

# **MyMoney and HSBC Premier Family**

Terms and Conditions

**With effect from 16 September 2016**

## Contents

Clause	page
1. Opening an account	9
2. Different types of payment into and out of your account(s)	9
3. Information you need to provide when you make a payment	10
4. Online Banking and the HSBC Mobile Banking App	11
5. Telephone Banking Service (TBS)	11
6. Branch	12
7. Self-service machines	12
8. Post	12
9. Debit cards and self-service machines	13
10. Important Security Information	14
11. When payments will and will not be made by us	17
12. Payments from your Premier MySavings account or MySavings account – Authority from your parents or legal guardians	18
13. International Payments	18
14. Interest	19
15. Charges for payments/services and for enquiries about an instruction	19
16. Cut-off times, execution times and when you can cancel an instruction to make a payment	19
17. Internal Transfers, Bill Payments (Including Faster Bill Payments), Electronic Funds Transfers, Currency Account Transfers, Priority Payments, Worldpay payments and Standing Orders	20
18. Direct Debits	21
19. Debit card payments	21
20. Cash withdrawals	23

21. Cash payments in	23
22. Cash withdrawals and cash and cheque payments in at Post Office® branches	24
23. Cheques	24
24. Statements	27
25. Fraud prevention	28
26. Responsibilities	29
27. Changing the terms – General Information	32
28. Interest rates changes that apply to money you have with us in your account(s)	32
29. Changes to additional benefits/services that are not related to payments	32
30. Other changes to the terms and benefits	32
31. Reasons for making changes	33
32. Other reasons for making changes to the terms	33
33. What you can do when we tell you about a change	33
34. Ending this contract and closing your account(s)	34
35. General	36
36. Your Information	40
General Information	43
Complaints	44

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These MyMoney and HSBC Premier Family Terms and Conditions (the “MyMoney and HSBC Premier Family Terms”) apply to:

- Premier MySavings accounts, Premier MyAccounts and Premier Family Savings accounts (the “Premier Family Terms”), and
- MySavings accounts and MyAccounts (the “MyMoney Terms”).

Where we refer to details of benefits that you’ll receive with our accounts below, these benefits come with the accounts and the accounts cannot be purchased separately without these benefits.

Your agreement for your Premier MySavings account, Premier MyAccount, Premier Family Savings account, MySavings account and/or MyAccount consists of the MyMoney and HSBC Premier Family Terms and any Additional Conditions (the MyMoney and HSBC Premier Family Terms and any Additional Conditions are together the “Terms”).

Additional Conditions include the following (as applicable to your account(s)): 1) all interest rates that apply to your Premier MySavings account, Premier MyAccount, Premier Family Savings account, MySavings account and/or MyAccount; and 2) any other terms that we provide to you that apply to your Premier MySavings account, Premier MyAccount, Premier Family Savings account, MySavings account and/or MyAccount.

The MyMoney and HSBC Premier Family Terms are also a framework contract for payment services on your account(s).

If any Additional Conditions contradict the MyMoney and HSBC Premier Family Terms, then the Additional Conditions will apply. In the Terms:

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

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

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

“**branch(es)**” means branch(es) of HSBC Bank plc in the United Kingdom, Channel Islands and the Isle of Man;

“**Compliance Obligations**” means obligations of the HSBC Group to comply with: (a) Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring us to verify the identity of our customers;

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

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

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

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

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

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

“**Express Bank machines**” means the self-service machines, where available in branches, that offer day-to-day banking services in addition to the services that are available at ATMs;

“**Faster Bill Payment**” means a Bill Payment made in accordance with clause 24.6.3;

**“Faster Payments”** means the clearing scheme within the UK which many banks participate in and which supports the timely transfer of payments;

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

**“Financial Crime Risk Management Activity”** means any action to meet Compliance Obligations relating to the detection, investigation and prevention of Financial Crime. This may include (i) screening, intercepting and investigating any communication, application for Services or any payment, whether sent to or by you or on your behalf, (ii) investigating the source of or intended Recipient of money, (iii) combining Customer Information with other related information in the possession of the HSBC Group and/or (iv) making further enquiries as to the status of a relevant person or entity, whether they are subject to a sanctions regime or confirming their identity or status;

**“Foreign Cheque”** means either a cheque in a foreign currency drawn on a bank anywhere or a sterling/euro cheque drawn on a bank abroad;

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

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

**“IBAN”** is an international standard for identifying account numbers that facilitates international payments;

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

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

**“Non-Sterling Cash Fee”** means a charge for using an ATM to withdraw any currency that is not Sterling;

**“Non-Sterling Transaction Fee”** means a currency conversion fee for making a purchase or withdrawing cash in a foreign currency;

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

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

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

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

**“Recipient”** means the person receiving the money being paid (this may be another person or it may be you if you are sending a payment to another account you have or if you are withdrawing cash);

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

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

**“Services”** means (a) the opening, maintaining and closing of your accounts with us, (b) providing you with credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining our overall relationship with you, including marketing services or products to you, market research, insurance, audit and administrative purposes;

**“Special Presentation”** means we’ll post a cheque to the bank it’s drawn on and they confirm whether the cheque will be paid;

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

**“SWIFT Business Identifier Code”** is a unique international bank sort code used to clearly identify a specific bank worldwide;

**“Tax Authority”** means UK or foreign tax, revenue or monetary authorities (for example, HMRC);

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

**“TBS”** means our Telephone Banking Service;

**“UK”** means England, Scotland, Wales and Northern Ireland;

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

**“we”, “us”, and “our”** mean HSBC Bank plc;

**“Working Days”** means Monday to Friday, except public holidays; and

**“you” and “your”** mean the account holder.

Your Premier MySavings account, Premier MyAccount, Premier Family Savings account, MySavings account or MyAccount should not be used for business purposes. No third party will have any rights under the Terms, other than to the extent parents/legal guardians are given rights under the Terms. The Terms apply to you and us only, other than clause 36.9, which applies to your parents/legal guardians if you have a MyAccount or a MySavings account, or to your parent/legal guardian named as the Premier customer for your account (please see clause 1.6 for more details about who is your named parent/legal guardian), and clause 36.10, which applies to your parent/ legal guardian named on the Premier MyAccount, Premier MySavings account and/or a Premier Family Savings account.

**Please read the Terms and keep them in a safe place. You can ask for a copy of the Terms at any time.**

#### **Channel Islands and Isle of Man customers only**

References to the Channel Islands mean Jersey and Guernsey (including Alderney and Sark).

We would draw your attention to the following sections for specific information relating to customers of the Channel Islands and Isle of Man:

34.14 (Probate); 35.15 (Governing Law); and the final two sections of the MyMoney and HSBC Premier Family Terms (General Information and Complaints). The Channel Islands and Isle of Man are not in the Single European Payments Area. Please note that for cheques paid into branches in the Channel Islands and Isle of Man the timescales in clause 23.3 will start to apply once we receive the cheques in the UK.

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## Contact Information

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

Account type	From the UK, Channel Islands and Isle of Man	From abroad
<b>UK accounts</b>	0345 600 6161 24/7	0345 600 6161 24/7
<b>Channel Islands/Isle of Man accounts</b>	0345 600 6161 24/7	0345 600 6161 24/7
<b>Textphone for all accounts</b>	08457 125 563	+44 207 088 2077
<b>Online Banking</b>	www.ciiom.hsbc.com	
<b>Connect with the HSBC Mobile Banking App</b>		

## Charges

The charges you'll pay will depend on how you use your account. Please refer to our Banking made easy brochure for details about which payments can be made from which accounts.

### Payments out of your account

Payment Types	Branch	Telephone Banking	Online Banking	Post	
<b>Payments within the UK, Channel Islands and the Isle of Man</b>					
We don't charge for Internal Transfers, Bill Payments, Standing Orders or Direct Debits.					
<b>Electronic Funds Transfers</b>	To another HSBC account	£20	£20	n/a	£40
	To non-HSBC accounts	£30	£30	n/a	£40
<b>Payments overseas</b>					
We don't make a payment charge for Currency Account Transfers from UK accounts.					
<b>Worldpay</b>	To another HSBC account	£0	£0	£0	£30
	To non-HSBC accounts	£9	£9	£4	£30
<b>Priority Payments</b> (also used for non-sterling payments within the UK)	To another HSBC account	£0	£0	£0	£30
	To non-HSBC accounts	£30	£30	£4	£30

We may charge for all enquiries we receive about a payment unless we've made a mistake, but will tell you what the charge is before we start investigating.

For international payments, the recipient's bank, and any foreign bank we may use to send the payment, may also make a charge. You'll only have to pay these charges if you choose "sender to pay all charges" when you request your payment.

<b>Request for a bank draft</b>	£20 each
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**Non-sterling debit card payments (including cash withdrawals)**

If you use your debit card to make a payment in a foreign (non-sterling) currency, we will convert the payment to the equivalent sterling amount using the Visa Payment Scheme Exchange Rate that applies on the day we carry out the conversion. We will add a Non-Sterling Transaction Fee of 2.75% of the converted amount. You can get details of the Visa Payment Scheme Exchange Rate by calling us on 0345 600 6161 or TBC from outside of the UK, or by visiting the card support section of our website at [hsbc.co.uk](http://hsbc.co.uk).

**Cash machine withdrawals**

We'll charge a Non-Sterling Cash Fee of 2% (minimum £1.75, maximum £5) for:

- Cash withdrawals in a currency other than sterling from cash machines outside the UK, Channel Islands and Isle of Man; and
- Cash withdrawals in a currency other than sterling from cash machines in the UK, Channel Islands and Isle of Man if we convert the withdrawal to sterling for you.

This fee doesn't apply to withdrawals made from a Premier MyAccount.

Some cash machine owners may apply a charge for withdrawals. They should tell you about this on the screen before you make the cash withdrawal.

**Payments into your Account****Non-sterling electronic payments**

Payments of £100 or more	£8 each
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**Sterling electronic payments from banks outside the UK, Channel Islands and the Isle of Man**

Payments of £100 or more	£6 each
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We'll deduct the above charges from the payments before we add them to your account.

**Foreign Cheques**

We can either negotiate or collect Foreign Cheques to be paid into your account. Please see clause 23.4.6 on "Foreign Cheques" for more details.

