible Result. Price and execution costs will be paramount although other factors such as the type of order, the type of Investment and the choice of Execution Venue will also be considered where necessary;

BIC means a bank's SWIFT Bank Identifier Code;

Cash Account(s) means, as the context requires, any or all of your Sterling Cash Account and (if applicable) any or all of your Foreign Currency Cash Accounts;

Clearing System means CREST, DTC or any other market clearance facility, settlement system, centralised securities depository or similar facility, system or depository;

Connected Person means a natural person or legal entity (other than you) whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Service. A Connected Person may include, but is not limited to, any guarantor, a director or officer of a company, partners or members of a partnership, any Substantial Owner, Controlling Person, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, your representative, agent or nominee, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group;

Controlling Person means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control;

Corporate Action means a significant event that is relevant to an Investment in your Investment Account, for example, a rights issue, takeover or merger relevant to your Investment;

Credit Interest Rate means the rate of interest, if any, you will earn on money deposited into your Cash Account;

CTC means Consolidated Tax Certificate;

Customer Identification Number means the ten digit unique number to enable you to access the Service through Personal Internal Banking or by calling us;

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

Debit Interest Rate means the rate of debit interest we require you to pay for using a Trading Reserve as set out on the Rates and Fees Page if payable;

Debt Investment means an Investment available to you to deal in under the Service which has debt characteristics, for example, a UK government bond (gilts) or corporate bond;

EEA means all the countries in the European Union together with Iceland, Norway and Liechtenstein;

EEA Currency means the lawful currency of an EEA country;

Eligibility Criteria means the criteria set out in the Introduction section of this document which we require you to meet before we will provide the Service to you and which we expect you to continue to meet in order for us to continue providing the Service to you

Equity Investment means an Investment available to you to deal in under the Service which has equity characteristics, for example, a UK or Irish equity listed on the London Stock Exchange, a US Stock listed on the New York Stock Exchange or NASDAQ;

Euro means the lawful currency of those member states of the European Union who have adopted the currency known as “the euro” or such currency as maybe lawful in those member states, from time to time;

Facility Letter means the letter we give to you when we accept your request for a Trading Reserve and which sets out the additional terms and conditions that apply to your Trading Reserve, The Facility Letter forms part of the Terms;

Failed Trade means the event that takes place when we go into the market to buy an Investment for you but, because we can’t source the Investment in the market (for whatever reason), we are restricted to using our reasonable endeavours to obtain the Investment for you from other sources;

FCA means the Financial Conduct Authority;

FCA Rules means the rules and guidance contained within the FCA Handbook and any direction given by the FCA with which we must comply;

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

Foreign Currency Cash Account means a Cash Account denominated in Euro and/or US Dollars and/or such other foreign currency as we may let you open; Foreign Currency Instrument means an option, forward, swap, forward rate agreement or any other Derivative relating to currencies;

FSCS, Financial Services Compensation Scheme or the “**Scheme**” means the scheme established in the UK to protect the funds of investors and depositors should the financial institution they deal with get into financial difficulty and set out in the FCA Rules;

Fund Business Day means a day when banks are open for business in the place in which a Fund is based, or other day as may be specified by the Fund operator;

Fund Dealing Hours means the hours on a Fund Business Day during which banks are open for business in the place in which a Fund is based, or other interval of hours as may be specified by the Fund operator;

Fund Shares means units or shares in Funds;

Funds means the range of individual unit trusts, collective investment schemes,

OEIC(s) or REIT(s) offered by us from time to time;

General Terms and Conditions means the document entitled “General Terms and Conditions, Current Account Terms and Conditions, Savings Account Terms and Conditions” which set out the contractual terms and conditions upon which we provide your personal current account to you;

HSBC Global Banking and Markets means a division of HSBC Bank plc, carrying out the global markets business of HSBC Bank plc (or such other division of HSBC Bank plc as may supersede it from time to time);

HSBC Group means HSBC Holdings plc, its subsidiaries, affiliates and Associates from time to time;

HSBC Securities (US) Inc. means an associate company of HSBC Bank plc;

IBAN means a bank’s International Bank Account Number;

InvestDirect Service means the service, similar to the InvestDirect Plus Service that we offer but which does not include features such as the Trading Reserve and US Sharedealing, described in more detail in the Key Features Document;

Investment Account means the account in which your Investments will be held;

Investment Exchange means any exchange defined as a Recognised Investment Exchange in the FCA Rules;

Investments means the Equity Investments, the Debt Investments and the Fund Shares that we allow you to buy and sell using the Service;

Key Features Document means the document entitled “Key Features of HSBC InvestDirect and HSBC InvestDirect Plus: important information you need to read” which is available on our website;

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

Limit Order means an order to buy or sell a specified Investment at a fixed price or better;

Market Data means all securities prices, quotations, news (both financial and nonfinancial) company information and other information and facilities provided through Online Banking or by calling us;

Market Data Provider means various third party sources, who provide Market Data available through Online Banking, including the New York Stock Exchange, Inc., Deutsche Borse, NASDAQ Stock Market, Inc., Dow Jones & Company, Inc, London Stock Exchange, FTSE International Limited, Nikkei, other exchanges and agents, third party Market Data Providers and members of the HSBC Group;

Multilateral Trading Facility means a computer system through which multiple parties can buy and sell certain types of Investments;

OEIC(s) means Open-Ended Investment Company;

Personal Data means any information relating to an individual from which they can be identified;

Online Banking Terms and Conditions means the terms and conditions which govern the Online Banking service we provide to you and which terms we made available to you when you opened your current account with us;

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

Quoted Market Size means the number of shares a market maker will deal in at their advised prices;

Rates and Fees Page means the document(s) described as such and made available to you with this document when you apply for the Service, as amended and notified to you from time to time. These pages are available through Online Banking or by calling us and display current interest rates which apply to the Service depending on the types of account(s) you maintain with us, messages referring to interest rate changes, and all our current fees for the provision of the Service, including interest rates charged for prearranged and unarranged Trading Reserves;

Regulated Market means the computer systems of an authorised market through which multiple parties can buy and sell the types of Investments which are admitted to trading under the rules of the market;

REIT(s) means Real Estate Investment Trusts;

Security Details means the information which enables us to authenticate your identity including your Customer Identification Number, Security Number, User ID, passwords or other details including those which allow you to use the Service through Online Banking or by calling us;

Security Number means the number adopted by you when you use the Service through Online Banking or by calling us;

Service means the HSBC InvestDirect Plus Service we may agree to provide to you under the Terms which includes services such as Investment dealing and operation of Cash Accounts and, if requested, additional services such as US Sharedealing and provision of a Trading Reserve;

Sharegift means the share donation charity known as ShareGift located at 17 Carlton House Terrace, London SW1Y 5AH;

Sterling means the lawful currency of the UK;

Sterling Cash Account means a Cash Account denominated in Sterling;

Stocks and Shares ISA means an Individual Savings Account known as the "HSBC InvestDirect Stocks and Shares ISA" which you can apply for separately within the service, in which you can hold some of your Investments in a tax-efficient environment and which will be governed by our separate HSBC InvestDirect Stocks and Shares ISA Terms and Conditions which we will make available to you;

Substantial Owner means an individual who exercise control over an entity. For a trust, this would be the settlor, the trustees, the protector and (depending on how the trust is set up) the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control;

Tax Authority means any of the UK or foreign tax, revenue or monetary authorities (for example, HMRC);

Tax Information means documentation or information about your tax status and the tax status of any owner, Controlling Person, Substantial Owner or beneficial owner;

Terms means the rights and obligations contained within this document, the Rates and Fees Page, our Online Banking Terms and Conditions, the Facility Letter and any additional terms and conditions which we tell you apply and which together form the contractual relationship for our provision of the Service to you;

Trading Day means a day on which a relevant market is open for trading;

Trading Hours means the hours during which a relevant market is open for trading on a Trading Day.

Trading Reserve means the variable overdraft facility you can apply to add to one of your Cash Accounts, the credit limit of which will be linked to the value of certain qualifying Investments that you hold in your Investment Account and calculated on a daily basis in accordance with the terms set out from time to time on the Trading Reserve application page in Online Banking or as otherwise provided to you in your Facility Letter;

UK means the United Kingdom of Great Britain and Northern Ireland;

US Dollars means the lawful currency of the United States of America;

US Sharedealing means that part of the Service we provide to you enabling you to deal in US Equity Investments;

User ID means the 10-digit account number for your account;

We, us and **our** mean HSBC Bank plc;

Working Day means any normal working day when the banks are open for business in London; and

You and **your** means the person in whose name the Investment Account is opened and to whom we provide the service.

Part A – Introducing the Service

Section 1 – Protecting yourself

What must I do to use the Service safely and securely?

You must take all reasonable precautions to keep your Security Details safe and to prevent them from being used in connection with Financial Crime. These obligations are set out in the General Terms and Conditions.

What should I do if I think my Security Details have been compromised?

If your Security Details are lost or stolen, or you suspect that someone has used or tried to use them, you must take the steps set out in the General Terms and Conditions.

Section 2 – Contacting you

How will you contact me with important information about the Service?

Debt Investment means an Investment available to you to deal in under the Service which has debt characteristics, for example, a UK government bond (gilts) or corporate bond;

If you are registered for Online Banking we may also contact you using the secure e-message facility within Online Banking.

You must tell us as soon as possible if any of the contact details we hold for you change. We may record telephone numbers that you call us from. In limited circumstances we may contact you using these telephone numbers but only if we have not been able to contact you on the telephone numbers you have provided to us.

What language will you contact me in?

All communications from us to you will be in English.

Part B – Your Investment Account

Section 1 – Key features of Investment dealing

What Investment dealing service do you provide?

You can use our Investment dealing Service to buy or sell Investments. Investments include Equity Investments, Debt Investments and Fund Shares.

Buying Investments

You can ask us to buy an Investment and we will act on your instructions, settle the purchase with money from one of your Cash Accounts and then hold the Investment in your Investment Account.

Earning income on Investments

Dividends and other income earned on Investments will be credited to one of your Cash Accounts. You can elect to receive Equity Investments (or other shares) instead of cash dividends (also known as scrip) unless we tell you that this is not available for a particular investment.

Selling Investments

You can also ask us to sell an Investment and we will act on your instructions, sell and credit the proceeds of the sale to one of your Cash Accounts.

Can you advise me on Investment dealings?

No, we are not able to advise you on your Investment dealings. Our Investment dealing Service is execution-only. This means we execute the Investment dealings you ask us to and we do not provide you with any advice or personal recommendations. Our duty to you is achieving the Best Possible Result for your order. You are solely responsible for your own Investment dealings when using the Service. We are not required to assess the suitability of the Service for you and the protection offered by the FCA on assessing suitability does not apply to the Service.

As a result, before deciding to deal in an Investment, we suggest you consider whether you need to take independent financial advice on the particular Investment dealing and, where you think it is appropriate to do so, seek and act on that advice.

Can you provide me with tax advice?

We cannot provide tax advice and will not take your individual tax position into account when providing the Service. You may wish to seek independent tax advice before asking us to deal in an Investment.

What Investments can I deal in using this service?

You can invest in a range of UK equities, US equities, gilts (UK Government bonds) and UK-listed Exchange Traded Funds. Please be aware that we may not offer the full range of investments available in the Regulated Market.

We reserve the right to remove or suspend any Investment from the Service if there is extreme market volatility or for any other valid reason we may tell you of. However, if you have already asked us to buy an Investment before we decide to remove or suspend that Investment from the Service, we will still try to execute that order for you. If you have an Investment in your Investment Account which has been suspended or removed from the Service, we may still allow you to hold or sell that Investment.

We also reserve the right not to make all Investments available to all customers. If we do include or exclude a particular Investment when providing the Service to you, this does not mean we are giving you any advice as to the suitability of that Investment.

What do I need to do to begin US Sharedealing?

Additional documents and identification are required before you can begin US Sharedealing. We require you to complete W series forms A and B. Please see Online Banking or call us for more details.

Can I conduct foreign exchange transactions?

You can't use the Service to deal in Foreign Currency Instruments but we will exchange (or arrange to exchange) foreign currency on your behalf where it is necessary to do so. For example, when you settle an order to buy an Investment in US Dollars with money from your Sterling Cash Account, we will send Sterling to the seller who will exchange your Sterling for US Dollars in order to settle the transaction.

How can I find out Investment prices?

Equity Investments

For Equity Investments, we will make available to you either indicative, real time or delayed prices, which you can access through Online Banking or by calling us.

Funds

For Funds, we keep an up-to-date list of indicative Fund Share prices.

The price of a Fund Share will be based on the latest price published by the Fund's operator, but this will only be indicative since Funds deal on a forward pricing basis (in other words, the price is fixed when the Fund is next valued after your order is placed). Fund Share valuations will be as at the last valuation point. When you ask us to buy a Fund Share, your order will be expressed in terms of the cash to be applied to purchase the Fund Share.

