

Contact us

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

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

Yours sincerely,

Your HSBC Premier Team

Important information for you

Your new benefits



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

## Your Welcome Pack

## **Contents**

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# Benefits and features of **HSBC** Premier

## Embrace your life full of life

Life is full of responsibilities and choices to make, but also opportunities and dreams to fulfil. We're here to support you with those unexpected decisions life can throw your way, and to help you plan for whatever you want your future to bring.

## Your benefits at a glance:

- an interest free arranged overdraft
- complimentary worldwide travel insurance, underwritten by Aviva Insurance Limited
- preferential rates and terms on a range of our products and services<sup>1</sup> including personal loans<sup>2</sup> and mortgages<sup>3</sup>
- your own Premier Service Manager
- a choice of two Credit Cards designed to reward you on your transactions:

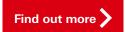
#### **Premier Credit Card**

ciiom.hsbc.com/credit-cards/products/premier

#### **HSBC Premier World Elite Credit Card**

ciiom.hsbc.com/credit-cards/products/premier-world-elite-credit-card

- Dedicated 24-hour telephone banking service.
- Access to your exclusive Island Privileges.



#### Your home or property may be repossessed if you do not keep up repayments on your mortgage.

- Preferential rates compared to our Bank Account and Bank Account Pay Monthly products
- Preferential loan rates compared to our standard loan range
- May depend on lending requirements. Please visit hsbc.co.uk/mortgages/our-rates for more information

## Eligibility

You'll remain eligible for HSBC Premier if you continue to pay your annual income into your HSBC Premier Bank Account and either:

- have savings or investments of at least £50,000 with HSBC in the CIIOM; or
- have an individual annual income of at least £75,000 and have one of the following products with HSBC in the Channel Islands and Isle of Man: a mortgage, an investment, life insurance or protection product

or, if you qualify for HSBC Premier in another country.

For eligibility purposes HSBC refers to the Channel Islands and the Isle of Man but excludes HSBC UK, HSBC Expat, M&S Bank and First Direct.

If applying for a joint account based on annual income, at least one of you must have an individual annual income of at least £75,000.

We'll review your account on a regular basis and if you no longer meet the qualifying criteria we'll convert your account to another HSBC current account. We'll always tell you at least two months before we convert your account.

## Access to preferential rates, terms and rewards<sup>1</sup>

#### An interest free arranged overdraft

Apply for a £500 interest-free arranged overdraft facility with no overdraft fee, subject to eligibility and status.

Overdraft representative example (assumed arranged overdraft £1,200): ciiom.hsbc.com/premier/day-to-day-banking/bank-account

#### Worldwide Travel Insurance, underwritten by Aviva Insurance Limited

It protects you and your partner under the age of 70, and any dependent children or grandchildren<sup>2</sup>. Terms and conditions apply.

#### Preferential rates on HSBC personal loans<sup>3</sup>

ciiom.hsbc.com/loans/premier

#### Your own personal Premier Service Manager

To support your finances and help you make the most of your new Premier account, you'll have your very own personal Premier Service Manager who can advise on things such as planning your future and managing your money.

- <sup>1</sup> Preferential rates compared to our Bank Account and Bank Account Pay Monthly products.
- <sup>2</sup> Children and grandchildren must be under 23 on the start date of the trip.
- 3 Preferential loan rates compared to our standard loan range.



## **HSBC** Premier Debit Card

Use your HSBC Premier Debit Card to make ATM cash withdrawals. Wherever you are in the world, we won't charge you non-sterling cash fees (ATM transaction fees), however some cash machine operators may apply a direct charge for withdrawals from their cash machines which they should tell you about on screen before you withdraw any money. We'll charge you a non-sterling (foreign transaction) fee, currently 2.75% of the sterling amount of the transaction.

## **HSBC** Premier Credit Card

(subject to status)

Our HSBC Premier Credit Card brings rewards for you and your family to enjoy, with a Rewards Points Programme and Premier Privileges. The HSBC Premier Credit Card also gives you access to several travel benefits for you and your family.



For information on payments, interest rates, fees and charges, see the ciiom.hsbc.com/credit-cards/products/premier/summary-box.

Representative example			
Representative 18.9% APR (variable)	Purchase rate 18.9% pa (variable)	Based on assumed credit limit of: £1,200	

## HSBC Premier World Elite™ MasterCard®

(subject to status)

With an annual fee of £195, our HSBC Premier World Elite Credit Card brings you a world of rewards, an enhanced Rewards Programme and Premier Privileges. Travelling the world and experiencing new places and cultures can be so rewarding, this is why the HSBC Premier Word Elite Credit Card also gives you and your family access to several travel benefits that will help you throughout your journey.



For information on payments, interest rates, fees and charges, see the ciiom.hsbc.com/credit-cards/products/premier-world-elite-credit-card/summary-box.

Representative example			
Representative	Purchase rate	Based on assumed credit limit of:	
59.3% APR (variable)	<b>18.9% pa</b> (variable)	£1,200	

With an annual fee of: £195

Further details and terms and conditions can be found at ciiom.hsbc.com/current-accounts/products/hsbc-premier/#

To apply call 03456 006 161 (textphone 0800 028 0126).

## **HSBC** Premier Personal Loans

As an HSBC Premier customer, loans are exclusively available up to £50,000. The preferred rate is on our website.

Our Personalised Loan Quote tool will give you an indication of the terms on which we may be able to lend to you, without affecting your credit rating in any way.

All credit applications are subject to status. The rate you're offered may differ from the representative APR shown – this will be based on your financial circumstances and the amount borrowed. Terms and Conditions apply.



## Premier Family benefits

HSBC Premier's benefits extend to your family too.