Negotiation – charge per cheque		Collection – charge per cheque	
Up to £100	£6	All amounts	£28
£100.01 – £5,000	£12	If sent by courier at your request	£10
£5,000.01 – £10,000	£24		
£10,000.01 – £50,000	£34		
Over £50,000	£60		
Return fee	£25	Return fee	£28

**Other charges**

Paper statements more frequently than monthly	£1 each
Copy of a statement	£1 a sheet (maximum charge £10 per request) or free via Online Banking
Cancelling a bank draft	£10 each
Posting a warning on a lost or stolen bank draft	£10 each plus any charges made by banks on which foreign drafts are drawn
International account opening through the International Banking Centre	MyAccount – £50 per account Premier MyAccount – no charge
Stopping a cheque	£12 per cheque (£10 via Online Banking) No charge for stopping stolen cheques or lost blank cheques
Automatic transfer facility between two sterling accounts you have with us in the UK	Daily transfer – £20 per month Weekly transfer – £8 per month
Special presentation of a cheque	£15 per cheque



If we're required to comply with a legislative or court order (for example, a child maintenance order) served in respect of your account(s), we may charge an administration fee, up to the maximum permitted by law.

We may charge for services that you request from us (other than those set out above), but we will always tell you how much a charge will be and check that you are happy to pay the charge before we provide the relevant service to you.

Please note that taxes or costs may apply to you that are not charged by us and/or will not be paid through us.

## 1. Opening an Account

1.1 To open a Premier MySavings account or a MySavings account you must be between 7 and 17 years old.

1.2 To open a Premier MyAccount or a MyAccount you must be between 11 and 17 years old.

1.3 If you have opened a Premier MySavings account between the ages of 7 and 10, when you reach 11, we will automatically open a Premier MyAccount (our youth current account where a parent/legal guardian is an HSBC Premier customer) in the same name as your Premier MySavings account. If you have opened a MySavings account between the ages of 7 and 10, when you reach 11, we will automatically open a MyAccount (our youth current account) in the same name as your MySavings account. We will write to you at least two months before you are 11 giving you all the details of your new account. We will also write to your named parent/legal guardian in respect of a Premier MyAccount (please see clause 1.6 for more details about who is your named parent/legal guardian) or any of your parents or legal guardians in respect of a MyAccount, informing them that we will shortly be opening a new account for you and providing them with information about this. If you or the parent/ legal guardian we write to do not want you to have a Premier MyAccount or a MyAccount then you or they can ask us not to open one for you.

1.4 To open a Premier Family Savings Account you must be between 18 and 25 years old.

1.5 You cannot open a Premier MySavings account, Premier MyAccount, Premier Family Savings account, MySavings account or a MyAccount jointly with anyone else.

### 1.6 **Clause 1.6 only applies to Premier MySavings accounts, Premier MyAccounts and/or Premier Family Savings accounts**

A parent or legal guardian must be an HSBC Premier customer for you to open a Premier MySavings account, Premier MyAccount or Premier Family Savings account. That parent/legal guardian will be linked to your account as the "named parent/legal guardian". Please see clause 34.2 for details about what will happen if your named parent/legal guardian ceases to be an HSBC Premier customer.

1.7 Your account and our relationship with you will continue indefinitely until you or we end it in accordance with these Terms.

## 2. Different types of payment into and out of your account(s)

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

- a. Standing Orders cannot be made from Premier MySavings accounts, Premier Family Savings accounts or MySavings accounts;
- b. Direct Debits cannot be made from Premier MySavings accounts, Premier Family Savings accounts or MySavings accounts;

- c. Debit card payments cannot be made from Premier MySavings accounts, Premier Family Savings accounts or MySavings accounts;
- d. Cheques cannot be issued on Premier MySavings accounts, Premier Family Savings or MySavings accounts. You can only have a cheque book and issue cheques on your Premier MyAccount or MyAccount if you are aged 16 or above (please see clause 23.1 for further details).

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## 3. Information you need to provide when you make a payment

### 3.1 Priority Payments, Worldpay payments and international payments you receive

3.1.1 You must provide us with all the following details to enable us to make a Priority Payment or Worldpay payment:

- a. the correct details of the Recipient's bank, including the bank's SWIFT Business Identifier Code ("BIC") address, sort code or national bank code (depending on the destination country);
- b. the Recipient's bank account number or International Bank Account Number ("IBAN") (depending on the destination country);
- c. the name and address of the Recipient to whom the payment is made;
- d. your own account number or IBAN and name and address. This is a legal requirement and these details will be passed to the Recipient's bank;
- e. the Recipient's reference, if applicable; and
- f. the amount of the payment.

3.1.2 If you are going to receive an international payment you must tell the sender of the payment your BIC and IBAN.

### 3.2 Electronic Funds Transfers, Bill Payments (including Faster Bill Payments) and Internal Transfers

3.2.1 Unless clauses 3.2.2 or 3.2.3 apply, you must provide us with all the following details to enable us to make the payment:

- a. the sort code and account number for the Recipient's account;
- b. the date the payment is to be deducted from your account;
- c. the Recipient's name;
- d. any reference identifying the payment (including a reference to you or the Recipient); and
- e. the amount of the payment.

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

3.2.3 Payments from your Premier MyAccount or MyAccount can only be made via Express Bank machines if you have previously made a payment from your Premier MyAccount or MyAccount to the Recipient and their details are set up on your Premier MyAccount or MyAccount, or if the Recipient is one of a selection of large companies set up on our systems (please ask for details), for example, a utility company.

### 3.3 Standing Orders

3.3.1 We will require all the following details from you to enable us to set up a Standing Order from your Premier MyAccount or MyAccount:

- a. the Recipient's name, sort code and account number;

- b. the date we are to start deducting the payments from your Premier MyAccount or MyAccount;
- c. how often you want us to make the payments;
- d. the amount of each payment and for what length of time you require us to make the payments; and
- e. any reference identifying the payment (including a reference to you or the Recipient).

### **3.4 General**

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

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

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

## **4. Online Banking and the HSBC Mobile Banking App**

Depending upon the account you have you may be able to make some payments through Online Banking and/or the HSBC Mobile Banking App by logging on, using your user ID and providing other security information that is personal to you that we request. We may notify you from time to time of changes in the security information we may require for accessing Online Banking and/or the HSBC Mobile Banking App. When you have provided your payment instructions, you will be asked to confirm those instructions. This will be your agreement for us to make the payment.

## **5. Telephone Banking Service (TBS)**

5.1 TBS is available, provided that your identity can be verified, by using a security number or by speaking to a Customer Service Representative and completing security procedures. You will be asked to create a personal security number when you register for TBS (or if you lose or forget your security number). The number must be between six and 10 digits long.

5.2 You can contact us via TBS by calling the applicable number set out in the Contact Information section of these MyMoney and HSBC Premier Family Terms. To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us.

5.3 To use our Automated Service you will need a touch tone telephone and a security number.

5.4 Our Automated Service enables you to:

5.4.1 obtain your balance, see clause 24.6, which provides more detail about balance information;

5.4.2 obtain details of recent transactions;

5.4.3 transfer money between certain accounts you have with us (including between your Premier MySavings account and Premier MyAccount or your MySavings account and MyAccount);

5.4.4 make certain types of payments; and

5.4.5 speak with a Customer Service Representative in relation to other enquiries.

## 5.5 Your instructions

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

5.5.2 On satisfactory completion of our security procedures, we can act on any instructions given to us, even if these instructions were not given by you or with your authority. Please also see clause 26.4 which sets out details of our liability for unauthorised transactions.

## 5.6 Availability of TBS

TBS may be temporarily unavailable if we have to carry out routine or emergency maintenance. We will try to inform you in advance but it may not always be possible to do so.

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## 6. Branch

If you are making a payment in branch, we will make the payment when you confirm that the information you have given us is correct. Your confirmation will be your agreement for us to make the payment.

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## 7. Self-service machines

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

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## 8. Post

To make a payment by post, you must send a letter addressed to us to any of our branches. You must set out all the details we tell you we need to make the relevant payment (please see clause 3) and you must sign the letter (your signature must match the signature on your mandate with us). This will be your agreement for us to make the payment. We will make the payment once we have checked your instructions.

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## 9. Debit cards and self-service machines

### 9.1 General

The terms and conditions in this clause will apply to you where your card has the relevant functions detailed below.

### 9.2 Issuing a card and Personal Identification Number for it (“Card PIN”)

9.2.1 We will give you a plastic debit card if you are aged between 11 and 17 if we accept your application for a Premier MyAccount, a MyAccount or if we are replacing or renewing your card. You can ask us not to give you a plastic debit card.

9.2.2 You agree that we will send you a plastic debit card when you reach the age of 11. However, you or your named parent/legal guardian in respect of a Premier MyAccount (please see clause 1.6 for more details about who is a named parent/legal guardian) or any of your parents or legal guardians in respect of a MyAccount can ask us not to do so at any time before you reach 11 simply by writing to us. **If we receive such a request we will not send you a plastic debit card. Otherwise, we will only send you a plastic debit card:** when we renew your existing plastic debit card (which we may do periodically); to replace a plastic debit card you already hold (for example, where the original plastic debit card has been lost or stolen); or if you ask for one.

9.2.3 We will ask you to activate any new/ replacement plastic debit card you receive from us before you can use it.

9.2.4 We will issue you with a Card PIN. We will not reveal your Card PIN to anyone but you. You can use your Card PIN with your plastic debit card for withdrawing money and using other services available from self-service machines. You will also need your Card PIN to be sure you can pay for goods and services at the premises of a retailer or other supplier with your plastic debit card.

### 9.3 Your card and your account

9.3.1 You must not use your debit card after the end of the month it expires, or after we have asked you to return it to us or told you that its use is suspended. Please also see clause 26.7 which provides more detail on the suspension of the use of cards.

9.3.2 We may charge for card use at the rates set out in the ‘Charges’ section of these Terms. You authorise us to deduct all such charges from your Premier MyAccount or MyAccount.

9.3.3 You must not use your debit card for an illegal purpose.

### 9.4 Self-service machines

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

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

- a. details of the balance and available balance on your account;
- b. pay cash and cheques into your account; and
- c. make transfers between certain accounts you have with us (including between your Premier MySavings account and Premier MyAccount or your MySavings account and MyAccount).

9.4.3 We will be responsible for any money lost if there is a fault on one of our self-service machines of which we have not notified you by a message on the screen or a notice on the machine. If we have notified you of a fault on one of our self-service machines, you should not use your card, and if you do we will not be liable for any loss.