Debt Investments

For Debt Investments, you will be able to access prices through Online Banking or by calling us. All prices provided by us relate to orders of up to the Quoted Market Size. Please be aware that Investment orders above the Quoted Market Size may receive a discount or premium to the price originally quoted to you. The Quoted Market Size will vary from Investment to Investment.

When I place a deal is the price quoted guaranteed?

When entering a buy or sell order in a UK Investment during Trading Hours through Online Banking, you will usually see a "fixed price quote" on the preview order screen.

However, a fixed price quote is only available on UK Investment orders during Trading Hours and may not be available for large orders (including those above Quoted Market Size). The fixed price quote system automatically contacts a number of market makers to get you the best price offered by these market makers at the time you are trading the Investment. The price will be shown with the label "fixed price quote" together with a countdown giving you 15 seconds to confirm the order. Fixed price quotes are not guaranteed. This is because the prices are offered by third party market makers who may withdraw the price (for example, if there has been market volatility in the 15 second countdown). However, in most cases you will receive the price you accepted.

Will I get a fixed price quote on all my deals?

A fixed price quote will be available on most UK Investments, but only when the market is open. A fixed price quote may not be available for Investment orders in large quantities. If you wish to buy or sell a large quantity of Investments you should not split your order into a number of smaller orders which may then be executed with a “fixed price quote”. This practice is in breach of stock market conduct and may result in your executed orders being cancelled. If we are unable to offer a “fixed price quote”, the quote will be labelled “@ best” with a message “The price at which your order is executed may differ from the indication price”.

Can I short sell Investments?

No, you will not be able to use the Service to ‘short sell’ an Investment. This means that, except in the very limited circumstances set out in Part B Section 3, we will not let you sell an Investment that you do not own or hold in your Investment Account.

Can I place Limit Orders?

Yes, for Equity Investments you can place a Limit Order on your online Sharedealing account via Online Banking, or over the telephone. Your order will expire at the end of the day, if the limit you set has not been achievable. If you would like to place an extended Limit Order, you can call us to place your order, which can last up to 28 days.

After your limit order has expired, your order will be cancelled, or where the order has partially executed, the remaining balance of the order will be cancelled.

Please be aware that if you place an extended Limit Order (over more than one day), and at the end of the day your order has partially executed (only some of the shares you wanted to trade were available at the price you set), the remaining balance from your original order will be placed the following day. This will occur until the expiry date of your order and you will be charged a trading fee (as set out in the Rates and Fees Page) for each day your order is partially executed.

Do you offer a Dividend Reinvestment Plan?

No, we do not offer a Dividend Reinvestment Plan. If you want to reinvest cash dividends you will need to create a new dealing instruction, which will be subject to charges as described in the Rates and Fees Page.

Section 2 – Dealing in Investments

How do I buy or sell an Investment?

You can ask us to buy or sell an Investment:

- through Online Banking; or
- by calling us.

Please be aware that we will not accept instructions by any other methods, which include, by fax, email or secure e-message.

We have the right to decide whether or not we will act on your instructions to deal in certain Investments. We reserve the right not to act on your instructions for any valid reason we may tell you of at any time.

Are there any differences between dealing through Online Banking and calling us?

You are free to choose the Investment dealing method which is most convenient for you. However, if you submit your orders by telephone:

- we will generally charge you a higher trading fee than for dealing via Online Banking; and
- during times of exceptional stock market volumes you may experience long call waiting times because of the number of customers calling us.

When can I place orders?

You can generally place an order using Online Banking 24 hours a day but routine maintenance is regularly carried out in the early hours of each Sunday morning (12am to 6am).

You can place an order by calling us between 7.30am to 9.30pm on a Working Day and between 10am to 4pm on a Saturday. Please be aware that we will not be liable for any losses suffered and/or expenses incurred because you have to wait on the phone.

When will you execute my order?

For good for day orders placed within Trading Hours, we will use all reasonable endeavours to arrange for your order to be executed during Trading Hours that day. If your order cannot be executed, it will be cancelled. Any orders placed after Trading Hours will be executed as soon as possible on the next Trading Day.

We will use all reasonable endeavours to advise you of any cancellation, and if you still want to buy or sell the Investment(s), you must place the order again. We will not be liable for any losses suffered and/or expenses incurred, that arise from such cancellation.

Does this apply to Fund Shares too?

We will accept instructions received outside of Fund Dealing Hours but if we are unable to carry out such orders on that day they will be placed as soon as possible on the next Fund Business Day. Instructions for Fund Shares received by us after 11am on a Fund Business Day will be placed on the next Fund Business Day.

Can I cancel an order after placing it?

You are unable to amend or cancel an order, once it has been executed in the market. However, you may be able to prior to execution. Examples would be where you have placed your order outside of Trading Hours, and the order has not yet been placed in the market, or if your order has not met the limit price set. We will not be liable for any loss if an order cannot be cancelled at your request.

Does the same apply for Fund Shares?

Orders given during Fund Dealing Hours cannot be cancelled. You will only be able to cancel an order if you placed it outside Fund Dealing Hours and it has not already been placed with the Fund operator.

Can I transfer Equity Investments in my Investment Account to charity?

Yes, you can ask us to transfer an Equity Investment you hold in your Investment Account to a charity using Sharegift. We will act on your instructions without charging you any fee.

Will you tell me if you can't act on my instructions?

If we can't act on your instructions, we will use all reasonable endeavours to tell you personally.

If we refuse to place an order from your Investment Account you will normally be told when you place the order, unless we suspect Financial Crime. In all cases, if you call us, we will tell you if an order has been refused, the reasons for the refusal (if possible) and the procedure for correcting any factual errors that led to the refusal. This information will be available as soon as we have refused your instruction. We will not normally be able to provide you with details if it is unlawful for us to do so.

Are there any general rules that apply to Fund Shares?

All dealings in a Fund Share are subject to the dealing arrangements and the terms and conditions of the relevant Fund. You can get information about a Fund, including a Fund's scheme particulars and any relevant documents, through Online Banking. You can also call us and request a copy of these documents.

How will I receive confirmation of my trades?

We will post to you copies of your contract notes (trade confirmations) as soon as an order to buy or sell an Investment is successfully executed. If you are registered for Online Banking and relevant Laws permit us to do so, we may choose to provide these electronically via our secure message service.

Section 3 – Settling orders

What is settlement?

Settlement occurs when both the seller and the buyer of an Investment have fulfilled their contractual obligations. For example, when you ask us to buy an Investment for you, settlement will occur when you have paid for the Investment and the seller has made the Investment available to you.

What are my settlement obligations when I ask you to buy an Investment?

If you have asked us to buy an Investment you must make sure you are able to pay for the Investment (including any associated transaction costs) on the settlement date. This will be the date that is set out on the contract note you receive for the order.

You will be able to pay for your order if, on the settlement date, you have either enough:

- available funds in your Cash Account; or
- available credit limit on your Trading Reserve.

Please be aware that the available funds in your Cash Account and, if applicable, the available credit limit on your Trading Reserve, will include the proceeds from sell orders due to settle that day and be reduced by any scheduled payments and/or Account Fees payable that day.

Alternatively, we may exercise our discretion to treat your buy order as a request for an unarranged Trading Reserve or to informally extend your Trading Reserve limit (see Part D Section 3 for more details).

We will debit your Cash Account for the relevant amount and settle the order to buy the Investment on the settlement date.

What are my settlement obligations when I ask you to sell an Investment?

If you have asked us to sell an Investment, you must make sure that, except in the event of a Failed Trade, you hold the Investment in your Investment Account and that it is available to be sold both:

- on the date you ask us to make the sale; and
- where applicable, on the settlement date set out on the contract note we make available to you after receiving your order.

Proceeds from the sale of an Investment will be credited to your Cash Account on the settlement date.

What happens if I can't settle an order?

If on a settlement date you do not have enough available funds in your Cash Account or enough available credit limit on your Trading Reserve after any Account Fees payable that day and the proceeds from sell orders due to settle that day have been taken into account, we may treat your buy order as a request for an informal, unarranged Trading Reserve or a temporary increase in your existing pre-arranged Trading Reserve credit limit (if you have one).

If we elect to make the extra amounts available to you to meet your obligations to settle a buy trade, we will treat you as having breached these Terms and we may take the steps set out in Part F Section 3. We will have the right to:

- suspend at once, your right to draw upon your Trading Reserve and/or your Cash Account and take such steps as may be necessary for this purpose; and
 - serve you at once with a default notice requiring you to pay us the amount by which settlement of the transaction has caused you to exceed your Trading Reserve limit within the period specified in the default notice, which will not be less than 30 working days, failing which we may stop providing the Service to you and/or exercise any or all of our rights under the Terms.
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When will I get my money from the sale of an Investment?

Sales of Equity Investments normally settle two Trading Days after the date of the trade (T+2) or three Trading Days for US equities (T+3). Your settlement date will be set out on your contract note and the money from the sale should be automatically transferred into your Cash Account.

Sales of Debt Investments normally settle one Trading Day after the date of the trade (T+1). Your settlement date will be set out on your contract note and the money from the sale should be automatically transferred into your Cash Account.

Sales of Fund Shares normally settle three Trading Days after the date of the trade (T+3). Your settlement date will be set out on your contract note and the money from the sale should automatically be transferred into your Cash Account.

What happens if the trades you make when executing my orders fail for reasons you can't control?

As set out in the Glossary, a Failed Trade may occur when we go into the market to buy an Investment to execute your order but, because we can't source the Investment in the market (for whatever reason), we are restricted to using our reasonable endeavours to obtain the Investment for you from other sources. As we might aggregate your orders, a Failed Trade might apply to one or more orders you place to buy an Investment. In the event of a Failed Trade, we will:

- move the money we took from your Cash Account to effect settlement into an appropriate bank account until we are able to source the Investment in the market;
- send you a letter telling you about the Failed Trade within two Business Days of the settlement date; and
- inform you once the trade has settled in the market.

Importantly, you will pay the same price in the event of a Failed Trade as you would have paid had the trade been settled in accordance with the contract note.

Please be aware that while you won't be able to transfer an Investment that is the subject of a Failed Trade, you will be able to sell the Investment.

The delay in obtaining the stock will not affect your ability to sell the shares, nor will it affect your rights to any entitlements associated with the ownership of shares, such as dividends, which are due to you.

We will settle your Trades contractually. This means that on the expected settlement date our records of your holdings will be updated to reflect the Trade as settled even where there is a Failed Trade.

Section 4 – Best Execution

What standard of care will you take when acting on my instructions?

As set out above, the Investment dealing part of the Service is an execution-only service. This means:

- we will not provide you with discretionary or advisory management services;
- we will not make any Investment dealing decisions on your behalf;
- you are solely responsible for the Investment dealing instructions you give to us;
- we are not required to assess the suitability of the Service for you; and
- the protection provided by the FCA on assessing suitability does not apply to the Service.

The only duty we owe you when acting on your Investment dealing instructions is to use reasonable steps to achieve the Best Possible Result.

We will not be liable to you for any losses suffered and/or expenses incurred where, despite using our reasonable endeavours, we aren't able to achieve the Best Possible Result for you. This might happen in the event of:

- a systems failure;
- a delay or change in market conditions before settlement; or
- other circumstances we may tell you about from time to time.

If you ask us to buy or sell an Investment and we can only execute part of your order, we will use our reasonable endeavours to achieve the Best Possible Result and, in doing so, execute it to the extent possible. The balance of the order will be cancelled either:

- at market close; or
- if you have provided us with a Limit Order, on the expiry date of the order.

We will not be liable for any losses suffered and/or expenses incurred because, despite using our reasonable endeavours, we had to cancel part of your order.

The meaning of the term "Best Possible Result" is set out in our Best Execution Disclosure Statement in Annex C. This is the Best Execution Disclosure Statement we ask you to agree to when you apply for the Service. We will review and update this statement on a regular basis (at least annually) and suggest you review it carefully. This is important because by accepting these Terms you agree to, and each time you use the Investment dealing part of the Service, we will treat you as having agreed, confirmed and consented to:

- us using our reasonable endeavours to achieve the Best Possible Result for you; and
- where relevant, us executing your orders outside a Regulated Market or Multilateral Trading Facility, although we shall in any event seek to obtain your prior consent before executing a Trade that is outside a Regulated Market or Multilateral Trading Facility or not otherwise governed by the rules of an Investment Exchange.

Section 5 – Operating your Investment Account

How will my Investments be held in my Investment Account?

Unless we tell you otherwise, we will arrange for registration of the legal title to your Investments in the name of a nominee company.

The nominee company who will usually hold the legal interest in your Equity Investments and Debt Investments is (HSBC Client Holdings Nominee (UK) Ltd.)

The nominee company who will usually hold the legal interest in your Fund Shares and collective investment schemes is HSBC Stockbroker (Client Assets) Nominees Limited.

We will tell you if the legal title to one of your Investments will be registered in the name of another nominee company.