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

9.4.4 You can use your plastic debit card at our self-service machines, LINK cash machines in the UK and cash machines displaying the “Visa” sign abroad. You may need to enter your card PIN. Other providers may charge you to use their cash machines. You’re responsible for paying these charges. We’re not responsible if you can’t use your card in another provider’s machine.

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

9.4.6 You can use your plastic debit card to:

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

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

b. purchase mobile phone top-ups for "pay-as-you-go" mobile phones at our self-service machines.

Payment will be deducted from the Premier MyAccount or MyAccount that your card was issued on. Using either of these services will reduce your daily cash withdrawal limit from our self-service machines by the amount of the payment you have made. You must ensure that you enter the correct mobile telephone number when purchasing mobile phone top-ups as we will not provide a refund if you enter an incorrect mobile telephone number. This service is not available in the Channel Islands and Isle of Man.

## 10. Important Security Information

### 10.1 Protecting your account

You must take all reasonable precautions to keep your card, Security Details and security device safe and to prevent fraudulent use of them. This includes protecting the physical and digital HSBC Secure Key, and any card details stored in an e-wallet, on a retailer's website or on any device (such as a mobile phone, tablet, PC or watch).

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

a. upon which card details are stored;

b. which can be used to view sensitive payment information; and/or

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

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

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

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

a. actively paired it with another device or e-wallet which has been registered to store card details or is enabled to make payments; or

b. linked it to the device to which the HSBC Mobile Banking App has been downloaded.

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

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

10.7 Before you:

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

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

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

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

10.10 If your card, Security Details, security device or a device used to access card details or make payments have been lost or stolen or you suspect someone has used or tried to use them or accessed or tried to access an e-wallet, you must contact us without undue delay. All lines are open 24 hours a day, seven days a week.

10.11 You must use any card issued to you and TBS, Online Banking and the HSBC Mobile Banking App in accordance with the Terms. Online Banking and the HSBC Mobile Banking App are also subject to their own terms and conditions provided to you when registering for the service.

10.12 The precautions referred to in clause 10.1 include but are not limited to all of the following, as applicable:

### **General**

- a. never writing down or otherwise recording your PINs and other Security Details in a way that can be understood by someone else;
- b. not choosing Security Details that may be easy to guess;
- c. taking care to ensure that no one hears or sees your Security Details when you use them;
- d. keeping your Security Details unique to your account(s) with us;
- e. not allowing anyone else to have or use your card, security devices, PINs or any of your Security Details (including for TBS, Online Banking and the HSBC Mobile Banking App) and not disclosing them to anyone, including the police, an account aggregation service and us, except your card number and other card details when using your card in connection with making payments, and your Security Details when registering for or resetting your TBS, Online Banking and HSBC Mobile Banking App Security Details (but even then do not disclose in full);
- f. keeping card receipts and other information about your account(s) containing personal details (such as statements) safe and disposing of them safely. People who commit fraud use many methods such as searching in dustbins to obtain this type of information. You should take simple precautions such as shredding paper containing such information;
- g. changing your Security Details immediately and telling us as soon as possible in accordance with clause 10.13 if you know, or even suspect, that someone else knows any of those details, or if we ask you to;
- h. keeping your card, security devices, PINs and other Security Details safe;

### **Cards and Card PINs**

- a. safely destroying any Card PIN advice we send you immediately after receipt, eg, by shredding it;
- b. signing each card as soon as you receive it, if it bears a signature strip;
- c. keeping your debit card separately from your cheques;
- d. not disclosing the card number, Card PIN or card security codes except when using the cards to make payments;
- e. not disclosing your Card PIN for mail order payments or when paying for goods and services over the telephone or through the internet;
- f. complying with clause 19.2 covering the acceptance of fraud prevention systems (such as Verified by Visa) when using debit cards to make payments through the internet;



- g. not tampering with the card;
- h. complying with all reasonable instructions we issue regarding keeping your card and Card PIN safe.

### Online Banking

- a. never go to an internet banking site from a link in an email and then enter personal details; always access Online Banking by typing in the bank address to your web browser;
- b. never access Online Banking from any computer connected to a local area network (LAN) (this is usually the case for computers you use at school or college) or any public internet access device or access point (eg, at an internet café) without first making sure that no one else will be able to observe or copy your access or get access to Online Banking by pretending to be you;
- c. never record any password or other Security Details on any software which retains it automatically (eg, any computer screen prompts or 'save password' feature or the line on your internet browser) unless retaining your password or Security Details is a specific function of a banking service provided by us;
- d. once you have logged on to Online Banking, do not leave the device from which you have accessed it or let anyone else use that device until you have logged off; and
- e. follow all security measures recommended by the manufacturer of the device you use to access Online Banking, eg, the use of personal identification numbers for mobile telephones with internet access.

### HSBC Mobile Banking App

- a. keep your device secure by using appropriate software;
- b. you must not choose device security information that can be easily guessed by anyone else, or tell anyone else what your device security information is;
- c. keep passwords, and other security details secret, and not allow any other person to access your device using their fingerprint (or any other biometric data) – we will never ask you for your security information in full;
- d. never record any password or other security details on any software which retains it automatically (eg, any device screen prompts or 'save password' feature) unless retaining your password or security details is a specific function of a banking service provided by us;
- e. once you have logged on to the HSBC Mobile Banking App, do not leave the device from which you have accessed it or let anyone else use that device until you have logged off; and
- f. follow all security measures recommended by the manufacturer of the device you use to access the HSBC Mobile Banking App.

10.13 If any card, PIN, security device or Security Details are lost or stolen, or you suspect that someone has used or tried to use them, you must tell us without undue delay by calling us on the applicable number set out in the table below. All lines are open 24 hours unless otherwise stated. If you need to call us about your TBS, Online Banking or HSBC Mobile Banking App Security Details and lines are closed, please call without undue delay the applicable number for Cards and PINs issues and we will block access to your account(s) via TBS, Online Banking and/or the HSBC Mobile Banking App (to re-set your relevant Security Details you will need to call the usual number during opening hours). Telephone calls will be put through to our Automated Service. Textphone calls will be put through to our Customer Service Centre. To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us.

Issue	From the UK, Channel Islands and Isle of Man	From abroad
<b>Cards and PINS</b>	03456 007 010	+44 1442 422 929
<b>TBS Issues for:</b>		
<b>UK accounts</b>	0345 600 6161 24/7	0345 600 6161 24/7
<b>Channel Islands/Isle of Man accounts</b>	0345 600 6161	0345 600 6161
<b>Textphone for all issues</b>	03457 125 563	+44 207 088 2077



10.14 You will find the website [financialfraudaction.org.uk](http://financialfraudaction.org.uk) a helpful guide on what to do if you suspect card fraud.

10.15 If asked, you must confirm in writing the loss or theft of your cards or Security Details relating to your card, Online Banking, TBS or the HSBC Mobile Banking App. If you no longer require your card and/or any unused cheques then you must cut them up into at least six pieces.

10.16 We will ask you to co-operate with us and the police in relation to any investigation into the actual or suspected misuse of your card, passwords, PIN(s), security number, Security Details and/ or account(s). You must report any unauthorised transactions to the police within seven days of our request. We may also disclose information about you or your account(s) to the police or other third parties if we think it will help prevent or recover losses.

10.17 If you find your card after having called us to inform us of its loss under clause 10.13, you must not use it again. You must cut it into at least six pieces.

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## 11. When payments will and will not be made by us

11.1 We will make/authorise a payment from your account if you authorise it in any of the ways set out in the Terms and there are sufficient cleared funds in your account.

11.2 Where the payment is to be made in the future, you must make sure that you have met the condition in clause 11.1 at the start of the day the payment is due to be made (ie, 00.00am).

11.3 This clause only applies to Bill Payments, Standing Orders and sterling Direct Debits. If you do not meet the requirements set out in the previous clause, we will still make a payment that is due to be made on a Working Day if, before 3.30pm on the day the payment is due to be made:

- a. you pay in sufficient cleared funds; and
- b. there is still a sufficient available balance to enable the payment to be made at 3.30pm.

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

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

11.5 When we assess whether to make/authorise payments under clause 11.1, we may consider any other payments we have made or agreed to make from your account that day, even if those other payments have not already been deducted from your account. You must take this into consideration when requesting payments.

11.6 We may refuse to make a payment (and we will not be responsible for any loss):

- a. if any of the conditions set out in the MyMoney and HSBC Premier Family Terms have not been met; or
- b. if the payment would exceed any limits we may set (please see clauses 17.3 and 20.1 for more details about limits); or
- c. if we are not reasonably satisfied the transaction or the instruction is lawful; or
- d. if we consider that your account has been or is likely to be misused; or
- e. for fraud prevention purposes; or
- f. if we are not able to send the payment by one of the payment methods we use.

11.7 If we refuse to make a payment that you have requested: for Standing Orders, Direct Debits and cheques, we will write to you on the first occasion a payment is refused; and for other payments you will normally be told when you request the payment, unless we suspect fraud – please see clause 25 for details about our fraud prevention measures and what we do if we suspect fraud. In all cases, if you telephone us, we will tell you if a payment 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 immediately after our refusal of your instruction. We will not be able to provide you with details in any of these ways if it is unlawful for us to do so.

## 12. Payments from your Premier MySavings Account or MySavings Account – Authority from your parents or legal guardians

We need written authority from your named parent/legal guardian in respect of a Premier MySavings account (please see clause 1.6 for more details about who is a named parent/legal guardian for a Premier MySavings account) or any of your parents or legal guardians in respect of a MySavings account for any withdrawals or transfers of £50 or more if you are under the age of 11.

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## 13. International Payments

### 13.1 General

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

### 13.2 Payments you make

13.2.1 The exchange rate we will apply to payments you make involving a currency exchange, other than future dated payments, is the HSBC exchange rate we provide or make available to you (including in our branches and on the telephone) when you request the payment, and which you agree by going ahead with the payment or by confirming the rate specifically. The exchange rate we apply to future dated payments will be the HSBC exchange rate applicable at the time your payment is processed. You can call us to find out rates.

13.2.2 When you instruct us to make a payment involving a currency exchange, we will check to see if you comply with clause 11.1. If you do, then we will carry out the currency exchange. After we have done this we will check again that you still comply with clause 11.1. If you do not and we are unable to make the payment, we will convert the payment back into the original currency at the HSBC exchange rate applicable at that time. If this leads to a loss or a gain due to an unfavourable or favourable movement of the HSBC exchange rate, you agree that we can deduct the amount of that loss from your account or credit your account with the amount of the gain, as applicable.