While the nominee company will hold the legal title to your Investments by virtue of registration, you will hold the beneficial title to these Investments in your Investment Account. Your Investments will be segregated from our own funds in order to protect your own interests in the event that we or a nominee company fail and such investments will be held in accordance with the FCA Rules. We have policies and procedures in place to undertake checks and reconciliations of the records and accounts of your Investments to resolve any discrepancies which are identified and to deal with any shortfalls in your Investments. Where we are responsible for any such shortfall, we shall purchase or borrow assets immediately at our cost to correct your position. We have also established a trust account for the purpose of holding any such assets on trust for your benefit. Subject to the terms of the relevant trust account, we may use or apply any income arising out of such assets for our own account or otherwise at our own discretion.

Your non-UK investments may be held overseas. There may be different settlement, legal and regulatory requirements and different practices for the separate identification of investments from those applying in the UK.

We are authorised to hold your Investments with such sub-custodians and/or Clearing Systems as we may think fit, including sub-custodians who may be members of the HSBC Group. We remain responsible for your Investments to the full extent required by the FCA Rules.

Why do you use a nominee company to hold my Investments?

Nominee companies help to make Investment dealing easy because the responsibility for looking after all the administration associated with registering your Investments generally falls upon us through our control of the nominee company. This means we will make sure that your dividends are collected and dealt with according to your instructions. You will not have to receive any correspondence directly from the entity in which you hold an Investment, however, in most circumstances, we will still tell you about Corporate Actions (see Part B Section 6 for more detail).

Are there any disadvantages associated with using nominee companies?

When a nominee company holds an Investment for you, you will not be able to receive the discounts or benefits that a company might have offered to you if you held the Equity Investment directly. Nor will you receive direct communications from companies such as annual reports or invitations to annual general meetings.

What does it mean to own the beneficial title in an Investment and how will it benefit me?

Owning the beneficial title to an Investment means you will receive the benefits of your Investments, including any income produced and capital gains.

The nominee company who will own the legal title to your Investment will hold its legal title on trust for your benefit. That means the nominee company is not able to take any action on your Investments without your instructions or consent to do so. You can provide instructions to us to deal with your Investments through Online Banking, by calling us or by sending us a letter. Where you provide ongoing instructions to us by telephone, we will confirm these in writing to you.

Can I hold Investments in a Stocks and Shares ISA?

Yes, you can hold your Investments in a tax-efficient Stocks and Shares ISA, instead of in your Investment Account. In order to hold your Investments in this way, you will need to sign up to our separate HSBC InvestDirect Stocks and Shares ISA Terms and Conditions. For further information please refer to our Stocks and Shares ISA Key Features document, which can be found in the 'Apply for ISA' section of the 'Products and Services' page accessible through Online Banking.

Please be aware that you can't open and operate a Stocks and Shares ISA jointly with another.

Will you pool my Investments with other assets and what are the associated risks?

Yes, we will pool your Investments with other customers in a single account (including accounts which we hold with a sub-custodian or Clearing System).

We are authorised to hold your Investments with such sub-custodians and/or Clearing Systems as we may think fit, including sub-custodians who may be members of the HSBC Group. We remain responsible at all times for your Investments to the full extent required by the FCA Rules, notwithstanding any such delegation.

Pooling means that your ownership of any of the Investments held in the pooled account may not be identifiable as being owned by you by separate certificates or electronic records (other than in our records, where your ownership will be identifiable) and, if there is an unreconciled shortfall on the default of a sub-custodian or Clearing System, you may share proportionately in that shortfall.

Please be aware that, the Investments held in any such pooled account are segregated from the rest of HSBC's own funds.

How do I transfer an Investment into my Investment Account and will it be treated differently to an Investment purchased through the Service?

You can transfer an Investment into your Investment Account by completing, signing and returning the relevant transfer form available in the 'Share Transfer' section accessible through Online Banking. You will also need to send us the relevant share certificate. We will then arrange to transfer your paper certificate into your Investment Account where it will be held on your behalf in the name of our nominee company. This process can take up to six weeks to complete but may take longer.

If you want to transfer an Investment that is held on your behalf by a third party, for example, a nominee company appointed by another service provider, you can also do so by completing, signing and returning the relevant transfer form found in the 'Share Transfer' section of our website. We will then instruct your current provider to transfer your shares to us. This type of transfer may take up to six weeks, depending on how quickly your current provider is able to act.

You will not be able to sell an Investment until the transfer process is complete, in other words the Investment is registered in our nominee company's name and held in your Investment Account on your behalf.

We will not be liable for any losses suffered and/or expenses incurred as a result of you selling an Investment that is not in your Investment Account, including an Investment you have ordered but which hasn't settled.

If you do not have Online Banking, you can call us to request copies of the forms referred to above.

Please be aware that we are unable to transfer joint holdings from other providers, or joint holdings held in certificated form, into a sole account with us.

What happens if I transfer Investments in my sole name to a joint Investment Account?

When you transfer Investments in your sole name to a joint Investment Account you may have to pay a tax charge and lose certain loyalty or other benefits offered by the company in which you had invested. You should seek tax advice if you are worried about the consequences of doing this.

How will dividends be paid?

We will be responsible for claiming and receiving dividends and interest payments accruing to your Investments. We will convert all money received from dividends, interest payments or any other income from your Investments into Sterling and credit it to your Cash Account unless you ask us and we agree to direct payments to another account. We will not tell you of the dividend payments attaching to your Investments, which will be credited to your Investment Account in Investments or to your Cash Account in cash depending on the standing instruction that you give us or gave to us on opening your Investment Account. You can check or amend the status of your standing instruction by calling us.

You have the option to receive dividends in cash or, where appropriate, as shares or other noncash assets (in other words, scrip). Dividends paid in cash will be credited to your Cash Account or your Stocks and Shares ISA.

Any dividends paid into a Stocks and Shares ISA or US equity will only be paid as cash.

Dividends and other income earned on Investments will be credited to one of your Cash Accounts. Shares received instead of cash dividends will be credited to, and held in, your Investment Account. However, please note all dividends generated from REIT(s) will be paid in cash into your Cash Account, even if you have elected to receive scrip dividends. We reserve the right to also treat income from other types of Investments in this way, but only where we have a valid reason for doing so, for example, where changes to tax laws and regulations require us to treat income from an Investment in this way.

How can I check the value of my portfolio?

Your portfolio of Investments (and cash, where applicable) can be viewed through Online Banking at any time. Please note the portfolio balance displayed through Online Banking may differ from that displayed on the general account balances page. This is because the balance displayed on Online Banking is a snapshot and is updated overnight, whereas the balances in the portfolio page will be more reflective of current activity.

If you do not have access to Online Banking, you can call us and ask for the value of your portfolio.

How will you execute deals for me?

When you give Instructions, we may execute deals for you either by entering into the deal on your behalf (acting as your agent) or by entering into the deal on our own account (acting as principal) and entering into another deal with you.

Where we act for you as your agent, it is the other party to the transaction and not us who is responsible for settling the trade with you. This means ensuring timely delivery or payment (as the case may be) will be at your entire risk. Our obligations are restricted to:

- passing on to you;
- passing on to a third party as you direct; or
- crediting to your Investment Account,

such deliverable documents or sale proceeds (as the case may be) as we actually receive.

Where your money is held by a third party pending the settlement of a transaction which we have executed for you, we will be entitled to retain any interest accruing on it for our own account.

Can I charge my beneficial interest in an Investment?

We will not let you charge or otherwise assign to another your beneficial interest in an Investment our nominee holds on your behalf in an Investment Account.

Can I appoint a third party to operate my accounts?

Yes. You will need to complete and sign a third party mandate. Please see Online Banking or call us for more details. For joint accounts all parties must sign to provide such authority. You may also do this by signing a Power of Attorney but you should take legal advice before doing so.

Section 6 – Corporate Actions

Will you let me know about Corporate Actions?

We will use all reasonable endeavours to let you know about relevant Corporate Actions, although there may be some situations where this is not possible, in these scenarios, we will act on your behalf and in the best interests we see fit. If we let you know, we will do so as soon as possible after we have been advised by our custodian or Market Data Provider. We will have no liability for any losses suffered and/or expenses incurred, if after using all reasonable endeavours, we are not able to tell you about a Corporate Action.

Can I ask you to exercise rights on my behalf for Corporate Actions?

If, within the timeframe we specify, you let us know that you wish to exercise a right, we will use all reasonable endeavours to help you do so, but only on such terms as we may agree separately to this document.

If you do not let us know that you want us to exercise any of your rights, we will take such action, or refrain from taking any action, for any Corporate Action, as we in our absolute discretion decide (including, but not limited to, arranging the disposal of any subscription rights on your behalf in such manner as we think fit).

We do not offer a Dividend Access Plan or indeed any tax reclaim service. A Dividend Access Plan is a facility under which investors are able to reclaim tax from other Tax Authorities. This means, for example, that you will need to pay Irish income tax on dividends received from Irish companies.

We will use reasonable endeavours to tell you if tax benefits are available in the circumstances of a US takeover or other Corporate Action.

Does it matter what assets I receive out of a Corporate Action?

If, as a result of a Corporate Action, you are due to receive an asset that is not an Investment that we offer using the Service, we may only let you hold the asset in your Investment Account for the purpose of transferring it out of the service or selling it. The asset may not be registered in a nominee company's name like other Investments. In some circumstances we may be required to sell the assets on your behalf. In all scenarios we will collectively act in the best interest of all customers as a whole.

How will you deal with entitlements received on my Investments?

Entitlements received by us or a sub-custodian on your Investments will be calculated by reference to our (or the sub-custodian's) aggregate holding of a particular Investment, on behalf of all customers, us or Associates. The procedure adopted for calculating entitlements may mean we receive an aggregate entitlement greater or less than the entitlements we would have received for each individual customer, if each such person's entitlement had been held separately.

What happens if I receive an aggregate entitlement which is greater than the sum of customers' individual entitlements?

Where you receive an entitlement greater than what you would expect if your entitlement had been held separately from our other customers' entitlements, we will credit your Cash Account with an amount at least equal to the amount you would have received if your entitlement had been held separately. If you are entitled to a fraction of one share, this will be aggregated with the fractional entitlements of other customers and sold. You will receive the net proceeds from the sale on a pro-rata basis. We will be entitled to any remaining balance (which will be a fraction of one penny) for our own account. Fractional share holdings will be rounded down to the nearest whole number.

What happens if I receive an aggregate entitlement which is smaller than the sum of customers' individual entitlements?

Where you receive an entitlement which is smaller than what you would expect if your entitlement had been held separately from our other customers' entitlements, we will credit your Cash Account with an amount calculated on a pro-rata basis, which will be less (by a fraction of one pence) than the amount that you would have received if your entitlement had been held separately.

How will you deal with demands on my Investments?

If we are told of any demand on an Investment in your Investment Account for unpaid monies, we will use all reasonable endeavours to tell you of such demand. We will satisfy such demand on such terms as you advise and which are reasonably acceptable to us. Otherwise, we will not be required to take any action on your behalf and we will not have any liability for the consequences of a failure to satisfy demands made. However, where we are legally liable to meet such demand, we may do so and you will reimburse us at once, upon demand.

Will I still get my shareholder communications and benefits?

We will not arrange for you to receive shareholder communications or benefits.

Will I be able to exercise my voting rights?

You will not be entitled to exercise any voting rights attaching to the Investments in your Investments Account yourself, but you can ask us to make arrangements for your voting rights to be exercised on your behalf.

Section 7 – Tax and reporting of income

Do I owe any specific tax obligations?

You are solely responsible for understanding and complying with your tax obligations (including but not limited to, tax payment and filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group. Each Connected Person (acting in their capacity as a Connected Person and not in their personal capacity) also makes the same acknowledgement in their own regard. Certain countries may have tax legislation with extra-territorial effect regardless of your or any Connected Person's place of domicile, residence, citizenship or incorporation. Neither we nor any member of the HSBC Group provide tax advice. You are advised to seek independent legal and/or tax advice. Neither we nor any member of the HSBC Group have responsibility for your tax obligations in any jurisdiction in which they may arise including any that may relate specifically to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group.

Do I pay tax on any interest I earn?

From 6 April 2016, HM Revenue and Customs (HMRC) made changes to the way that interest is taxed. As a result, all credit interest on your portfolio will be paid gross and will contribute towards your Personal Savings Allowance (PSA), if applicable. If you exceed your allowances, it's your responsibility to declare this to HMRC, as you may be required to pay some tax on the interest received via your own tax return (please check your personal allowances). For further information on your allowances and responsibilities please visit www.gov.uk

Do I pay tax on income from my Investments?

In addition to the changes HMRC made to the way interest is taxed (please see above), changes were made to the way dividends are taxed. Dividends are now paid gross and will contribute towards your Dividend Allowance. If you exceed your allowances, it's your responsibility to declare this to HMRC, as you may be required to pay some tax on the interest received via your own tax return (please check your personal allowances). For further information on your allowances and responsibilities please visit www.gov.uk

Please be aware, that any growth in the value of an Investment may be subject to capital gains tax if your total capital gains (less allowable losses) from all sources exceeds your annual exemption limit.

Will you give me a Consolidated Tax Certificate?