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

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

13.2.5 We may deduct charges from your account when you instruct us to make a Priority Payment or Worldpay payment.

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

13.2.7 For payments other than those described in clause 13.2.6, we will not deduct from your account charges made by agents, intermediary banks and/or the Recipient's bank unless you ask us to deduct all charges from your account. This means that for these payments unless you ask us to deduct all charges from your account, agents, intermediary banks and the Recipient's bank may deduct their charges from the amount of the payment.

### **13.3 Payments you receive**

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

13.3.2 We will make a charge for foreign currency payments into your account and deduct it from the payment into your account.

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

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## **14. Interest**

14.1 You will receive interest (if applicable) at the rate that applies to your account(s). Details of our interest rates are available in our branches and online. Interest will be calculated on the daily cleared balance and paid into your account(s) monthly.

14.2 For Bill Payments (excluding Faster Bill Payments) and Standing Orders, you will receive interest (where it applies) on a payment until it reaches the Recipient's bank. In all other cases, you will receive interest up to the time the payment is deducted from your account.

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

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## **15. Charges for payments/services and for enquiries about an instruction**

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

15.2 We may make a charge for any enquiries we receive in respect of each payment instruction, whether made by you or another person. We will not charge you if we have made an error. We will advise you of the charge before we start investigations on your behalf.

15.3 We may charge for any incidental expenses we incur in providing additional services to you. We will advise you of the charge before we provide the service. You authorise us to deduct these charges from your account when you give your instructions.

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

16.1 Details about cut-off times and when you can cancel an instruction to make a payment are set out in our Banking made easy brochure. We can change that information by giving you two months' advance personal notice.

16.2 The maximum execution time (the time it takes for the payment to reach the Recipient's bank), is set out in clause 17 and in our Banking made easy brochure. We can change this information by giving you at least two months' advance personal notice. The timescales run from when we receive your payment instructions. The day that we will receive your payment instructions for this purpose will depend on whether you've provided your instructions on a Working Day or not, and whether you've provided them before or after the relevant cut-off time.

16.3 We will generally receive your payment instructions on the day that you give them to us, but there are some exceptions to this:

16.3.1 if you ask us to make a Bill Payment which is made through the Faster Payments service or you ask us to make an Internal Transfer after the relevant cut-off time, we won't receive your instructions until the next day;

16.3.2 if you ask us to make any other type of payment (including international payments) on a non-Working Day, or after the cut-off time, we won't receive your instructions until the next Working Day;

16.3.3 if you ask us to make a payment on a future date or a series of payments on future dates (e.g. a direct debit), we'll only receive your instructions on the day you've asked for the payment to be made (or the next Working Day if you've asked for the payment to be made on a non-Working Day).

16.4 Details about cut-off times are set out in our Banking made easy brochure. International payments have currency cut-off times which vary depending on the currency you ask us to make the payment in. Those cut-off times are:

Euro and sterling – 3.30pm

US dollars – 6pm

All other currencies – please ask us for details.

16.5 Where you have instructed us to make a payment immediately, you cannot cancel it.

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

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

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

## **17. Internal Transfers, Bill Payments (Including Faster Bill Payments), Electronic Funds Transfers, Currency Account Transfers, Priority Payments, Worldpay payments and Standing Orders**

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

17.2 The maximum execution times for payments to reach the Recipient's bank after we receive your payment instructions are as follows:

a. Internal Transfers – immediate.

b. Bill Payments – immediate for Bill Payments to other accounts with us. Three Working Days for Bill Payments to HSBC Bank International branch accounts. The same day for all other Bill Payments.

- c. Electronic Funds Transfers – same day.
- d. Currency Account Transfers – next Working Day except for Moroccan Dirham accounts which may be up to two Working Days.
- e. Priority Payments – next Working Day (within the EEA). Up to four Working Days outside the EEA but this may take longer depending on the country the money is being sent to.
- f. Worldpay payments – next Working Day (within the EEA and in EEA currency). Up to six Working Days (outside the EEA and/or non EEA currency) but this may take longer depending on the country the money is being sent to.
- g. Standing Orders – immediate for Standing Orders to other accounts with us (up to two hours to a credit card account with us). Three Working Days for Standing Orders to HSBC Bank International branch accounts. Same day for any other Standing Orders.

17.3 We may set limits on the payments you can make from your account(s). If we do, we will tell you the applicable limit when you make a payment. Your consent to making a payment will also be your agreement to the limit that applies to that payment. We will make payment limits available to you if requested.

#### 17.4 Automatic Transfers

If you have set up automatic transfers between your UK HSBC accounts, we will make these at the close of business each day (usually after 11pm). We will charge for some automatic transfers. We no longer accept instructions to set up new automatic transfers. If you want to change or cancel an existing automatic transfer please contact us.

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## 18. Direct Debits

18.1 Details of how to set up a Direct Debit are set out in our Banking made easy brochure. We can change that information by giving you two months' advance personal notice.

18.2 The Recipient will normally lodge the Direct Debit instruction electronically onto your Premier MyAccount or MyAccount but may occasionally send the original Direct Debit instruction you completed to us. When each payment request is sent to us we will check that the reference for that payment matches the reference on the Direct Debit instruction and will then make the payment from your Premier MyAccount or MyAccount.

18.3 You can withdraw your agreement for Direct Debit payments by telling us via branch or TBS before the end of the Working Day before that payment is due to be made by us. You should also tell the Recipient that you have cancelled the Direct Debit instruction.

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

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## 19. Debit card payments

19.1 You can pay for goods and services using your debit card in the UK, the Channel Islands, the Isle of Man and abroad at retailers who accept Visa. A "cashback" service may also sometimes be available. You can set up recurring payments to be made from a Visa debit card.

19.2 When you place an order over the internet with organisations that participate in Verified by Visa (designed to prevent fraud) you will be invited to register for the service. Once registered, you may be required to enter certain characters from your Verified by Visa password each time you make a card payment online. If you do not do so, as part of our fraud prevention measures, we may not authorise the payment for your order and further internet transactions with participating organisations.

19.3 If you initiate a payment using your plastic debit card, before we will make a payment from your Premier MyAccount or MyAccount, for transactions in person, we will require you to:

- a. enter details of your PIN into a key pad; or
- b. provide a signature;

For other transactions we will require certain personal details and the three digit card security number on the back of your card. We will advise the retailer or other supplier if we are prepared to authorise the payment to be made from your Premier MyAccount or MyAccount. For decision-making and card misuse prevention purposes, we may refer an authorisation request back to the retailer for further information. This may result in you being asked to produce further identification. This may also be done on a random basis for fraud prevention purposes.

19.4 You can't cancel a cash withdrawal after you've pressed the button on the keypad agreeing to it, or a card payment once you've authorised it. You can tell us you want to cancel a recurring debit card payment (also known as a "continuous payment authority") up to the end of the Working Day before the next payment date. Alternatively, you can cancel the recurring payment directly with the retailer who asks us for the payment.

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

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

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

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

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

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

19.9 You can use your card to make payments or cash withdrawals in a foreign currency. If you want us to convert the payment/cash withdrawal to sterling you must select to pay in the foreign currency. Visa will carry out the conversion and we'll deduct the sterling amount from your account. If you select to pay in sterling, the conversion will be done by the retailer or self-service machine owner. For more details about the exchange rate that will apply and our fees see the non-sterling debit card payments section at the start of these Terms.

19.10 Unless you have agreed a third party conversion, if you use your debit card to make a payment in a foreign (non-sterling) currency, we will convert the payment to the equivalent sterling amount using the Visa Payment Scheme Exchange Rate that applies on the day we carry out the conversion. You can get details of the Visa Payment Scheme Exchange Rate by calling us on 0345 600 6161 or by visiting the card support section of our website at [www.ciiom.hsbc.com](http://www.ciiom.hsbc.com).



## 20. Cash withdrawals

20.1 We will set a limit on the amount you can withdraw each day from self-service machines or from Post Office® branches using your card. You will be advised of the amount of the limit when you receive your card from us.

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

20.3 For any non-sterling cash withdrawals at third party self-service machines both inside and outside of the UK, Channel Islands and Isle of Man, unless you use a third party conversion (as described in clause 19.9) the amount of cash will be converted into sterling as set out in clause 19.10. We will deduct the withdrawal from your account once we receive details of the payment from the payment scheme (eg, Visa), at the latest the next Working Day. If you use a third party conversion, the applicable exchange rate, the amount of cash you will receive and the amount in sterling will be shown on the screen and you will need to press a button on the keypad to agree to the withdrawal. The amount in sterling will be deducted from your account balance when we receive details of the payment from the self-service machine operator, at the latest the next Working Day. See the 'Charges' section of these Terms for charges that will apply.

20.4 For any sterling cash withdrawals at third party self-service machines outside the UK, we will deduct the withdrawal from your account once we receive details of the payment from the payment scheme (eg, Visa), at the latest the next Working Day. See the 'Charges' section of these Terms for charges that will apply.

20.5 For all cash withdrawals from self-service machines, you are not able to cancel the transaction after you have pressed a button on the keypad to agree to the withdrawal.

20.6 For withdrawals over the counter at branches, you must provide an item of identification acceptable to us, and the cheque book or withdrawal book for the account (if you have been issued with one). You cannot use your card alone to make withdrawals over our counters.

20.7 We will deduct cash withdrawals made over the counter at one of our branches from your account on the same day.

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## 21. Cash payments in

21.1 You can pay cash in:

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

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

21.2 If you pay only cash into your account over the counter at one of our branches, a Post Office® branch or we receive cash from you by personal delivery, it will be credited to your account and available for you to withdraw immediately. It will be treated as cleared for interest calculation purposes (if applicable) on the same day.

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

21.4 If you use one paying-in slip to pay a mixture of cash and cheques into your account over the counter at one of our branches or by using one of our paying-in machines, the cash will be credited to your account, available for you to withdraw and treated as cleared for interest calculation purposes (if applicable) as described in clauses 21.2 and 21.3 (as applicable). Please see clause 23 for the treatment of cheques.

21.5 Other banks may allow you to pay in cash through their branches to your HSBC account(s). You may be charged for this service. The cash will be credited to your account and available for you to withdraw immediately after we receive it. It will be treated as cleared for interest calculation purposes (if applicable) on the same day.