Following the end of each UK Tax Year, you will generally be issued with a Consolidated Tax Certificate CTC between May and September. A final CTC will also be issued once an account is closed and all outstanding dividends have been received. There will be no CTCs issued for customers who only have holdings in a Stocks and Shares ISA.

Is there a Financial Transaction Tax?

A Financial Transaction Tax might apply to dealings in European Equity Investments, please see the Rates and Fees page for further details.

Are there any other tax related matters I should be aware of?

Please note that US source income you receive in the form of dividends on US Equity Investments, is reported on a pool based approach, and we will not issue you with an individual 1042 form.

Part C – Your Cash Account

Section 1 – Key features of your Cash Accounts

What is my Cash Account for?

When we accept your application to access the Service, we will open a Sterling Cash Account for you so you can do things like:

- settle orders you've placed to buy Investments; and
- receive cash income from your Investments.

You will also enjoy limited rights to:

- make other type payments and transfers from your Cash Account; and
- receive money into your Cash Account.

Any applicable Account Fees will also be deducted from your Cash Account.

These limited rights are set out in full below.

How can I open extra Cash Accounts?

After we've opened your Sterling Cash Account, you can ask us to open one extra Foreign Currency Cash Account in each of the following the currencies: Euros, US Dollars and/or such other currencies we may permit and which can be used for trade settlement only. You are unable to move money between these accounts. You can apply for each extra Cash Account by calling us or using Online Banking. We reserve the right to decline your request but we will only exercise this discretion if we have a valid reason for doing so.

Will you act as my banker or my trustee?

Where we hold money for you in a Cash Account, we hold it as your banker and do not in any circumstances hold it as your trustee (nor your agent, if you are in Scotland). As a result, money held in the Cash Account will not in any circumstances, be held in accordance with the client money rules contained in FCA Rules. If HSBC Bank plc were to fail, FCA rules on client money distribution would not apply to your money and so you would not be entitled to share in any distribution made under those rules. In the event we were to fail, you may have the right, subject to eligibility, to claim compensation under the Financial Services Compensation Scheme, as set out in the General Information section of these Terms.

Section 2 – Making payments from your Cash Account

What steps will you take to detect, investigate and prevent Financial Crime?

To carry out our Financial Crime Risk Management Activities in relation to payments from your Cash Account and Investment dealing, we may have to speak to you to re-confirm some types of payments/transactions, for example those of high value, or take some more security information from you. You must contact us as soon as possible if we have left a message for you to contact us. If you do not do so we will assume you have not authorised instructions and will not act on them. We will not be responsible for any loss to you should you not complete a transaction re-confirmation to our satisfaction.

Our Financial Crime Risk Management Activities may lead to your payment being delayed or not sent at all, and we may not be allowed to tell you why a payment has been delayed or not sent.

We, and members of the HSBC Group, are required, and may take any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime (Financial Crime Risk Management Activity).

Such action may include, but is not limited to:

- (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by you, or on your behalf;
- (b) investigating the source of or intended recipient of funds;
- (c) combining Customer Information with other related information in the possession of any member of the HSBC Group; and/or
- (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming their identity and status.

Exceptionally, our Financial Crime Risk Management Activity may lead to us delaying, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither we nor any other member of the HSBC Group shall be liable to you or any third party for any loss (however it arose) that was suffered or owed by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

How can I ask you to make a payment from my Cash Account?

You can ask us to make an electronic payment from your Cash Account in the following ways:

- using Online Banking: by going to the 'Move my Money' section (accessible through Online Banking) and entering the Security Details we ask you for as well as information about the payment you want to make. You will then need to confirm that the information you have entered is correct and we will treat this as your agreement for us to make the payment; or
- by calling us: you will need to provide the Security Details that we ask for and information about the payment. We will repeat the payment information to you and you will need to confirm it is correct. This confirmation is your agreement for us to make the payment.

When will you make payments from my Cash Account?

With the exception of Account Fee payments, we will only make a payment from your Cash Account if there are enough available funds in your Cash Account to cover the payment. If we've granted you a Trading Reserve, you cannot use it to cover payments you want to make from your Cash Account, as the Trading Reserve can only be used to cover orders that you have placed to buy Investments (including associated fees) and/or the Account Fee.

Future Payments

If you ask us to make a payment in the future you must have enough available funds in your Cash Account at the start of the day the payment is due to be made (ie, 12.01am).

We will take all payments due to be made from your Cash Account that day into consideration when we decide whether to make a particular payment. We will decide which payments to make if it is not possible to make all of your payments.

Are there any general conditions for making payments?

Please be aware of the following general conditions which might apply to payments you ask us to make from your Cash Account:

- we may have to delay executing your instructions to make a payment from your Cash Account while we carry out our Financial Crime Risk Management Activities; and
- some banks only use the Bank Identifier Code BIC address, sort code or national bank code and the account number or International Bank Account Number IBAN when they apply payments to the account of the person you have sent the money to. We will only process payments into your Cash Account using these details.

If a payment is made into your Cash Account as a result of Financial Crime or a mistake, we can later deduct it from your Cash Account, as you will be deemed to be holding such funds on trust for the party to whom they are properly owed.

When won't you make payments from my Cash Account or when may a payment be delayed?

We will not make a payment if:

- any of the conditions set out in this section have not been met;
- the payment would exceed the cash you have in your Cash Account;
- we are not reasonably satisfied the payment or the payment instruction is lawful;
- we consider that your Cash Account has been or is likely to be misused;
- we reasonably believe there is a risk of Financial Crime;
- we are ordered not to do so by a Court; or
- we are not able to send the payment by one of the payment methods we use.

How will I know if you have not made one of my payments?

We will usually tell you when you ask us to make the payment unless there are Financial Crime Risk Management Activity or security reasons why we cannot do this.

Information about a payment we have not made will be available if you telephone us as soon as we have refused to make the payment.

What happens if the person I want to pay switches their current account using the Current Account Switch Service?

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

Will my ability to make a payment from my Cash Account ever be suspended?

We may suspend your use of telephone or Online Banking. We will do this if we think it is reasonably necessary because:

- we have concerns about the security of your Online Banking or telephone banking; or
- we suspect that your accounts have been accessed through the internet or by calling us in connection with Financial Crime or otherwise in an unauthorised way; or
- there are legal obligations we have to meet.

We will usually give you advance notice of any suspension and tell you why. However, we will not do so if this would compromise our reasonable security measures or it is unlawful for us to do so. Occasionally we may not be able to contact you to give you advance notice.

You can ask us to lift any suspension by calling us but we reserve a discretion not to agree to your request for the reasons set out above.

Section 3 – Domestic payments

What types of payments can I make from my Cash Account to other accounts in the UK?

You can make electronic transfers from your Cash Account to other accounts in the UK. You can do so through the 'Move my Money' section of our website accessible through Online Banking or by calling us but please be aware that when you use Online Banking you have a limit for each transaction.

What information do I have to provide for you to make a payment from my Cash Account?

You must provide us with the following information for us to be able to make a payment from your Cash Account:

- the sort code and account number of the account you are making a payment to;
- the date you want us to make the payment;
- the name of the person/ organisation you are paying;
- any reference; and
- the amount of the payment.

We will only make the payment using the above information.

How long does it take for electronic payments from my Cash Account to reach the bank of the person/organisation I am paying?

If we receive your payment instructions before 3pm on a Working Day the payment should reach the bank of the person you are paying on the same Working Day.

If we receive your payment instructions after 3pm on a Working day or at any time on a non Working Day, the payment should reach the bank of the person you are paying on the next Working Day.

Can I change my mind after I have asked you to make a payment?

If you have asked us to make a payment immediately you cannot cancel that payment.

If you have asked us to make a payment in the future you can cancel that payment up to 9.30pm the Working Day before we send the payment.

Section 4 – International payments

What types of electronic international payments can I make from my Cash Account?

You can use Priority Payments to send money to bank accounts in the UK and abroad which are denominated in US Dollars, Euros or any other currency we may allow you to, from time to time.

What information do I have to provide for you to make a Priority Payment from my Cash Account?

You must call us and provide us with the following information for us to be able to make a Priority Payment:

- details of the recipient's bank, including their SWIFT Bank Identifier Code address, sort code or national bank code;
- the recipient's bank account number or IBAN;
- the name and address of the person you are paying;
- any reference name you want to give for the payment; and
- the amount of the payment.

How long does it take for a Priority Payment made from my Cash Account to reach the bank of the person/ organisation I am paying?

If the Priority Payment is to be made to an account within the EEA and we receive your instructions by 3pm on a Working Day, the payment should reach the bank of the person you are paying the next Working Day. If the same circumstances apply but we receive your instructions after 3pm on a Working Day or not on a Working Day at all, the payment should reach the bank of the person you are paying the Working Day after the next Working Day.

For all other Priority Payments, it could take up to four Working Days for the payment to reach the bank of the person you are paying. Please be aware that it could take longer depending on the country the money is being sent to.

Do you charge for making international payments?

Yes, may do charge you for making Priority Payments.

You will also have to pay any charges made by any agents we use to send the payment abroad, any charges made by any intermediary bank or the recipient's bank. We will deduct these charges from the payment unless:

- your payment is being sent in an EEA Currency to an account within the EEA; or
- you ask us not to.

Can I change my mind after I have asked you to make a Priority Payment?

If you have asked us to make a Priority Payment immediately you cannot cancel it.

If you have asked us to make a Priority Payment in the future you can cancel if you let us know by 9.30pm the Working Day before we send the payment.

Section 5 – Receiving money into your Cash Account

How can I receive money into my Cash Account?

Other than income from Investments that we credit to your Cash Account, the only way you can receive money into your Cash Account is by electronic funds transfer from another UK bank account.

If we receive an electronic funds transfer in Sterling from another UK bank account before 3pm on a Working Day, the money will show in your Sterling Cash Account the same Working Day. In other circumstances, the money will show on the next Working Day.

Part D – Borrowing from us

Section 1 – Key features of borrowing

What is a Trading Reserve?

A Trading Reserve is a credit facility you can ask us to add to the Service to allow you to settle buy orders in Investments when you do not have enough available funds in a Cash Account to do so. A Trading Reserve can be connected to one of your Cash Accounts and is similar to a pre-arranged overdraft facility you might have on a current account.

What's the difference between a pre-arranged and an unarranged Trading Reserve?

A pre-arranged Trading Reserve needs to be formally arranged with us before you need to use it to settle buy orders in Investments.

On the other hand, an unarranged Trading Reserve is informal in the sense you do not have to ask for it in advance but rather, when we come to settle a buy order in an Investment and you do not have enough available funds in your Cash Account, we may treat your instruction to buy the Investment as a request for a one-off, ad hoc Trading Reserve to cover settlement.

Are there any restrictions on what I can use my Trading Reserve for?

If we grant you a Trading Reserve, you can only use it to settle buy orders in Investments and the costs associated with your trading activity and/or Account Fee. You cannot use your Trading Reserve for any other purpose and we will automatically refuse any instructions you give us to extend your credit in any other circumstances. This includes where you ask us to make an Electronic Funds Transfer or a Priority Payment when you do not have enough available funds in the Cash Account to which your Trading Reserve is connected.

You can only have one Trading Reserve on one Cash Account at a time. So, if you have a Sterling Cash Account and Foreign Currency Cash Accounts in Euros and US Dollars, you can only ask us for a Trading Reserve on one of these accounts at a time and we will only grant you a Trading Reserve on one of these accounts. However, you can always ask us to change the account.

Section 2 – Pre-arranged Trading Reserve

How can I arrange a Trading Reserve?

If you think you may need to settle buy trades in Investments at a time that would take one of your Cash Accounts overdrawn then you can apply for a Trading Reserve on that Cash Account by completing and returning the application form accessible through Online Banking or by calling us.

Before we accept your request, we will assess whether we feel you will be able to repay it. We reserve the right to decline your application for a Trading Reserve. If we accept your application we will send you a Facility Letter setting out the terms and conditions that will apply to your Trading Reserve, including how your credit limit is calculated.

If you are applying for a Trading Reserve on a joint Cash Account, both joint Cash Account holders will be required to sign and return a copy of the joint Trading Reserve Letter confirming the terms upon which the Trading Reserve is granted. The Trading Reserve will not be available to you until you have satisfied the terms upon which the Trading Reserve is granted and, in the case of a joint Cash Account, we receive the joint Trading Reserve Letter signed by both joint Cash Account holders. We will then send you a Facility Letter setting out the terms and conditions that will apply to your Trading Reserve including how your credit limit is calculated.

Is there a credit limit on my Trading Reserve?

If we arrange a Trading Reserve for you it will come with a variable credit limit linked to the value of certain qualifying Investments held in your Investment Account.

This credit limit will be calculated on a daily basis in accordance with the additional terms that will be notified to you at the time that you apply for the Trading Reserve and confirmed to you in the Facility Letter, if your application for a Trading Reserve is successful.

Your Trading Reserve Facility Letter will set out everything you need to know about your credit limit. Your credit limit will generally be 50 per cent of the value of your qualifying Investments. You can always ask us to increase your ceiling limit and, again, we will consider your application in the same way as we consider your application for your initial Trading Reserve.

Please be aware that the value of the Investments in your Investment Account, and therefore your credit limit, may vary on a daily basis and you acknowledge that if there is a change in market conditions, the value of your Investments may fall, which may reduce your credit limit and may result in you exceeding your credit limit. It is your responsibility to make sure that you do not at any time exceed your credit limit, unless we have expressly authorised you to do so.

Will I pay interest on my Trading Reserve?

Yes, if you use a Trading Reserve you will pay us debit interest. The initial Debit Interest Rate will be set out in the Facility Letter and will also be set out in the Rates and Fees Page accessible through Online Banking. If you do not have access to Online Banking, please call us and we will provide you with the current Debit Interest Rate.

Do I need to make regular repayments?

No, you don't have to make any regular capital repayments. We will only ask you to repay your Trading Reserve if you exceed your credit limit or the Service is terminated.

What if you can't grant me an unarranged Reserve?

If you place an order and/or you are charged an Account Fee which, on the settlement date, would result in you exceeding the credit limit on your pre-arranged Trading Reserve and/or we can't grant you an unarranged Trading Reserve we may still settle the order and/or take the Account Fee, but we will have the right to:

- suspend at once, your right to draw upon your Trading Reserve and/or your Cash Account and take such steps as may be necessary for this purpose;
- serve you at once with a default notice requiring you to pay us the amount by which settlement of the transaction has caused you to exceed your Trading Reserve limit within the period specified in the default notice, failing which we may stop providing the Service to you and/or exercise any or all of our rights under the Terms including our right of set-off described in Part F – Section 3; and
- charge you interest at the unauthorised overdraft interest rate for the overdrawn amount, or the amount more than the credit limit on your Trading Reserve, until such time as the balance on your Cash Account is paid in full or brought back within the credit limit on your Trading Reserve.

You may also be liable to pay any other default charges for exceeding the credit limit on your Trading Reserve. We will give you at least 14 days' notice of the amount you owe for your default charges and if you do not repay in full and on time or make proposals within 14 days of the original notice for repayment within 28 days of the notice which is acceptable to us and the amount owed is not in dispute, we may tell credit reference agencies of this fact. Such credit reference agencies may record the outstanding debt on your credit file. If details of your default are given to credit reference agencies, this may make it difficult for you to get credit elsewhere in the future. Please see Part E Section 8 for more detail on how we share information with, and use information provided by, credit reference agencies.

Failure by us to exercise any of our rights described above will not constitute a waiver by us of such rights and, unless and until you have paid off the Trading Reserve or reduced the balance of your Trading Reserve, we reserve the right to exercise such rights at any time.

Section 3 – Unarranged Trading Reserve

How do I get an unarranged Reserve?

You can't request an unarranged Trading Reserve. We may treat a buy order instruction as an implied request for a Trading Reserve when you do not have enough available funds in your Cash Account to settle the buy order.

Will I pay interest on my unarranged Trading Reserve?

We will charge you interest at the unauthorised debit interest rate for the overdrawn amount, or the amount that exceeds the credit limit on your Trading Reserve, until such time as the balance on your Cash Account is paid in full or brought back within the credit limit on your Trading Reserve.

Are there any charges for an unarranged Trading Reserve?

If we agree to provide an unarranged Trading Reserve to cover a particular buy order we will provide this to you for 31 days. We may charge an arrangement fee for arranging each unarranged Trading Reserve.

If your Cash Account returns to a credit position or the Trading Reserve balance reduces and we then agree to provide you with another unarranged Trading Reserve to cover an order you have placed, we may charge you another arrangement fee.

You may also be liable to pay any other default charges for exceeding the credit limit on your Trading Reserve. We will give you at least 14 days' notice of the amount you owe for your default charges and if you do not repay in full and on time or make proposals within 14 days of the original notice for repayment within 28 days of the notice which is acceptable to us and the amount owed is not in dispute, we may tell credit reference agencies of this fact. Such credit reference agencies may record the outstanding debt on your credit file. If details of your default are given to credit reference agencies, this may make it difficult for you to get credit elsewhere in the future. Please see Section Part E Section 8 for more detail on how we share information with, and use information provided by, credit reference agencies.

Failure by us to exercise any of our rights described above will not constitute a waiver by us of such rights and, unless and until you have paid off the Trading Reserve or reduced the balance of your Trading Reserve, we reserve the right to exercise such rights at any time.

Section 4 – Financial difficulties

How will you treat me if I experience financial difficulty?

Despite our rights set out above, it is our policy to consider cases of financial difficulty sympathetically and positively. If you find yourself in financial difficulties you should let us know as soon as possible. We will try to develop a plan for you dealing with your financial obligations and will let you know in writing what we have agreed. The sooner we discuss your problems, the easier it will be for us to find a solution. The more you tell us about your financial circumstances, the more we may be able to help. If you are in difficulties, you can also get help and advice from debt counselling organisations. We will tell you where you can get free money advice. If you ask us to, we will work with debt counselling organisations, such as Citizens Advice Bureaux, money advice centres or the Consumer Credit Counselling Service.

Part E – General

Section 1 – What happens if things go wrong

How do I check that I have authorised all payments from my Cash Account and how long do I have to do this?

You must check your statements carefully as soon as they are made available to you. You must tell us at once if there is a transaction you did not authorise or if you think we have made a payment incorrectly. If you do not tell us within 13 months of the date of the payment, you may not be entitled to have any errors corrected.

Will I get a refund if I did not authorise a payment from my Cash Account?

If you tell us that you did not authorise a payment from your Cash Account we will immediately refund your Cash Account with the payment amount and any interest or charges you have paid as a result of the unauthorised payment. We will have no further responsibility to you.

However, if we reasonably suspect fraud, or that you have been grossly negligent, we will not make an immediate refund to your Cash Account but will investigate the transaction as quickly as possible.

If we do make a refund to your Cash Account but later become aware that we are not, or were not, responsible for the unauthorised transaction, we will deduct the amount of the refund from your Cash Account.

Can I get a refund if I have authorised a payment in advance but the payment amount was not available at that time?

If you authorise a payment and:

- the authorisation did not set out the exact amount of the payment; and
 - the amount of the payment exceeds the amount you could reasonably be expected to pay taking into account your earlier spending pattern, this document and all other circumstances,
- you can ask us for a refund within eight weeks of the payment being deducted from your Cash Account. We will not make a refund if you have agreed with us for the payment in question to be made and, where appropriate, details of the payment are provided or made available to you at least four weeks before the payment is deducted from your Cash Account.

You must provide us with any further appropriate information we ask for so we can decide whether we should make a refund. We will make any refund within 10 Working Days of receiving all the information we require.

Who is responsible for unauthorised payments or fraud on my Cash Account?	
Event	Who is responsible for the unauthorised payments and all losses that result from this?
You act fraudulently	You are responsible.
You let another person use your Security Details or your Cash Account	You are responsible.
You intentionally or with gross negligence do not use your telephone banking or Online Banking in accordance with these Terms	You are responsible.
You do not keep your Security Details safe	You are responsible.
You intentionally or with gross negligence do not tell us as soon as possible of the loss or theft of your Security Details, or if you suspect someone has tried to use any of them	You are responsible.
If you have purchased goods or services via Online Banking or telephone banking	We are responsible unless you have acted fraudulently.
After you have told us that your Security Details have been lost or stolen	We are responsible unless you have acted fraudulently.
If we have not provided the facilities for you to tell us that your Security Details have been lost or stolen	We are responsible unless you have acted fraudulently.
If you have asked us to make a payment and provided the correct payment details	We are responsible unless we can prove the recipient's bank has received the payment within the usual timescales for making the payment.
You have provided us with incorrect payment details	You are responsible.
Can you trace the destination of payments made from my Cash Account?	
If you request us to do so, we will make reasonable efforts to trace the destination of payments made from your Cash Account. We will provide you with any results but we cannot guarantee that we will be able to successfully trace any payment. Regardless of whether we are successful in tracing a payment, there may be a charge for this service.	

Will you make sure you comply with the Terms set out in this document about making payments?

We will try to make sure that we make payments in the way we say we will in this document.

However, there may be occasions where this may not be possible and we are not responsible if we do not comply with anything set out in this document:

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

What happens if someone gets a court order against me or my Cash Account or Investment Account?

If we receive a Court Order or an order from the Child Maintenance and Enforcement Commission we have to comply with that Order. This may mean we have to make deductions from your Cash Account which will take precedence over any payments you have instructed us to make, and accordingly these other payments may not be processed or may have to be reversed. We may refuse to act on any instructions given by you or anyone else to make payments out of your Cash Account, unless you have already got an appropriate Order from the Court.

Section 2 – Balance information and statements

When will I get a statement for my Cash Account?

We will send you a paper statement by post every six months. You will also be able to view your transactions for the last 12 months through Online Banking.

You are able to request paper statements at any time.

There may be a charge for these additional requests. Details are set out in the Rates and Fees Page. Statements will show details of the transactions that have passed through your Cash Account and the amount of Investments in your Investment Account. Trades may be shown as settled, even if the Investments or proceeds have not yet been delivered to you. Statements are subject to any future adjustments that may need to be made for any failed deliveries. The basis on which Investments shown on statements are valued by us, will be their estimated value on the statement, based on information we receive from reputable published sources.

When will I get a statement for my Investment Account?

We will send you a paper statement by post every six months.

You will also be able to view your transactions for the last 12 months through Online Banking.

You are able to request paper statements every three months.

There may be a charge for these additional requests. Details are set out in the Rates and Fees Page. Statements will show details of the transactions that have passed through your Cash Account and the amount of Investments in your Investment Account. Trades may be shown as settled, even if the Investments or proceeds have not yet been delivered to you. Statements are subject to any future adjustments that may need to be made for any failed deliveries. The basis on which Investments shown on statements are valued by us, will be their estimated value on the statement, based on information we receive from reputable published sources.

What is the difference between the balance and available balance on my Cash Account?

The balance on your Cash Account may include transactions that are still being processed and so may be subject to change. It may not include the amount of any Trading Reserve limit we have granted to you.

The available balance on your Cash Account includes the amount of cleared funds in your Cash Account together with the amount of any Trading Reserve limit we have granted to you.

Section 3 – Joint accounts

If I have a joint account do we have to give you joint instructions to make payments?

We will accept instructions from either joint account holder to make payments from a joint account. Either joint account holder can stop any payments being made from a joint account.

Do both of us have to apply for a Trading Reserve on the Cash Account?

Either joint account holder can apply for a Trading Reserve on the joint Cash Account. Joint applications need to be in writing.

What happens if I have a dispute with my joint account holder?

If you have a joint account, you can tell us at any time that we must only accept instructions from both you and your joint account holder going forward.

If we become aware of a dispute between you and your joint account holder, then we will require all instructions on the joint account to come from both of you going forward. This includes all payment instructions, including withdrawals from the account, and an instruction to close the account.

We may also suspend your use of Online Banking.

What happens if the person I hold a joint account with dies?

If one joint account holder dies, the Investments will be moved to an existing sole account or, if one is not held, a sole account will be created to hold the Investments and the joint account closed.

What happens if a joint account holder loses mental capacity?

If we receive notice that any one of you has become mentally incapable we will treat this as notice of cancellation of the authority. This means that we will only act on Investment dealing instructions and/or make payments out of your Cash Account that were authorised before we received notice until either an Attorney or Receiver is appointed to act for the person who is mentally incapable.

Section 4 – Charges for accessing the Service

What will you charge me for using the Service?

We will charge you for some of the Services we provide you. The applicable charges, including the frequency, rates and basis of the fees are set out on the Rates and Fees Page.

By opening and maintaining an InvestDirect Plus Account you authorise us to deduct any applicable charges for Services from your Cash Account. By giving us Instructions, you authorise us to deduct all charges relating to placing orders when you place an order and to deduct all charges relating to payments you receive when we receive such a payment into your Cash Account.

We may make a charge for any enquiries we receive for each payment instruction, whether made by you or another person.

We will not charge you if we have made an error of any kind.

We will advise you of the charge before we start any investigation on your behalf regarding a payment transaction where something has gone wrong.

You must also pay any applicable VAT, stamp duty, stamp duty reserve tax, other taxes and levies relevant to orders you place.

We may share fees with our Associates and other third parties where they are fees which allow, or are necessary for the provision of, carrying out transactions on your behalf. Details of any such remuneration or charging arrangements will not be set out in the relevant contract note or confirmation note, but will be made available to you if you call us.

Certain additional fees will apply from time to time in the event that you fail to comply with your obligations under these Terms.

Section 5 – Changes to the Service

Can you change the interest rates?

Yes, we can change the interest rates that apply to your Cash Accounts and we will tell you about changes as follows:

Favourable changes

If we increase the Credit Interest Rate or decrease the Debit Interest Rate (in other words, a change which is favourable to you), we will either tell you personally within 31 days or, within three Working Days, provide the details in a notice in the national press and on our updated Rates and Fees Page.

Unfavourable changes

If we increase the Debit Interest Rate or decrease the Credit Interest Rate, we will only ever do so where the change is needed for the reasons which are set out below and we will give you at least two months' personal notice in advance.