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## 22. Cash withdrawals and cash and cheque payments in at Post Office® branches

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

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## 23. Cheques

23.1 When you are aged 16 or over, you can ask us to send you a cheque book to use with your Premier MyAccount or MyAccount.

### 23.2 Cheques you issue

You must ensure you have sufficient funds in your account before making a payment by cheque. If, at the start of the day on which the cheque is presented for payment, there are insufficient cleared funds in your account, we'll still make the payment as long as you pay sufficient cleared funds into your account before 3.30pm. You need to tell us you've done this. If you don't tell us, the cheque may be returned unpaid. You'll need to contact us to check whether the person you made the cheque payable to may re-present it to try to obtain payment. There is no fee for cheques being returned unpaid.

23.2.1 For details on how to write a cheque, when money will normally be deducted from the account on which you have issued a cheque and how to stop or cancel a cheque you have issued, please see our Banking made easy brochure. However:

- a. if a cheque you issue is paid in at the counter of your branch, eg, to pay a bill or is paid in there by the Recipient, the amount will be deducted from your Premier MyAccount or MyAccount on the same day;
- b. if you cash a cheque you issue at any of our branches, the amount will be deducted from your Premier MyAccount or MyAccount on the same day;



c. if you issue a cheque which is 'specially presented' (please see clause 23.4.1 for details of what "Special Presentation" is), the amount will be deducted from your Premier MyAccount or MyAccount on the day it is received by us. This is likely to be on the Working Day after the day it was paid in by the Recipient, but could be on the day it is paid in. If you ask us to specially present a cheque you will need to complete a Declaration Form.

d. if you pay a cheque in at a Post Office® branch before the relevant Post Office® cut off time, we should receive your cheque from the Post Office® on the next Working Day. The timescales set out in clauses 23.3.2 to 23.4.4 will start on the Working Day we receive your cheque from the Post Office®.

23.2.2 You must only write cheques in sterling.

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

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

23.2.5 Our cheques have the words "A/C PAYEE" printed across them which means they can only be paid into the bank account of the person/organisation named on the cheque. If you want to write a cheque that can be paid into the bank account of someone other than the person you name on the cheque you must put a line through the words "A/C PAYEE" on the cheque and sign your name (not your initials) alongside the alteration.

23.2.6 You must sign all alterations to cheques you issue.

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

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

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

### **23.3 Cheques you receive**

23.3.1 The 'central clearing cycle' (normally three Working Days) is the time taken for money paid from or into your account(s) to be deducted or added. This section applies to our normal clearing cycles for cheques drawn in sterling or in euros (other than those drawn on banks abroad) paid into branches of English, Scottish, Welsh or Northern Ireland banks in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man. Please note that for cheques paid into branches in the Channel Islands and Isle of Man the timescales in this clause 23.3 will start to apply once we receive the cheques in the UK.

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

23.3.3 We treat cheques as being cleared for interest calculation purposes (if applicable) two Working Days after they have been paid in eg, on Wednesday if paid in on a Monday. If you withdraw money which is not cleared for interest calculation purposes (if applicable), you may be charged interest even though your account shows a credit balance. If you pay a cheque drawn on one of our branches into that branch and your account is also held with that branch, you will normally be able to withdraw the money on the next Working Day. The amount of the cheque is treated as cleared for interest calculation purposes (if applicable) on the day it is paid in.

23.3.4 If you pay a cheque into your account by post, we will process it on the day on which we receive it. The cheque amount will be included in your balance before you can withdraw the money. You will normally have to wait three Working Days after the day we receive it before you can withdraw the money.

#### **23.4 Cheques returned unpaid and paying in cheques**

23.4.1 A cheque which you have paid into your account may be returned unpaid and if this happens the sum shown on it will be deducted from your account. A cheque can be returned unpaid after we have decided to let you withdraw the money from your account or the amount shown on the cheque has been included in your available balance (please see clause 24.5 for what this means). When a cheque is returned unpaid, it will usually happen three or four Working Days after the cheque has been paid into your account, but it could be later (please see clauses 23.4.2 to 23.4.5). When you pay in a cheque at a branch counter, you can ask us to specially present it to the bank it is drawn on. This means that we will ask the bank on which the cheque has been issued if the cheque will be paid. We will post the cheque to the bank it is drawn on and, upon receipt, they will confirm whether the cheque will be paid. Special Presentation does not change the clearing cycle for interest calculation purposes. A charge will be deducted from your account for using the Special Presentation service. Please also see clause 23.2.1. Depending on the reason given for the cheque being returned unpaid, we will either ask for payment again from the bank of the person who issued it or return it to you.

**Please ensure that you understand what happens when a cheque is returned unpaid later as set out above. If you do not understand, please ask us to explain.**

23.4.2 Clauses 23.4.3 and 23.4.4 apply to sterling cheques paid in at and drawn on branches of English, Scottish Welsh or Northern Ireland banks.

23.4.3 If a cheque paid into your account is returned unpaid, we will not debit your account beyond the sixth Working Day after it was accepted by us unless clause 23.4.4 applies (if you pay a cheque into your account over the counter at another bank the date we accept the cheque will be when your account with us is credited with the amount of the cheque). Because we process overnight, the deduction from your account could appear up to 9am on the seventh Working Day. For example, if you pay a cheque into your account on Monday, your account will not be debited after 9am on Wednesday the following week (or Friday the following week for cheques paid in at other banks' counters).

23.4.4 A cheque you pay in may be returned and the amount of the cheque deducted from your account more than six Working Days after the date we accepted it:

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

23.4.5 If you want to pay in a cheque or other item that has been made payable to someone else, that person must sign it on the back. We may ask for further details before we agree to accept it. If a cheque or other item is marked on the front 'not transferable' or 'account payee', we can only accept it for the person it is made payable to. A cheque or other item made payable to joint names cannot be paid into your account(s).

#### **23.4.6 Foreign Cheques**

You can pay both cheques drawn in a foreign currency and cheques drawn on foreign banks into your account. We'll agree to either "negotiate" the cheque or send it for collection. We charge in both instances, and you may also have to pay foreign agents charges and charges imposed by the bank on which the cheque is drawn.

##### **Negotiation of a cheque**

We'll immediately add the cheque amount (less our charges) to your account. If we need to convert the cheque amount into sterling we'll apply the HSBC exchange rate. If the cheque is returned unpaid we'll deduct the amount of the cheque from your account. If the cheque was converted into sterling then we'll reconvert it back to the currency of the cheque using the HSBC exchange rate before we make the deduction. There's a charge if a Foreign Cheque is returned unpaid.

## Collection of a cheque

We'll collect the amount of the cheque first and then pay that money into your account. We may wait for a short time before paying the money into your account to make sure that the cheque isn't going to be returned unpaid. We'll convert the amount we receive into sterling using the HSBC exchange rate before we pay it into your account.

We're not responsible for any losses that result from changes to the HSBC exchange rate.

You must sign on the back of a Foreign Cheque you want to pay into your account using the exact same name given on the front of the cheque.

## 23.5 Bank Drafts

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

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

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

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

## 24. Statements

24.1 We will either provide you with paper statements or your statements will be available to be reviewed electronically within Online Banking (if you are registered for Online Banking). If we provide you with paper statements, we will send them on your Premier MySavings account, MySavings account or Premier Family Savings and your Premier MyAccount or MyAccount account every three months. However, if you have not used your account for two years or more, then we may just send you one statement a year. If you wish, you can choose to view your statements online rather than receiving any paper statements from us.

24.2 If one or more payments have been made from or to your account in any month and you would not normally receive a statement that month, you can ask us to provide you with a statement for that month in the way you usually receive statements.

24.3 If an incorrect entry on your account is identified we will correct it. If we do this on the same day the incorrect entry was made the details may not show on your statement.

24.4 If you ask, we will send you additional statements (including paper copies of statements sent to you electronically or copies of those previously supplied). We may charge for additional statements.

24.5 It's important to view your transactions regularly and keep track of your balance and identify unusual or irregular transactions on your accounts. If you've opted to receive online statements via Online Banking, we'll email you directly when your statement is ready to view. You need to log on to Online Banking regularly to keep track of your statements, otherwise we may need to start sending you paper statements again. We won't change your delivery preference, but we'll continue to send paper statements until all parties on the account are logging on to Online Banking regularly to view their accounts.

## 24.6 Balance information

24.6.1 We may provide you with details of:

- a. the balance on your account. This may include transactions that are still being processed and so may be subject to change, for example, cheques that you have paid into your account and have not yet cleared.
- b. the available balance on your account. This includes the amount of cleared funds in your account. It is the amount you can actually withdraw from your account.

Please also refer to clauses 5.4 and 23. We may have to comply with a legislative or court order (for example, a child maintenance order) that we receive. This may mean we have to make deductions from your account and payments may not be processed or may be reversed.

24.6.2 For payments into your account received through the BACS system (the person making the payment will decide whether to make the payment in this way), Standing Orders into and out of your account and Direct Debits from your account, we will include a shortened reference identifying the payment on the statement. If you would like to see the full reference on your statement, please ask us in any branch or via TBS.

24.6.3 For Faster Bill Payments out of your account and for payments processed using the Faster Payments service into your account, we will include a shortened reference identifying the payment on your statement. The full reference is available at any time via TBS or in any branch. We will send you a written copy of this information if you ask us to.

24.6.4 You will be able to view the following information via Online Banking and Express Bank machines:

- a. incoming Standing Orders and Bill Payments (excluding Faster Payments); and
- b. incoming electronic payments (for example, the payment of an educational maintenance allowance); and
- c. cheque payments and Direct Debits due to leave your Premier MyAccount or MyAccount the Working Day before they are due to show on your statement. You will only be able to see cheques after 6pm.

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

## 25. Fraud prevention

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

25.2 If we believe there is suspicious activity on your account, we may contact you by post, telephone (including mobile phone), email, mobile messaging or (if you are registered for Online Banking) secure e-message. We may leave a message to ask that you call us. If we ask you, you must contact us as soon as possible. In respect of payments made through TBS or Online Banking, if you do not reply to us, we will assume you have not authorised the transaction and it will not proceed. For payments made using your debit card, if you do not reply to us and we do not have any reason to believe there are any other suspicious transactions on your Premier MyAccount or MyAccount, we will assume you have authorised the card payment and allow it to proceed. This will not prevent you from later disputing you authorised the transaction.