Any change in an interest rate will be implemented and calculated in a neutral manner which does not discriminate against you.

Can you change charges for the Service?

Yes, we can change the charges we ask you to pay to access the Service.

- If we increase the Account Fee, we will give you at least two months' personal notice in advance.
- If we reduce the Account Fee we will tell you personally within 30 days of the change being made.

Trading Reserve charges

- If we increase Trading Reserve charges, we will give you at least two months' personal notice in advance.
- If we reduce Trading Reserve charges we will tell you personally within 30 days of the change being made.

We can change all other charges set out in these Terms (including introducing new charges) and will tell you personally at least two months beforehand.

Can you change part of this document?

Yes, we can change the provisions of this document and any other document that makes up the Terms, whether the change is to your advantage or disadvantage. If we do so we will tell you personally at least two months beforehand.

In what circumstances will you make changes?

We will only make changes for valid reasons, for example:

- if the change is favourable to you;
- following, or in anticipation of, and to reflect a change in relevant law or regulation or to reflect a change in industry guidance or code of practice or good banking practice;
- to reflect the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar body;
- to reflect the costs or consequences of any event beyond our control that may impact our provision of accounts, services or facilities to you;
- to make the Terms clearer;
- to reflect any change in our systems and procedures, including any change arising from any reorganisation of our business as a result of it being acquired by, or by our acquiring, another bank or organisation;
- to reflect any change in the base rate, or any rate that replaces it, as set by the Bank of England or by any Bank that takes over responsibility for setting such a rate (or the equivalent rate set by the relevant country's central bank when dealing with foreign currency).
- to reflect changes or expected changes in costs associated with relevant technology, the costs we pay to others for the product in question, inflation and/or in our costs of providing accounts, services or facilities;
- to reflect any changes or expected changes in money market interest rates or the cost to us of money we lend;
- to respond to our internal policies on competitiveness, market share and/or the profitability of our business as a whole, where we are not acting dishonestly, for an improper purpose, in a manner which inappropriately discriminates against a particular customer or as an unreasonable financial institution would;
- to improve the services we provide; or
- other valid reasons for making changes which we tell you about from time to time.

Where we make a change, the change will be proportionate to the underlying reasons for the change and in accordance with Laws.

What can I do if I don't like a change you have made?

If we provide you with notice that we are going to make a change to Terms, you can ask to end the Service and close your accounts before that change takes effect, without charge.

If you do not tell us that you want to close your account, then we will assume you have accepted the change and it will take effect automatically.

Section 6 – Your general responsibilities

Do I owe you any other general responsibilities when accessing the Service?

You agree and confirm to us each time you use the Service, that:

- you are not in any way legally or otherwise restricted or prohibited from making a transaction or otherwise using the Service;
- these Terms contain your valid and legally binding obligations (and/or the obligations of the person(s) on whose behalf you are acting);

- your entering into and performance of your obligations under these Terms and each transaction under these Terms does not violate, contravene, conflict with or constitute a default under any law, regulation, rule, judgment, contract or other instrument binding on you or any of your assets (and/or of the person(s) on whose behalf you are acting);
- in using the Service you agree to be bound by the Terms;
- in accepting the Terms, we have not made, and you are not relying upon, any statements, presentations, promises or undertakings that are not contained in this document; and
- you and any other joint account holders remain resident in the UK.

You accept full responsibility for monitoring your accounts. You should tell us as soon as possible in writing if you become aware of:

- your failure to receive a message from us indicating that an order was received, rejected and/or executed or any such message becoming distorted or wrongly transmitted due to defects in the network where you use our internet service; or
- any inaccurate information in your accounts, payments, balances, records or assets or money held or transaction history.

Could I owe obligations to anyone else when using this Service?

If you buy or sell Investments during an offer period in either a target or bidder company involved in a takeover, you may be required to report details of your dealings to the Panel on Takeovers and Mergers if you own or control 1 per cent or more of the company's securities. It is your responsibility to make any such report or any similar report in analogous circumstances concerning a US company and we have no responsibility for ensuring you meet your obligations to any third party.

Section 7 – Limits of liability

To what extent will you be liable if things go wrong?

Neither we nor any of our Associates, agents or licensors or their directors, officers or employees will be liable for any losses, costs, liabilities, expenses or damage owed by you in connection with these Terms unless caused directly by our or their negligence, default or fraud or breach of regulatory requirements. To the extent that such liability arises, and save where the law provides otherwise, we will only be liable to the extent that any losses, costs, liabilities, expenses or damage result directly from such negligence, wilful default or fraud. We will not be liable for any losses we could not reasonably have expected to occur.

We will not be liable to you if we do not act on your instructions for any reason set out in these Terms or if we cannot carry out our responsibilities to you because of any cause that we or our agents or sub-contractors cannot reasonably control. This exclusion includes any losses arising from the unavailability of the relevant network to users of our internet services or data entered through or data becoming scrambled, lost or wrongly communicated in transmission. This may be due to defects in the network, direct or indirect failure of power supplies, equipment, data processing and communication systems or transmission links. This exclusion also includes any losses arising because of strike or other industrial action to the extent that such matters are outside our or their, reasonable control.

From time to time we may have to shut down our website to allow us to perform essential work on, or major upgrades to, the Service. We will make every effort to keep disruption to a minimum and to tell web users before, if such shut down becomes necessary.

Nothing in these Terms excludes or restricts any obligation we have to you under FCA Rules and/or the Financial Services and Markets Act 2000; excludes or restricts any liability we have to you under Laws; or requires you to exempt or make good any loss to us against any breach by us of such an obligation.

If any provision of these Terms is found to be invalid or ineffective, such finding will not affect any other provisions.

Any part of the service may be provided using the services of third parties, including our affiliates, who may act as agent for us on such Terms as we may agree.

We may do whatever we consider necessary, or desirable for, or incidental, to the provision of our Services.

We will not be deemed to have accepted any changes to these Terms unless we agree to them in writing.

We accept liability for any sub-custodian or nominee company that is a member of the HSBC Group. We will remain responsible for the acts or omissions of other sub-custodians to the extent of our own negligence, fraud and wilful default and as required by the FCA Rules. We will not otherwise be liable for any losses suffered and/or expenses incurred as a result of Investments or cash being held with a Clearing System.

If there is an insolvency of a Clearing System or of a sub-custodian or nominee company that is not a member of the HSBC Group, we will not be liable except to the extent of our own negligence, fraud or default.

Section 8 – Collecting, processing and sharing Customer Information

How will you use my Customer Information?

In this section, we explain how we will use Customer Information. By using the Service, you agree that we and members of the HSBC Group may use Customer Information in accordance with this section.

Will you show my Customer Information to others?

- we are legally required to disclose;
- we have a public duty to disclose;
- our, or a third party's, legitimate business purposes require disclosure;
- the disclosure is made with your consent; or
- it is disclosed as set out in this section.

How will you collect my Customer Information?

We and other members of the HSBC Group may collect, use and share Customer Information (including information about you, your transactions, your use of our products and services, and your relationships with the HSBC Group). Customer Information may be requested by us, by any member of the HSBC Group, or by a third party on behalf of us or any member of the HSBC Group, and may be collected from you directly, from a person acting on your behalf, or from other sources (including from publically available information), and it may be combined with other information available to us or any member of the HSBC Group.

How will you process my Customer Information?

We will process, transfer and disclose Customer Information in connection with the following purposes:

- a. the provision of Services and to approve, manage, administer or effect any transactions that you request or authorise;
- b. meeting compliance obligations;
- c. conducting Financial Crime Risk Management Activity;
- d. collecting any amounts due and outstanding from you;
- e. conducting credit checks and getting or providing credit references;
- f. enforcing or defending our rights, or those of a member of the HSBC Group;
- g. our internal operational requirements or those of any member of the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes);
- h. maintaining our overall relationship with you (including, if you agree, marketing or promoting financial services or related products, and market research); and
- i. verifying your identity.

How will you share my Customer Information?

By using the Service, you agree that we may, as necessary and appropriate for the Purposes, transfer and disclose any Customer Information to the following recipients globally (who may also process, transfer and disclose such Customer Information for the Purposes):

- a. any member of the HSBC Group;
- b. any sub-contractors, agents or service providers of the HSBC Group (including their employees, directors and officers);
- c. any Authorities, in response to their requests, or where you have provided us with false or inaccurate information and Financial Crime is detected;
- d. persons acting on your behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by us for you);
- e. any party to a transaction acquiring interest in, or assuming risk in, or in connection with, the Services;
- f. other financial institutions, fraud prevention organisations, trade associations, credit reference agencies or credit bureaux, and debt recovery agents;
- g. any third party fund manager who provides asset management services to you;
- h. any introducing broker to whom we provide introductions or referrals;
- i. any third party in connection with a transfer, disposal, merger or acquisition of business by us or any member of the HSBC Group;
- j. a card processing supplier where you require card services; and
- k. selected third parties for marketing purposes, where you have consented to marketing,

wherever located, including in jurisdictions which do not have data protection laws providing the same level of protection as the jurisdiction in which the Services are supplied. Whether it is processed in a home jurisdiction or overseas, in accordance with data protection legislation, Customer Information will be protected by a strict code of secrecy and security to which all members of the HSBC Group, their staff and third parties are subject to.

What are my obligations regarding my Customer Information?

You agree to inform us at once, and in any event within 30 days, in writing, if you become aware of any changes to Customer Information supplied to us or a member of the HSBC Group from time to time, and to respond at once to any request from us or a member of the HSBC Group.

You must make sure that every Connected Person whose information (including Personal Data or Tax Information) you (or anyone else on your behalf) provided, or will from time to time provide, to us or a member of the HSBC Group has been notified of and agreed to the processing, disclosure and transfer of their information as set out in these Terms before their information is provided. You must at the same time advise them that they have rights of access to, and correction of, their Personal Data.

Where:

- you fail to provide, at once, Customer Information that we reasonably request, or
- you withhold or withdraw any consents that we may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
- we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,

we may:

- a. be unable to provide new, or continue to provide all or part of the, Services to you and reserve the right to terminate our relationship with you;
- b. take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and/or
- c. block, transfer or close your account(s) where permitted under local Laws.

In addition, if you fail to supply, at once, your, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then we may make our own judgment with respect to your status, including whether you are reportable to a Tax Authority, and we or other persons may withhold amounts where legally required by any Tax Authority and pay such amounts to the appropriate Tax Authority.

Section 9 – Accessing your information

Can I request copies of my personal records?

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

Section 10 – Credit referencing and fraud prevention

How will you use credit reference agencies?

If you apply for a current account or credit, we may use details of your credit history to assess your ability to meet your financial commitments. The credit reference agencies will record details which will form part of your credit history whether or not you go ahead with your application. If you make several applications within a short period of time this may temporarily affect your ability to get credit. We may share details of how you manage any current accounts or borrowing from us with credit reference agencies.

If we make demand for repayment following default and you fail to repay the full amount due or to make and keep to acceptable proposals for repayment within 28 days, we may (without any genuine dispute about the amount owed), register the default with the credit reference agencies. This may affect your ability to get further credit.

If you make a joint application for a current account or credit, an association linking your financial records with those of your fellow applicant(s) will be created by the credit reference agencies. The credit history of your 'associates' may be taken into consideration in any future application for credit. The association will continue to link your credit histories unless and until you successfully file a 'notice of disassociation' with the credit reference agencies.

Further details on credit scoring and explaining how information held by credit reference agencies and fraud prevention agencies may be used is set out in a leaflet entitled "Credit Scoring, Credit Reference and Fraud Prevention Agencies" available on our website hsbc.co.uk or by contacting us.

Section 11 – Website and email personalisation

What do I need to know about using my computer or other devices to access the Service?

When you use a computer or other device to access websites operated by or on behalf of the HSBC Group and associated third parties, information may be stored and accessed on that device:

- to improve your experience;
- to improve the functionality, security and performance of those websites;
- to provide you with promotional content; and/or
- to provide us with information about how those websites are used and how users arrive at those websites.

In the event that you receive emails sent by or on behalf of the HSBC Group, such emails may contain technologies to track for market research purposes whether you opened those emails and whether you accessed internet links contained within those emails. You agree to information being stored, accessed and used in this way.

Members of the HSBC Group may also exchange, analyse and use relevant information about you in the ways described above to make sure that promotional content displayed to you on screen when you use HSBC Group websites is more likely to be relevant and of interest. Further information is available on our cookie policy, and site terms and privacy statement at our website hsbc.co.uk.

Section 12 – Further information and marketing

Is there anything else I need to know about how you'll use my information?

To make sure that we carry out your instructions accurately, to help us to improve our service and in the interests of security, we may monitor and/or record your communications with us including telephone calls and conversations we have with you in our branches. In the interests of security and for preventing and investigating crime, we may use closed-circuit television in and around our premises for the monitoring and collection of sound and/or visual images. Any recordings remain our sole property.

We may make and retain copies of passports, driving licences or other identification evidence that you provide.