## 26. Responsibilities

### 26.1 Making payments

26.1.1 We will make payments based on the information we require you to provide us as set out in clause 3. If you provide us with incorrect information, we will not be responsible if the payment is not made, it is delayed or it is made incorrectly. If you ask us, we will make reasonable efforts to recover an incorrect payment.

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

26.1.3 For payments to another bank account, we will make sure payments are sent to the Recipient's bank. It is the Recipient's bank's responsibility to make sure the payment is added to the bank account of the Recipient. Some Recipient banks will only use the BIC address, sort code or national bank code and the account number or IBAN when doing this.

26.1.4 If you have instructed us to make a payment, we are responsible for it being made correctly unless we can prove to you, or the Recipient's bank (as appropriate), that the payment was received by the Recipient's bank within the timescales for executing payments set out in clauses 17.2 to 23. Where we can prove this, the Recipient's bank will be responsible to the Recipient for making available the payment and crediting the Recipient's account as appropriate.

26.1.5 If a payment has been made incorrectly and we fail to prove the payment you authorised was received by the Recipient's bank as required by clause 26.1.4, we will, without undue delay, refund your account with either:

- a. the payment; or
- b. in the case of an overpayment, any excess amount incorrectly deducted so you do not incur any loss, and we will also restore your account to the position it would have been in had the incorrect payment or overpayment not been made, for example, by refunding any charges or interest as appropriate. We will not do this if the circumstances giving rise to the incorrect payment transaction were due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary.

26.1.6 If you ask us to, we'll make reasonable efforts to trace and recover an incorrect payment within two Working Days, and will tell you the outcome. This may take longer for international payments.

### 26.2 Refunding pre-authorised payments such as Direct Debits

26.2.1 If you authorise a transaction and the following conditions apply:

- a. the exact amount of the payment is not specified when you give your authority, for example with a Direct Debit; and
- b. the amount of the payment exceeds the amount you could reasonably have expected to pay, taking into account your previous spending pattern, the Terms and all other circumstances (but not fluctuations in the exchange rate),

then, provided you ask for a refund within eight weeks (subject to your additional rights under the Direct Debit Guarantee Scheme) of the payment being charged to your account, we will refund your account with the full amount of the payment. No refund will be made if you have agreed with us for the particular payment to be made and, where appropriate, details of the payment are provided or made available to you by any means at least four weeks before the payment is made from your account.

26.2.2 You must provide us with any information we request which is reasonably required to allow us to verify the conditions set out in clause 26.2.1.

26.2.3 We will either make a refund or provide you with our reasons for refusing your request within 10 Working Days of either receiving your request for a refund; or receiving the information referred to in clause 26.2.2.

26.2.4 The Direct Debit Guarantee Scheme applies, in addition to clause 26.2.1, to Direct Debit payments.

### 26.3 Unauthorised transactions

You must read your statements carefully on receipt or when they are available online. To help us prevent fraud, you must tell us immediately by calling us if you do not recognise any transaction shown on your statement or if you think any payment you have authorised has been executed incorrectly. If you do not tell us promptly (at the latest within 13 months of the date the transaction was deducted from your account), you may not be entitled to have any errors corrected.

### 26.4 Liability for unauthorised transactions

26.4.1 Subject to clauses 26.4.2 to 26.4.4 and 26.5, we will be responsible for any unauthorised transactions that you tell us about in accordance with clause 26.3 (if, on reasonable grounds, we suspect fraud or that you have been grossly negligent, we will investigate the transaction). Where we are responsible, we will immediately refund the amount of the unauthorised transaction and any resulting interest and charges. We will have no further liability to you. If we later become aware of evidence that shows we are not responsible for the transaction, we will recover an amount equal to the refund from your account.

26.4.2 You will be responsible for all losses if you act fraudulently or if you allowed another person to use your card, Security Details (including PINs, security numbers, passwords or other details which allow you to use Online Banking, TBS the HSBC Mobile Banking App and any e-wallets) or your account(s).

26.4.3 You will be responsible for all losses arising from unauthorised transactions on your account(s) as a result of:

- a. you acting fraudulently; or
- b. you intentionally or with gross negligence failing to use your card, TBS, Online Banking, the HSBC Mobile Banking App and/or any e-wallets in accordance with the Terms (including keeping safe your card, PIN or any other security or personalised details); or
- c. you intentionally or with gross negligence failing to notify us in accordance with clause 10.13 of the loss or theft of any card, PIN, or other security or personalised details.

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

- a. if someone uses your card before you receive it; or
- b. if your card has been used to purchase goods via the telephone, via the internet or mail order, or you have purchased goods and services via Online Banking, TBS, the HSBC Mobile Banking App and/or any e-wallets; or
- c. after you have notified us of the loss or theft of your card or Security Details in accordance with clause 10.13; or
- d. if we have failed to provide the facilities we describe in clause 10.13 for you to tell us if your card or any Security Details have been lost or stolen.

### 26.5 Abnormal and unforeseen circumstances

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

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

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

### 26.6 Payments into your account(s)

26.6.1 We will only process payments into your account using the BIC address, sort code or national bank code and the account number or IBAN provided.

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



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

26.6.4 If a payment has been made into your account by mistake

We may be asked by another bank to return a payment that has been paid into your account by mistake.

Provided we reasonably believe this to be the case, we may:

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

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

If a payment is made into your account as a result of fraud we can deduct it from your account at any time. If we deduct a payment from your account and this leads to your account going overdrawn we'll treat this as an informal overdraft request from you.

## **26.7 Suspension of debit cards, TBS, Online Banking and/or the HSBC Mobile Banking App**

26.7.1 We may, at any time, ask you to return your card to us or suspend its use, or suspend your use of TBS, Online Banking and/or the HSBC Mobile Banking App if we have reasonable grounds which relate to:

- a. the security of the card, or its suspected unauthorised or fraudulent use; or
- b. the security of or the suspected unauthorised or fraudulent use of TBS, Online Banking and/or the HSBC Mobile Banking App.

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

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

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

We may also suspend your use of your card, TBS, Online Banking and/or the HSBC Mobile Banking App due to national or European legal obligations that apply to us.

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

26.7.4 We'll lift any suspension of your use of your card, TBS, Online Banking and/or the HSBC Mobile Banking App once the reason for the suspension has ended.

## 27. Changing the terms – General Information

27.1 We may change interest rates and other Terms in accordance with this clause 27 and clauses 28 to 33.

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

27.3 Information about our current interest rates is available on our website, by telephoning us and by asking a member of staff at any of our branches. When we change the interest rates on your account, we will update this information. The old rates will also be available to help you compare rates. We will update information in our literature as soon as reasonably possible.

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## 28. Interest rates changes that apply to money you have with us in your account(s)

28.1 We may change the interest rate applicable to your Account in the following ways:

- a. if the change is favourable to you, by, within 30 days of the change, telling you about it personally; and
  - b. if the change is not favourable to you, by telling you about it personally at least two months in advance of making the change.
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## 29. Changes to additional benefits/services that are not related to payments

This section only applies to Premier MyAccount, Premier MySavings accounts and Premier Family Savings accounts.

29.1 We may make changes to additional benefits/services which are not related to payments that you receive in accordance with clause 34.2.

29.1.1 If the change is favourable to you, including the introduction of new benefits/services, within 30 days of the change, telling you about it personally; and

29.1.2 If the change is not favourable to you, including the removal of benefits/services, by giving you at least 30 days' advance personal notice.

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## 30. Other changes to the terms and benefits

30.1 We may make any other changes to the Terms (including introducing new charges or changes to the basis on which we charge for operating/providing product(s)/service(s)) and changes to benefits available by giving you at least two months' advance personal notice.

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## 31. Reasons for making changes

We may make any change to the Terms under clauses 27 to 30 for all or any of the reasons set out in this clause 31 that apply.

- a. If the change is favourable to you.
- b. Following, or in anticipation of, and to respond to a change in relevant law or regulation or to respond to a change in industry guidance or code of practice or good banking practice.
- c. To respond to the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar body.
- d. To respond to the costs or consequences of any event beyond our control that may impact our provision of accounts, services or facilities to you.
- e. To make the Terms clearer.
- f. To respond to 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.
- g. To respond to 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).
- h. To respond to changes or anticipated changes in costs associated with relevant technology, the costs we pay to others in respect of the product in question, inflation and/or in our costs of providing accounts, services or facilities.
- i. To respond to any changes or anticipated changes in money market interest rates or the cost to us of money we lend.
- j. To improve the services we provide.
- k. 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.

Where we make any change under this clause the change will be proportionate to the underlying reason for the change.

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## 32. Other reasons for making changes to the terms

We may also make a change to the Terms under clauses 27 to 30 for any other valid reason that applies and that is not described in clause 31. We will always give you personal notice of any such change and notify you that the change has been made under this clause 32.

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

33.1 When we give you advance notice of a change we intend to make in accordance with clauses 27 to 32, before the change takes effect you may end this contract and close your account(s) in accordance with clause 34. There will be no charge for this. If you do not tell us that you want to end this contract, and if we do not hear from you as described in clause 33.2 before the date each change is to take effect, then you will be deemed to have accepted the change and it will take effect automatically.

33.2 If you do not accept a change made under clauses 27 to 32, then you must tell us before the change takes effect and we will treat this as notice from you to end this contract and close your account(s) immediately in accordance with clause 33. There will be no charge for this.

## 34. Ending this contract and closing your account(s)

34.1 You can end this contract and close your account(s) with us at any time, by writing or phoning us, by going into your local branch or via Online Banking (you can only use Online Banking if you have two or more accounts with us (including any First Direct accounts) and the balance on your account is being transferred to another account with us). You must destroy any unused cheques and your card by cutting them into at least six pieces. If you have registered a debit card on a device or within an e-wallet, you must also delete the debit card from each device on which it is registered.

**Clauses 34.2, 34.3 and 34.4 only apply to Premier MyAccounts, Premier MySavings accounts and/ or Premier Family Savings accounts.**

34.2 If your named parent/legal guardian (please see clause 1.6 for more details about who is your named parent/legal guardian) ceases to be an HSBC Premier customer, you will not be eligible for a Premier MyAccount, Premier MySavings account or Premier Family Savings account (please see clause 1.6 which sets out the criteria that must be met to have these accounts). If this happens, we will give you two months' notice by post, email or secure e-message that:

34.2.1 your Premier MyAccount (if you have one) will be converted to a MyAccount and your Premier MySavings account (if you have one) will be converted to a MySavings account; or

34.2.2 your Premier Family Savings account will be converted to a Flexible Saver Account (or equivalent account if the Flexible Saver account is no longer on sale).

34.3 When we give you notice under clause 34.2, we will also give you details of your new account and the terms and conditions that will apply. You can close your new account at any time without charge.

34.4 When you open a Premier MySavings account and Premier MyAccount, you will sign a third party mandate giving your named parent/legal guardian certain rights in respect of your banking with us. If you want to cancel the mandate, you will need to convert your account(s) to our standard MyMoney account(s). Under the MyMoney Terms and Conditions your parent(s)/legal guardian(s) will have rights that are similar to those set out in clause 35.4 of these MyMoney and HSBC Premier Family Terms (these rights are more limited than the rights given under the mandate). Once you convert to the standard MyMoney products, you will not receive any of the additional benefits attached to the Premier Family accounts.

34.5 If you want to authorise another person to operate your account you can apply for a third party mandate to be added to your account. If the third party mandate application is approved, you'll be responsible for the actions of that person when they operate your account as if they were your own.

34.6 We can remove any third party mandate (including third party mandates on Premier MySavings accounts and Premier MyAccounts) with immediate effect if the person you have authorised has breached these Terms or any law or regulation. If we remove a third party mandate in any other circumstances, we will give you 2 months' notice in advance.

34.7 Unless you instruct us not to, when you reach the age of 18:

34.7.1 we will transfer your Premier MyAccount or MyAccount to our Bank Account (or equivalent account if the Bank Account is no longer on sale when you reach 18, or alternative account if we consider that another of our accounts would be more beneficial to you). If you advise us you are going to higher education and you meet our Student Bank Account eligibility criteria, you may transfer to our Student Bank Account instead (you may need to complete a new application for this). We will write to you at least two months before you are 18 giving you details of our Bank Account (or equivalent) and Student Bank Account and the terms and conditions that apply. Our current accounts and their features may change from time to time. You can close your new account at any time without charge; and

34.7.2 we will transfer your Premier MySavings account to our Premier Family Savings account (or any account that replaces it) or your MySavings account to our Flexible Saver account (or any account that replaces it). We will write to you at least two months before you are 18 giving you details of your new account. You can close your new account at any time without charge.

**Clause 34.7.3 only applies to Premier Family Savings accounts.**

34.7.3 Unless you instruct us not to, when you reach the age of 26 we will transfer your Premier Family Savings account to a Flexible Saver Account (or equivalent account if the Flexible Saver account is no longer on sale). We will write to you at least two months before you are 26 giving you details of your new account. You can close your new account at any time without charge.

34.8 If you instruct us not to transfer your Premier My Account and/or Premier MySavings account or MyAccount and/or MySavings account to new accounts when you reach the age of 18, we will end this contract and close your account(s) immediately and pay any credit balance to you. There will be no charge for closing your account(s).

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

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

- a. You are, or we reasonably suspect that you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally; or
- b. Your account is, or we reasonably suspect your account is, being used for an illegal purpose; or
- c. You are, or we reasonably suspect you may be, acting fraudulently; or
- d. Your behaviour is improper, for example you act in a threatening or violent manner towards staff, which makes it inappropriate for us to maintain your account; or
- e. You were not entitled to open your account or take out your service; or
- f. You have not provided us with adequate information required under clause 35.5; or

34.9.2 if we reasonably consider that by continuing the framework contract:

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

34.10 We will give you notice in writing immediately after your account(s) has been closed under clause 34.9.

34.11 We may end this contract and close your account(s) for any other reason by giving you at least two months' written notice.

34.12 You must repay any money owed to us before we close your account(s). If, after account closure, we pay any cheques you have issued or card transactions you have made or incur any charges relating to these, you agree to repay us these amounts in full.

34.13 If we close your account(s) we will repay any credit balance to you. You must destroy any unused cheques and all cards we have issued to you by cutting them into at least six pieces.

34.14 In the event of your death, we may require a Grant of Probate (in Scotland "Confirmation") or Letter of Administration issued by the authorities where your account(s) are based (including in the Channel Islands or the Isle of Man) before releasing any monies in your account(s) to your personal representatives.

**Moving to a current account outside of the UK**

34.15 If you hold any of our current accounts which you opened in the UK and you tell us that you want to open a current account with a bank or other financial institution located outside of the UK but within the EU, on your request we'll take the following steps:

34.15.1 We'll provide you with a list of your currently active standing orders (where available) and available information about any recurring payments into your account and any direct debits taken from your account within the last 13 months. We won't charge you for this.

34.15.2 We'll transfer any positive balance on your account with us to the new account, provided that:

- you have asked us to do so;
- you have given us full details of the new account; and
- there are no outstanding charges or debts on your account with us.

34.15.3 Provided that there are no outstanding charges or debts on your account with us, we'll close your account (if you would like us to do so). If there are any outstanding charges or debts, we'll tell you without delay.

34.16 We'll take such steps on the Working Day that you specify, but this must be at least six Working Days after we receive your request.

## 35. General

### 35.1 Cancellation of your account(s)

35.1.1 For 14 days after we open your account(s), you have the right to cancel your contract with us by closing your account(s). We will give you all your money back together with any interest it has earned. You won't have to pay any charges for exercising this right but you'll have to pay for any transactions relating to the time that your account was open. If you want us to, we will help you switch accounts.

35.1.2 If you applied for your account by telephone or online, the 14 day period will start from the day after you receive the Terms. If you applied for your account in branch, the 14 day period will start on the day after the account is opened.

35.1.3 You can tell us you want to close your account(s) by writing to us at PO Box 6201, Coventry CV3 9HW, or via Online Banking. We will ignore any additional charges and any notice period that applies to your account(s).

35.1.4 If you don't close your account in the 14 day period, you can still close your account in accordance with the section "Ending this contract and closing your account(s)" above.

### 35.2 Additional benefits/services that are not related to payments

**Clause 35.2 applies to Premier MyAccounts, Premier MySavings accounts and/or Premier Family Savings accounts.**

35.2.1 We may provide some additional benefits/services that are not related to payments (for example, travel insurance). Separate terms and conditions may apply to some or all of the benefits/ services and we will provide these to you when the benefits/services are made available.

35.2.2 We will tell you which benefits/services are available when you enquire about or apply for the appropriate benefit/service. We may later change these benefits/services and any applicable terms.

### 35.3 Borrowing on your account(s)

You must not borrow from us on your Premier MySavings account, your Premier MyAccount, Premier Family Savings account, MySavings account or MyAccount.

### 35.4 Sharing information with your parents/legal guardians

We may when we wish disclose information about your Premier MyAccount and Premier MySavings account to your named parent/legal guardian (please see clause 1.6 for more details about who is a named parent/legal guardian) or to any of your parents or legal guardians in the case of your MyAccount or MySavings account. We will not disclose information about your Premier Family Savings Account. If your named parent/legal guardian asks us about your Premier MyAccount and/or Premier MySavings account or any of your parents or legal guardians asks us about your MyAccount or MySavings account in writing or at one of our branches, or via TBS, we may also provide them with such information as we consider reasonable to enable them to be satisfied that the relevant account has been operated in your best interests. We will write to your named parent/legal guardian to confirm we have opened a Premier MyAccount account or Premier MySavings for you.

We will write to your parents or legal guardians who live at your postal address to confirm we have opened a MySavings account and/or MyAccount for you.

### **35.5 Tax liability and withholding of income**

We may require you to provide us with information and documentation to determine your liability to tax (both within the UK (or for the Channel Islands and Isle of Man, within the island where your account is held) and, where appropriate, overseas), and we may share this information and documentation with domestic and foreign tax authorities to establish your liability to tax in any jurisdiction. If you do not supply us with adequate and timely information and documentation that we have requested, then we may withhold income or a proportion of income from your account and pass it to domestic or foreign tax authorities. Neither we nor any other member of the HSBC Group shall be responsible to you or any third party for any loss incurred as a result of us or any other member of the HSBC Group taking the actions set out in this clause 35.5.

### **35.6 Credit interest (not applicable to all accounts)**

We'll pay you credit interest gross. We'll calculate any credit interest on payments once these have been added to your account. It's your responsibility to comply with your tax obligations.

### **35.7 Our right of "set-off"**

**Clause 35.7 only applies to Premier Family Savings accounts.**

35.7.1 If your Premier Family Savings account is in credit, we may use the money to reduce or repay any amounts you owe on other accounts you hold with us anywhere in the same name (including any card accounts and any joint accounts) whether or not those accounts are in the same currency, or any other amount you owe us.

This is called our right of "set-off".

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

35.7.3 We will not use our right of set-off:

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

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

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

### **35.8 Contacting you**

35.8.1 You agree that we may use any contact details you have provided to us, including your postal address, telephone number(s) (including your mobile telephone number) and email address to contact you for service or operational reasons. These include telling you about changes to the Terms, including interest rates, that apply to your account(s) and generally communicating with you about the day-to-day running of your account(s), products and services. If you are registered for Online Banking you agree that we may also contact you using our secure e-message service within Online Banking for these purposes. You must ensure that the contact details you provide are accurate and that you notify us promptly of any changes, including to your email address, telephone number and postal address. If we are going to stop providing the type of account that you hold with us, we may need to move you to a different account and we may not be able to notify you of this if you do not tell us when your contact details change. Remember, communications may contain confidential information and if anyone else has access to your email inbox or mobile telephone messages for example, they may be able to see this. If you would prefer that we do not contact you for service or operational reasons by email, mobile message or secure e-message please let us know.

### 35.8.2 My documents

If you're registered for Online Banking we may place documents and correspondence in the My documents facility in your Online Banking. We may stop sending you these items by post so it's important that you log into Online Banking and check "My documents" regularly. If you want to make sure that we always send you communications and documents by post you must either:

- a. select "no" for "My messages and My documents" within Contact Preferences in your Online Banking,
- b. tell a member of staff in any of our branches, or
- c. tell us using TBS.

Provided we hold an up to date email address for you, we will send you an email alert each time we place a new item in My documents. Occasionally we may not be able to send you an email alert, for example if there is an issue with our systems, so it's important you do check My documents regularly.

Once we have placed items in My documents we will not delete them provided you have a relationship with us. If you do end your relationship with us you can ask us to provide you with paper copies of items that were in My documents for at least the next six years. We will not change items once we have placed them in My documents.

35.8.3 Whilst we will try to use your preferred channels wherever possible, you may continue to receive important service messages via any of these channels, for example, where we need to contact you urgently.