We will get your written consent before providing a banker's reference about you, however, if we receive a request from another financial services institution we will provide information required to verify your identity for money laundering prevention purposes.

If you change your mind at any time about receiving marketing information via post, telephone, email or any other method, or about participating in market research, then please let us know.

Section 13 – Market Data

Do I owe any responsibilities for using Market Data?

The Market Data provided to you is provided by various third party sources referred to as Market Data Providers. By using the Market Data, you acknowledge and agree that:

- Market Data is provided solely for your individual use and may not be used in connection with the issuance, trading, marketing or promotion of investment products without a separate written agreement between you and the Market Data Provider who owns it. You may not copy, distribute or redistribute the Market Data, including by caching, framing or similar means, or sell, resell, re-transmit or otherwise make the Market Data available in any manner to any third party. You may not store the Market Data for the purposes of creating a historical database or historical data product; and
- Market Data is and will remain the property of the respective Market Data Providers. At any time, the Market Data Providers may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and transmission speed and you will not hold the Market Data Providers or us liable for any resulting liability, loss or damage.

This section is for the express benefit of the Market Data Providers and they may enforce these provisions against you.

This section will remain in effect for as long as you have the ability to receive Market Data and will survive termination of the Service.

The Market Data is provided 'as is' and there may be delays, omissions or inaccuracies in it. We, the Market Data Providers and our and their respective employees, affiliates and agents cannot and do not guarantee the accuracy, completeness, timeliness, merchantability, fitness for a particular purpose, title or non-infringement of the Market Data and disclaim any such express or implied warranties, to the fullest extent permitted by law.

Neither we nor the Market Data Providers, and our respective and their affiliates and agents, will be responsible for any delays, losses, costs, damages or expenses you suffer if they are caused by events outside our reasonable control. These might, for example include such things like strikes or natural disaster. We will however wherever possible remedy such a situation as soon as we reasonably can.

You acknowledge and agree that we are not an agent of NASDAQ Stock Market, Inc.

Section 14 – Transfers

Can you transfer your rights under these Terms to another firm?

We can transfer all of our rights in your accounts to someone else.

We can transfer all of our obligations in your accounts but only to someone we reasonably consider capable of performing them equally as well as us and who is authorised or recognised by our regulators as being able to accept deposits and provide the Service.

Can I transfer my accounts to someone else?

You cannot transfer any of your rights and obligations in your accounts, or your account themselves, to anyone else.

Part F – Ending the Service

Section 1 – How you end the Service

Does a cooling off period apply to the Service?

Yes, you have a right to cancel your agreement to receive the Service without penalty and without giving any reason, within 14 days, beginning on the later of: (i) the day when you receive this document; and (ii) the day when we have opened your Investment Account and your Sterling Cash Account (either way, this is the cooling off period). You may exercise your right to cancel by writing to us at HSBC InvestDirect, PO Box 716, Forum 1, The Forum, Parkway, Whiteley, Fareham PO14 9QD.

What will happen if I ask to cancel?

You won't be able to cool-off from any transactions you have entered into where the price depends on fluctuations in the financial market place. For example, we won't let you cancel any buy orders you've placed but which haven't yet settled. If we let you do this, you could benefit from price fluctuations. For example, if you ask us to cancel the Service in the interval between placing a buy order for an Equity Investment and settlement of that order, you could make a profit in circumstances where the price of the Equity Investment decreased.

If you ask us to cancel the Service, we will, subject to the exceptions set out in this section, give you all your money back together with any interest it has earned less any money due to us at the time you cancel the Service. We will do this by using our reasonable endeavours to arrange for the Investments in your Investment Account to be transferred from the relevant nominee company's name to your name (or someone else's if you ask us to). Where we can't transfer the Investments into your name, we will sell the Investments in the market with a view to achieving the Best Possible Result. With the sale proceeds, we will then:

- deduct any costs incurred in selling the Investments;
- combine the balance of the proceeds with the credit or debit balance of your Cash Accounts; and
- if there is any money left, credit it to the bank account you hold with us; or
- if the above steps result in a negative amount, debit that amount against the balance of the bank account you hold with us.

How can I end the Service after the cooling off period?

After the cooling off period has ended, you can ask to end the Service at any time by calling us. For joint accounts this needs to be in writing.

What will happen when the Service ends?

When the Service ends, provided we have sufficient information from you, we will transfer the Investments held in your Investment Account to you (or, in the event of your death, your personal representatives), or to other brokers or charity institutions in accordance with any written Instructions you give. In the case of a joint account, we will only transfer the Investments held in the Investment Account on the written Instructions of both joint account holders.

When you exercise your rights to end the Service we will treat any outstanding order as having been cancelled and terminated.

You must repay any money owed to us including, without limitation, any charges arising from carrying out the transactions required to transfer your Investments as you direct as detailed in the Rates and Fees Page. If, after ending the Service: your Trading Reserve is negative; any Account Fee(s) are owed; and/or we pay for any outstanding Investment transactions you have made or incur any charges relating to these, you agree to repay us these amounts in full. If you do not, we may without notice:

- arrange the sale of Investments to realise funds to cover any outstanding amount owed to us;
- take any action necessary to cover your liabilities under any trade. This may include but is not limited to: (i) closing out, replacing or reversing any transaction; or (ii) taking or refrain from taking, such other action as we consider necessary or appropriate to cover liability for any positions or commitments you may have through our Service;
- combine, consolidate or merge all or any of your accounts with us (and, where relevant, the HSBC Group) and set-off any sum outstanding in any such account towards the satisfaction of any liabilities you owe to us in accordance with Part F Section 3 below; and
- convert any relevant foreign currencies at our prevailing rates of exchange, in which case this section will apply to any such converted amounts.

Section 2 – How we end the Service

When will you end the Service immediately?

We can stop providing the Service to you and close your accounts at once in any of the following situations:

- if you have seriously and persistently breached any of your obligations under the Terms;
- you default on your obligations to make repayments in connection with your Trading Reserve and you fail to rectify your default after a period of reasonable notice or as otherwise provided in the Trading Reserve section;
- there has been, or we suspect there has been, Financial Crime involving any of your accounts with us or any transactions on any of your accounts;
- if there has been, or we suspect there has been, suspicious activity on your accounts;
- if there is behaviour on your accounts which we believe to be inappropriate for a retail customer;
- if we have reasonable grounds for believing you have committed or are about to commit a crime in connection with the Service;
- if you have not satisfied any anti-money laundering requirements;
- there is a change in law or regulation that requires us to do so;
- you are no longer eligible for the Service;
- you have given us false information in connection with your accounts (for example, in your application);
- you or any joint account holder is not, or is no longer, resident in the UK;
- you close the personal current account you hold with us or you choose to switch to another bank using the current account switch service and do not retain another eligible account with us; or
- your account(s) are being or have been used illegally or if we reasonably believe that your conduct will adversely affect the ability of our other customers to trade or the terms on which they trade (for example, if you were to deal repeatedly in many small lots, rather than one large lot so the market maker refuses to deal, or will only deal, at a less favourable price in the future).

We will give you notice in writing as soon as your accounts have been closed.

When will you end the Service on notice?

We may stop providing the Service and close your accounts for any reason by giving you at least two months' written notice.

What will happen when the Service ends?

When we exercise our rights to end the Service, we may without notice:

- treat any outstanding order as having been cancelled and terminated;
- arrange the sale of Investments to realise funds to cover any outstanding amount owed to us;
- take any action necessary to cover your liabilities under any trade. This may include but is not limited to: (i) closing out, replacing or reversing any transaction; or (ii) taking or refrain from taking, such other action as we consider necessary or appropriate to cover liability for any positions or commitments you may have through our Service;
- combine, consolidate or merge all or any of your accounts with us (and, where relevant, the HSBC Group) and set-off any sum outstanding in any such account towards the satisfaction of any liabilities you owe to us in accordance with Part F Section 3 below; and
- convert any relevant foreign currencies at our prevailing rates of exchange, in which case this section will apply to any such converted amounts.

Will I have to pay you anything else if I default?

If you default in paying any amount due when using the Service, including any Account Fees, interest and associated administrative and recovery costs will be payable by you on demand.

What happens if I can no longer meet the Eligibility Criteria?

If you no longer meet the eligibility criteria, you must tell us within five Working Days. If you don't we will consider that a breach of the Terms and we may exercise our rights to end the Service set out in Part F Section 3.

What happens if I can no longer meet the eligibility criteria because I used the Current Account Switch Service?

If you switch your personal current account you hold with us using the current account switch service we may take steps set out in Part F Section 3.

Section 3 – Set-off (using money or Investments in one account to meet a debt on another account)

What does "set-off" mean?

If you:

- have money in a sole or joint account with us or Investments in your Investment Account; and
- default in paying any amount due when using the Service or otherwise owe us money on another sole or joint account (this could be an overdraft, loan, credit card or any other credit product),

we can use the money and/or Investments you have with us through one service we provide to reduce or repay the amount you owe us under a different service.

This is our right of set-off.

How can you use your right of set-off?

We can use our right of set-off in the following way:

Account in credit held in the name of:	Right of set-off can be applied against amounts owed on accounts held by
You	You
You	You and another
You and another	You and another
You and another	You
You and another	The other joint party

Can you use your right of set-off on accounts in the UK only?

Unless prevented by law, we can use our right of set-off for any sole or joint accounts that you hold with any HSBC Group company anywhere in the world.

Are there any situations when you cannot use your right of set-off?

We will not use our right of set-off:

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

Will you tell me before you use your right of set-off?

If we are considering using our right of set-off, we will provide you with general information about our rights and the circumstances when we may use our right of set-off in advance, and we may (and if you authorise us to), convert to Sterling any balance that is in a currency other than Sterling at the HSBC exchange rate that applies at the time.

Section 4 – Dormancy

What will you do if I stop using my account without telling you?

If for a 24 month period you hold no Investments, have not given us any Investment dealing instructions and have a cash balance below £10 and you have no other sharedealing accounts in the same name we will mark your account as dormant. If there is no activity for a further 12 months we may close your account. We will take this action to protect both you and us. If you ask us we will tell you how you can access your accounts either directly or via the British Bankers' Association, the Building Societies Association or National Savings and Investments dormant account scheme. If you have money in a dormant account, it will remain your property (or if you die it will form part of your estate). Dormant accounts will not be charged an Account Fee. If you have an Investment Account which ceases to be dormant we will write to you to confirm that your account is no longer dormant and giving you one month's advance notice that you will be charged an Account Fee.

General Information

How do I make a complaint?

If you are unhappy in any way with our products and services then please let us know. When we get your complaint, we will issue you with an acknowledgment letter which includes details of our complaint handling process entitled 'Listening to your comments', which explains how we will handle your complaint.

A written copy of our complaint procedures is available on request.

If we cannot resolve your complaint in the first instance, you can refer it to:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 or to call from abroad +44 20 7964 0500

Email: complaint.info@financial-ombudsman.org.uk

Website: <http://financial-ombudsman.org.uk/contact/>

The Financial Ombudsman Service will generally review complaints from retail customers. However, their criteria for reviewing complaints may mean that even if you have been categorised by a provider of products and services as a retail client, they may not regard you as an eligible complainant.

Complaining to the ombudsman will not affect your legal rights.

We offer many services for our disabled customers. For more information call us on 03457 404 404 (textphone 03457 125 563).

Lines are open 8am to 10pm every day (except Christmas Day, Boxing Day and New Year's Day) in the UK or 03456 006 161 (textphone 03457 125 563). To help us continually improve our service and in the interests of security we may monitor and/or record your telephone calls.

We take part in the unclaimed assets scheme. If there has been no activity from you on your Cash Account for at least the last 15 years, we may transfer any money in your Cash Account to the unclaimed assets scheme at Reclaim Fund Limited. We will tell you at least 30 days before we do this. We will then close your Cash Account. You will still have the right to your money after it has been transferred to the unclaimed assets scheme – you should ask us for information about how to get your money back.

If we allow you some extra time to meet your obligations in these Terms or do not use some of our rights, this does not mean that we will do so again.

If there is any conflict or inconsistency between any of these Terms and those in any other service, product, business relationship, account or agreement between you and us, these Terms shall prevail. Any consents, authorisations, waivers requested by us or any member of the HSBC Group, and permissions that already exist from you in relation to Customer Information shall continue to apply in full force and effect, to the extent permissible by applicable local law.

If all or any part of the provisions of these Terms become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of these Terms in that jurisdiction.

These Terms shall continue to apply notwithstanding their termination, any termination by us or a member of the HSBC Group of the provision of any Services to you or the closure of any account.

If you opened your account(s) in the UK (but not Scotland), the laws of England and Wales apply to these Terms and how we dealt with you before we opened your account(s).

If you opened your account(s) in Scotland, the laws of Scotland apply to these Terms and how we dealt with you before we opened your account(s).

These Terms are in English and any communications we send to you will be in English.

Nothing in these Terms will reduce your statutory rights including your rights relating to misdescribed accounts, the fairness of terms on which they are provided to you, any rights you may have to close your Account and/or claim compensation. For more information about your statutory rights contact your local Trading Standards Department, the Office of Fair Trading or the Citizen's Advice Bureau.