35.8.4 Where we hold alternative postal address(es) for you, we may send mail to your home address if it is returned from, or you do not respond to, mail sent to your correspondence address.

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

### 35.9 Inactive accounts

If there has been no activity from you on your account for some time, we may suspend your account (which will mean no payments can be made into or out of it) to protect against fraud.

Unless we are concerned that doing so may jeopardise the security of your account, we'll give you two months' advance personal notice.

### 35.10 Changing our banking hours and practice

We may change our banking hours, banking practices, availability of branches and similar matters by giving you notice in our branches or in the national press or by post (which includes statement messages and secure e-messages). If we plan to close or move your branch, we will give you at least 12 weeks' notice by post. We will tell you how we will continue to provide banking services to you.

### 35.11 Transferring your account(s)

We may transfer you from your existing account(s) to other account(s) we believe are appropriate for you if your existing account(s) are no longer going to be sold by us, or if we introduce new eligibility criteria or change any existing eligibility criteria for such account(s) and you do not meet this. If we are going to transfer you to another account for one of these reasons, we'll give you at least two months' notice that we're going to do so. You can close your account at any time from the date on which you receive notice of the transfer until 60 days after it has been transferred without charge.

### 35.12 Transferring rights and obligations

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



### 35.13 Not enforcing the Terms

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

### 35.14 Your statutory rights

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

### 35.15 Governing law and language

For accounts opened in the UK (except Scotland), the Terms are governed by the laws of England and Wales as are our dealings with you until the time your account is opened. For accounts opened in Scotland, Scottish law will apply. For accounts held in the Channel Islands and Isle of Man, the local law of the island where your accounts are held will apply. Alderney and Sark are governed by the laws of the Bailiwick of Guernsey. You and we submit to the non-exclusive jurisdiction of the courts of England and Wales, Scotland or the Isle of Man, Jersey or Guernsey as appropriate.

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

### 35.16 Unclaimed Assets Scheme Clause 35.16 only applies to Premier Family Savings accounts

35.16.1 This section does not apply to customers who are under the age of 18, Money Market Accounts or Foreign Currency/International Personal Accounts, or accounts held in Jersey, Guernsey and the Isle of Man.

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

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

35.16.4 Upon transfer of the money to RFL we will close your account in accordance with clause 34.11 of these Terms (unless it has already been closed).

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

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

### 35.17 Use of your account

35.17.1 You confirm that, at the time of application, and anytime in the future you will not do any of the following or take any steps or make any informal or formal arrangements with anyone with a view to doing any of the following:

- a. use or seek to use the account for illegal purposes;
- b. plan or intend to obtain or use the account, service or any money in it illegally;
- c. agree to someone using the account, or enable it to be used by someone else where that person is not a party to the agreement with you or managing the account in accordance with a Power of Attorney, court order or third party mandate;
- d. act in a way or do anything that might expose us (or another HSBC Group company) to action or censure from any government, regulator or law enforcement agency; and

if you do not act in accordance with the above so that the confirmation you have provided above is untrue or becomes untrue in the future, we can end this agreement immediately.

35.17.2 You confirm that any information you have provided to us or which you provide to us in the future (during the application or at other times), is or will be true to the best of your knowledge and belief.

35.17.3 We can also end this agreement immediately if we reasonably believe that by you maintaining your account with us this might mean we break a law, regulation, code, court order or other duty.

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## 36. Your Information

We will not disclose Customer Information to anyone, other than where:

- 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 clause 36.

### 36.1. Collection of Customer Information

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

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

### 36.2. Use of Customer Information

We will process, transfer and disclose Customer Information to:

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

### 36.3. Sharing Customer Information

When we use Customer Information as set out above, we may transfer and disclose it as follows:

- to any member of the HSBC Group and anybody who provides services to them or their agents;
- to any Authorities;



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

The above recipients may also use, transfer and disclose Customer Information for the same purposes and they may be in countries where data protection laws do not provide the same level of protection as in the UK.

For example, regulations implementing international agreements on tax compliance may require us to report certain information about you (and/or about Connected Persons) to the Tax Authority in the country in which your account is maintained (e.g. HM Revenue and Customs in the UK), which may transfer that information to any Tax Authority in countries where you or a Connected Person may be tax resident.

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

#### **36.4 Your responsibilities**

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

You alone are responsible for complying with your tax obligations (and Connected Persons are responsible for complying with theirs), such as payment of tax and filing of tax returns, in all countries where those obligations arise and relating to the opening and use of accounts and services provided by members of the HSBC Group. Some countries' tax laws may apply to you even if you do not live there or are not a citizen of that country. No member of the HSBC Group provides tax advice or is responsible for your tax obligations in any country including in connection with any accounts or services provided by members of the HSBC Group. You should seek independent legal and tax advice.

#### **36.5 What happens if you don't meet your responsibilities?**

If you:

- do not promptly respond to our requests for Customer Information; or
- do not agree that we can disclose, transfer or process Customer Information in accordance with this clause Your information (other than for marketing or market research purposes); or
- if a member of the HSBC Group suspects Financial Crime, then we may:
  - (i) be unable to provide all or part of the Services to you and can end our entire relationship with you;
  - (ii) take necessary steps for any member of the HSBC Group to meet the Compliance Obligations; and/or
  - (iii) block or close your account(s).

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

### 36.6 Accessing your information

You can make a written request for a copy of certain personal records we hold about you. The current fee is £10.00 per request from each individual.

### 36.7 Actions we take to prevent financial crime

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

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

### 36.8 Credit reference and fraud prevention agencies

We may share information with credit reference agencies for the uses described under the heading "Use of Customer Information" above, including to verify your identity and suitability for the Account.

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

### 36.9 Information we may store on your computer

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

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

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

### 36.10 Other ways we can use your information

To ensure that we carry out your instructions accurately, to help us improve our service and in the interests of security, we may monitor and/or record your communications with us such as telephone calls and conversations in branches. We may collect, store and analyse recordings of your voice to generate a 'voice print' that's unique to you, and use this voice print to identify you when you call us. If you permit anybody else to operate your account on your behalf (e.g. by using a power of attorney) then we may also generate a voice print for them if they call us, and you must inform them of this. In the interests of security and preventing crime we may use closed-circuit TV in and around our premises for the monitoring and collection of sound and/or visual images. All recordings remain our sole property.

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

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

This clause 36 will continue to apply even if this agreement is ended by you or us.

## Disclosure to my child

### **This section only applies to parents or guardians of children with a Premier My Savings and/or a Premier MyAccount or a Premier Family Savings account**

I agree that you can disclose to my child who has a Premier My Savings and/or a Premier MyAccount or a Premier Family Savings account with you that I no longer have a HSBC Premier Bank Account with you.

## General Information

We are covered by the Financial Services Compensation Scheme (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 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 scheme (including the current limits, amounts covered and eligibility to claim) please refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call the FSCS on 020 7741 4100 or 0800 678 1100. Please note only compensation related queries should be directed to the FSCS.

For all other enquiries on your account please contact HSBC using the telephone numbers in the Contact Information section of these MyMoney and HSBC Premier Family Terms.

HSBC Bank plc is incorporated in England and Wales and is established at 8 Canada Square, London E14 5HQ, which is its registered office. HSBC Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority for the conduct of deposit taking, investments, general insurance business and credit business under reference number 114216. HSBC Bank plc's registered VAT number is GB365684514 and its company register number is 14259.

Deposits made with our branches in the Channel Islands and the Isle of Man are not protected by the rules made under the UK's Financial Services and Markets Act 2000 for the protection of retail clients, including the UK Financial Services Compensation Scheme and the Financial Ombudsman Service. In Jersey, HSBC Bank plc is a participant in the Jersey Bank Depositor Compensation Scheme. The scheme offers protection for eligible deposits of up to £50,000. The maximum total amount of compensation is capped at £100,000,000 in any five-year period. Full details of the scheme and banking groups covered are available on the States of Jersey website [www.gov.je/dcs](http://www.gov.je/dcs) or on request. In Guernsey, HSBC Bank plc is a participant in the Guernsey Banking Deposit Compensation Scheme. The scheme offers protection for 'qualifying deposits' up to £50,000, subject to certain limitations. The maximum total amount of compensation is capped at £100,000,000 in any five-year period. Full details are available on the Scheme's website [www.dcs.gg](http://www.dcs.gg) or on request. Deposits made with our branches in the Isle of Man are protected by the Isle of Man Depositors Compensation Scheme Regulations 2010. Full details are available on request.

In Jersey HSBC Bank plc is regulated by the Jersey Financial Services Commission for Banking, General Insurance Mediation and Investment Business and we abide by the Code of Practice for Consumer Lending. In Guernsey HSBC Bank plc is licensed by the Guernsey Financial Services Commission for Banking, Insurance, Collective Investment Schemes and Investment Business. In the Isle of Man, HSBC Bank plc is licensed by the Isle of Man Financial Services Authority.

## Complaints

### Accounts held in the UK

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

- visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk); or
- write to:  
The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR; or
- phone them on 0800 0234 567 or 0300 1239 123

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

### Accounts held in the Channel Islands

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

Channel Islands Financial Ombudsman (CIFO)  
PO Box 114  
Jersey  
Channel Islands JE4 9QG

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

Email: [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org)

Website: [www.ci-fo.org](http://www.ci-fo.org)

### Accounts held in the Isle of Man

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

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

Tel: 01624 686500

Email: [ombudsman@iomoft.gov.im](mailto:ombudsman@iomoft.gov.im)

Website: [www.gov.im/oft/ombudsman](http://www.gov.im/oft/ombudsman)

## Accessibility

To find out more about our accessible services please visit [www.ciiom.hsbc.com/accessibility/](http://www.ciiom.hsbc.com/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 0345 600 6161.

A textphone service is available for customers with hearing and/or speech impairment(s) on TBC (TBC from overseas).

BSL Video Relay Service is also available (Monday-Friday, 8am-6pm, excluding Bank and Public Holidays) at [www.ciiom.hsbc.com/accessibility/](http://www.ciiom.hsbc.com/accessibility/).

**[www.ciiom.hsbc.com](http://www.ciiom.hsbc.com)**

**Issued by HSBC Bank plc**

Registered Office: 8 Canada Square, London E14 5HQ

Customer Information:

PO Box 6201, Coventry CV3 9HW

PO Box 14, St Helier, Jersey JE4 8NJ\*

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

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

\*Local compensation schemes apply see inside for details.