Is HSBC a member of any compensation schemes?

HSBC Bank plc is covered by the Financial Services Compensation Scheme (FSCS). You may be eligible to compensation from the scheme if you have a valid claim against us in respect of investment business and we cannot meet our obligations. Most types of investment business are covered up to a maximum limit of £50,000 per person. Your eligible deposits (including cash balances in your cash account) are covered separately by the FSCS. The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to the current FSCS limit for deposits. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, each depositor would have a separate claim up to the FSCS deposit limit and so the maximum amount that could be claimed in total would be twice the current FSCS deposit limit. The FSCS deposit limit relates to the combined amount in all the eligible depositor's accounts with the bank, including their share of any joint account, and not to each separate account.

First Direct and HSBC are both trading names of HSBC Bank plc and customers who hold deposits under both trading names will only be eligible for one claim of up to the FSCS deposit limit in total. For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please refer to the FSCS website www.fscs.org.uk or call the FSCS on 0800 678 1100 or 020 7741 4100.

Please note only compensation related queries should be directed to the FSCS.

How are we authorised and regulated?

HSBC Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority's contact address is at 25 The North Colonnade, Canary Wharf, London E14 5HS and the Prudential Regulation Authority's address is the Bank of England, Threadneedle Street, London EC2R 8AH.

HSBC Bank plc is also registered with the Jersey Financial Services Commission, the Guernsey Financial Services Commission and the Isle of Man Financial Supervisions Commission for banking and investment business.

HSBC Bank plc is established at 8 Canada Square, London E14 5HQ, which is its registered office. Company House number: 00014259

Are there any particular risks I should be aware of?

Yes, Investment dealing is risky and we have set out key risk factors in Annex A to this document. Please consider these risk factors carefully.

Annex A: Important information about Investment dealing

Nature of shareholding

When you buy a share (defined in this document as an Equity Investment), please be aware that the share is an instrument representing your rights as a shareholder in the relevant company. When purchasing a share, you are, through our nominee company, becoming a co-owner of the company. This means that you participate in the company's development as well as in chances for profits and losses. This makes it difficult to forecast the precise yield on such an Equity Investment. In an extreme case, the company could become insolvent, eroding your total sums invested.

Key risks associated with Equity Investments

The value of your Investments and the income from them can go down as well as up and you may not get back the amount you originally invested. This may also happen as a result of changes in the rate of exchange where overseas securities or securities denominated in a currency other than Sterling are held. Any Investment should be considered as a medium to long term investment (in other words, at least five years). Past performance is not an indication of future performance. There is an extra risk of losing money when Investments are bought in some Alternative Investment Market (AIM) including penny shares. There is a big difference between the buying price and the selling price of these shares. If they have to be sold immediately, you may get back much less than you paid for them. The price may change quickly and it may go down as well as up.

Key risks associated with Debt Investments

You should also specifically bear in mind the following risk factors which are relevant to investing in fixed interest securities such as gilts (defined as Debt Investments in this document). Like all investments available including those available through the Service, the value of your gilts and the income from them can go down as well as up and you may not get back the amount you originally invested. If you purchase gilts above par value and hold them to redemption, you will receive less than you paid for them.

Key risks associated with Fund Shares

You should also specifically bear in mind the following risk factors which are relevant to investing in regulated collective investment schemes such as Funds. By holding Fund Shares, you are indirectly investing in a wide range of different companies. Although this should spread risk, any investment in the stock market involves risk and you should view your investment as medium to long term. Typically this means five to 10 years for medium term and over 10 years for long term Investments.

Tax considerations

From 6 April 2016, HMRC made changes to the way that both interest and dividends are taxed. As a result, all credit interest on your portfolio will be paid gross and will contribute towards your Personal Savings Allowance (PSA), if applicable. Dividends will also be paid gross and will contribute towards your Dividend Allowance. If you exceed your allowances, it's your responsibility to declare this to HMRC. For further information on your allowances and responsibilities please visit www.gov.uk

In addition, any growth in the value of an investment may be subject to capital gains tax if your total capital gains (less allowable losses) from all sources exceeds your annual exemption limit. This information is based on our understanding of current law and HMRC practice. Both

law and practice may of course change. Your tax liability will depend on your own individual circumstances, including your country of residence for tax purposes. If you are unsure about your own situation, you should seek appropriate professional advice.

Corporate Actions

Where a Corporate Action takes place which we believe will affect the price of Equity Investments, we will use reasonable endeavours to contact you to advise you that corporate actions may trigger any market or Limit Order you may have placed with us.

Fund operators

Fund operators may ask you to provide additional information and documents regarding proof of identity and other information required by relevant money laundering laws. You will provide us with such information as may be necessary to comply with such requirements and you acknowledge that the Fund operators reserve the right to refuse applications for Fund Shares and that we will have no liability for the consequences of not being able to place an order due to the fact that the operator has refused the application.

Annex B: Important information about using our website

Using our website: disclaimer of warranty and limitation of liability

Our website is intended for use by retail customers and not for professional purposes. By accessing our website, you represent that you are using it for such purposes. We reserve the right to terminate your access if this is not the case. Nothing in our website constitutes a solicitation or recommendation by us or any other person to buy, sell or hold any security, financial product or financial service or otherwise for the purpose of making a public offer of the same. The information on our website is provided as-is. The information on our website is obtained or compiled by third parties and provided by us in good faith. Although it is provided by us in good faith, we cannot be responsible for its accuracy; however, if we become aware that such information is incorrect, we will change it as soon as we are able to. The information available on our website is subject to change without notice. We expressly disclaim any obligation to keep the information on our website up to date, free of errors or viruses or to maintain uninterrupted access. We may stop producing or updating any part of our website without notice. Access to and use of our website is at your own risk. We do not warrant that the use of our website or any material downloaded from it will not cause damage to any property, including but not limited to loss of data or computer virus infection.

Execution-only

The Service is an execution-only service. This means that we are not required to assess the suitability of the Service for you and the protection offered by the FCA on assessing suitability does not apply to the Service. Nothing on our website or in other documentation provided to you constitutes investment, legal, accounting, or tax advice, nor a representation that any investment or strategy is suitable or appropriate to your individual circumstances. Before entering into a transaction in respect of an Investment referred to on our website or otherwise, you should consult your own investment advisors as to its suitability for you. We bear no responsibility or liability for your use of any third party vendor's software, products, services or equipment in connection with your access and use of our website.

Access

The website is intended only for customers who reside and are present at the point of access, in the UK. This is to ensure that usage is in accordance with local Laws and Regulations.

Liability

In no circumstances will we be liable for any decision made, action or inaction taken by you in reliance on any information or data on our website.

Reservation of rights

All content and information contained within our website or delivered to you in connection with your use of our website is our property (or, where applicable the property of other third parties). The trade mark, trade names and logos (the Trade Marks) used and displayed on our website or otherwise are registered and unregistered trademarks of ourselves and other third parties. Nothing on our website or otherwise should be construed as granting any licence or right to use any trade mark. We do not waive any of our proprietary rights in our website. You are entitled to view, copy and print documents from our website solely for your own non-commercial use, provided that you do not remove any copyright or other proprietary notices. You may not sell, publish, reproduce, sublicense, assign, modify or change (by use of an HTML 'frame' or otherwise) any portion of our website or any content and information contained within our website without our prior written consent.

Using links

Should you leave our website via a link contained in our website and view content that is not provided by us, you will do so at your own risk. We provide links only as a convenience and without liability. The ability to link to another website and the fact that a link exists does not mean that we endorse or guarantee such site, the site sponsor or the site contents. In addition, be aware that when you leave our website you will be subject to the Terms of use and privacy policies of the new website which you are visiting.

Cookies

In order to improve your use of our site, we use 'cookies' to track your visit. A cookie is a small amount of data that is transferred to your browser by a web server. It functions as your identification card. We use cookies to track your visits to our website.

Annex C: Best Execution Disclosure Statement

Purpose and scope

This Best Execution Disclosure Statement provides a summary of the steps we will take to achieve the Best Possible Result for your orders, taking into account the factors set out below, under our Execution Policy.

Best execution factors

When executing your orders, we will take all reasonable steps to achieve the Best Possible Result on a consistent basis, taking into account a range of factors which include: price; cost; speed; likelihood of execution and settlement; size; nature; or any other consideration relevant to the execution of your orders. Price and execution costs will be paramount although other factors such as the type of order, the type of Investment and the choice of Execution Venue will also be considered where necessary to achieve the Best Possible Result.

Execution venue

In most cases, we, HSBC Bank plc, acting through our business division HSBC Global Banking and Markets will be the Execution Venue for orders. In such circumstances, we will execute the deal for you by entering into the deal on our own account (as principal), and entering into another deal with you, either matching or improving upon the execution price available from an alternative Execution Venue (for example, The London Stock Exchange in respect of UK Equity Investments). In other cases, we will choose another Execution Venue. US orders are carried out by HSBC Bank plc using HSBC Securities (US) Inc. as its intermediary.

The table below shows the Execution Venues on which we place significant reliance. This list is not exhaustive and we may use other Execution Venues from time to time. You agree to us executing your orders outside a Regulated Market or Multilateral Trading Facility.

Financial Instruments	Execution Venue
UK and European Equities	HSBC Bank plc (acting by its division HSBC Global Banking and Markets).
UK, European and US Bonds	HSBC Bank plc will execute as agent (or principal if executed through HSBC) through a pool of HSBC approved market makers and any selected multilateral trading facility, typically sourcing the best price from Barclays Bank, Deutsche Bank, HSBC Global Banking and Markets, Lloyds Bank and Winterflood Securities.
US Equities	HSBC Securities (US) Inc. will execute as agent on AMEX, NASDAQ, NYSE and any selected multilateral trading facilities.
Unit Trusts and OEICs	The Manager/Authorised Corporate Director of the relevant unit trust/OEIC.

Limit Orders

Where you have placed a Limit Order in an Equity Investment admitted to trading on a Regulated Market, and the Limit Order is not immediately executed under prevailing market conditions; we will make your Limit Order public to ensure that it is executed at the earliest opportunity, unless you instruct us otherwise.

There is no requirement for a Limit Order to be made public if it involve Shares which are not admitted to trading on a Regulated Market, or if it is significantly large in scale compared with the normal Market Size.

Specific instruction warning

We will only execute your instruction as set out within these Terms and we will process your order in accordance with our Execution Policy. We are not able to accept any additional specific instructions you give us as to how to execute an order e.g. to use a specific broker.

Effective date, review, amendments and monitoring

Our Best Execution Disclosure Statement is reviewed at least annually. Where necessarily we may amend it, in the event a material change has occurred, which includes changes to the list of Execution Venues on which we place significant reliance. We will inform you of any changes either in writing or by publishing the amended Best Execution Disclosure Statement on our website. We will also monitor our effectiveness in achieving best execution of our orders on a regular basis.

Annex D: Our Conflicts of interest policy

Application

The HSBC Group is a global organisation which provides a wide range of financial services. As such, it, or a company with whom it has an association, may from time to time have interests which conflict with its clients' interests or with the duties that it owes to its clients. These include conflicts arising between the interests of HSBC, its Associates and employees on the one hand and the interests of its clients on the other and also conflicts between clients themselves.

Policies and procedures

We have established procedures which are designed to identify and manage such conflicts. These include organisational and administrative arrangements to safeguard the interests of clients. A key element of this policy is that persons engaged in different business activities involving a conflict of interest must carry on those activities independently of one another.

Flow of information

Where necessary, we maintain arrangements which restrict the flow of information to certain employees in order to protect its clients' interests and to prevent improper access to client information.

Principal dealings

We may also deal as principal for our own account and may be matching transactions with another client. Procedures are in place in order to protect the client's interest in this instance.

Disclosure of conflicts

In some cases, our procedures and controls may not be enough to make sure that a potential conflict of interest does not damage a client's interests. In these circumstances, we may consider it appropriate to disclose the potential conflict to the client and get the client's formal consent to go ahead. However, HSBC may decline to act in any circumstance where there is residual risk of damage to the interests of any client.

Further questions

You may have further questions which relate to the underlying procedures within HSBC. In such cases you should contact us.

Need to contact us?

Phone

Call us on 03456 08 08 48 (or +44 1226 261090 from abroad)

Textphone: 03456 08 88 77

Our opening hours are:

Monday to Friday: 7.30am to 9.30pm (excluding Bank Holidays)

Saturday: 10am to 4pm

Sunday: Closed

Post

You can post Investment transfer requests, queries, comments and suggestions to us at:

HSBC InvestDirect

PO Box 716

Forum 1,

The Forum

Parkway,

Whiteley

Fareham

PO14 9QD

Please note: always send valuable documents to us, such as share certificates, by special delivery.

Online Banking

If you are registered for Online Banking, you can also contact us by sending us a secure e-message.

To make sure we carry out your instructions accurately, to help us to continually improve our service and in the interest of security, we will record and may monitor and/or record, and keep records of all communications we have with you

Accessibility

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

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

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

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