#### **HSBC Premier Family accounts – added benefits**

One of the most important life skills you can teach your children is to understand the value of money. Our children's HSBC Premier MyMoney accounts give your child the opportunity to manage their own money, with your guidance, from a young age. Encouraging children to save from the age of 7 with an HSBC Premier MySavings Account and offer them the experience of managing a current account and contactless debit card from 11 years old with an HSBC Premier MyAccount.

Your child's accounts will be held in their name, but you'll be able to check them for your own peace of mind. From 11 they'll have their own contactless debit card, which allows them to withdraw up to £100 a day from cash machines in the UK, Channel Islands and Isle of Man, and around the world, without being charged a cash withdrawal fee by HSBC.\* And because you never stop worrying about your children/grandchildren they will receive access to the same emergency services you would receive outside the UK, Channel Islands and Isle of Man, and to help you prepare for and secure your family's future, HSBC Premier's Financial Planning services are always on hand.

\*Please note that a non-sterling transaction fee for a cash withdrawal in a foreign currency always applies to all transactions outside the UK. Currently this is 2.75% of the sterling amount of the transaction.

#### **HSBC Premier Family mortgage**

As an HSBC Premier customer you can benefit from preferential mortgage terms on selected mortgage products, depending on your lending requirements, together with a dedicated Premier service. And now your children and grandchildren could also take advantage of these too – whether they are buying their first home and need help getting on the property ladder or re-mortgaging from another lender, HSBC Premier can help.

Your home or property may be repossessed if you do not keep up repayments on your mortgage.

All mortgage applications are subject to status, our lending criteria and an assessment of the circumstances of the applicant.

#### **Premier Worldwide Travel Insurance**

You and your family can enjoy HSBC Premier Worldwide Travel Insurance at no extra cost. This includes cover for your partner, and dependent children and grandchildren under 23 years of age at the start of the trip. HSBC Premier Travel Insurance is underwritten by Aviva Insurance Limited. Terms and Conditions apply.

#### Global Wi-Fi with the HSBC Premier Credit Card and HSBC Premier World Elite Credit Card

Unlimited Wi-Fi for you and your family through Boingo at over one million hotspots worldwide with our HSBC Premier exclusive credit cards. You can connect up to four devices at airports, hotels and popular places around town, which allows your family to benefit from it too.

#### **Premier Credit Card**

ciiom.hsbc.com/credit-cards/products/premier

#### **HSBC Premier World Elite Credit Card**

ciiom.hsbc.com/credit-cards/products/premier

#### Studying abroad

If your child is thinking of studying abroad, we can open an account for them (subject to status) that's ready before they arrive, in over 30 countries worldwide.

Certain features and benefits are subject to status and meeting HSBC's proof of Channel Islands and Isle of Man address requirements.

All credit applications are subject to status, our lending criteria and an assessment of the circumstances of the applicant.

## Online Banking

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

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

#### **HSBC Mobile Banking app**

As an HSBC customer, the HSBC Mobile Banking app\*1 for iPhone®, iPad®, Android™, Amazon fire™ and Blackberry®10 mobile digital devices lets you manage your personal accounts easily and securely from your mobile phone and tablet.

What you can do:

- use a Digital Secure Key\*2
- view balances and up to 90 recent transactions
- make bill payments to existing beneficiaries
- transfer money between your HSBC accounts in the UK, Channel Islands and Isle of Man
- find your nearest ATM or HSBC branch\*2
- send money outside the UK (Global Transfers) for free from your other HSBC Group Accounts outside the UK
- \*1 Depending on your operating system, you may not have access to all of the services provided within the HSBC Mobile Banking app. For more information please see ciiom.hsbc.com/ways-to-bank. We will not charge you for downloading the app but you may receive charges from your network provider. If you are unsure of your current data charges, please contact your mobile phone contract provider. Please note that charges may vary if used overseas.
- \*2 Available on most devices. See ciiom.hsbc.com/ways-to-bank for further details.

## Relationship Management Services

HSBC Premier offers a range of relationship management services which are there to help you manage your banking and finances and make the most of HSBC Premier. Our aim is to meet your personal needs and circumstances with the service we provide and can introduce you to a range of HSBC specialists as appropriate, including regulated Financial Advisers.

We will confirm your relationship management service, where applicable, and all of the other benefits of HSBC Premier are available to you. We will let you know in advance if there are changes to your relationship management service. There are fees for our financial advice service which will be explained in advance.

## **HSBC** Premier Financial Advice Service

Whether your dream is to retire in style, put your children through university or protect your loved ones, financial planning could help you secure the future you've imagined.

You can be assured that with a genuine understanding of your needs, our Financial Advisers could show you the steps you might take to start building the future you want.

If you have £50,000 or more in savings or investments, are aged 18 or over and a Channel Islands or Isle of Man resident, a Premier Manager, where appropriate, may introduce you to our HSBC Premier Financial Advice Service.

We offer holistic advice, which means we assess your needs across all of the following four areas:

- protecting you and your family
- saving for your children's future and education needs
- · managing and growing your wealth
- passing on your wealth

This holistic approach gives us a clearer picture of what's important to you.

If you are interested in our HSBC Premier Financial Advice Service, we can discuss your objectives and goals and recommend solutions to meet your needs. Fees will apply for this service and in your initial, no-obligation discussion, a Premier Manager will clearly explain these and also discuss the types of products and services offer.

We offer restricted advice which means rather than recommending products from the whole of the market, we have elected to instead offer you a limited range of products from a limited number of carefully selected companies, including HSBC.

All investments carry some risk. The value of investments (and any income received from them) can fall as well as rise and you may not get back what you invested. For some investments this can also happen as a result of exchange rate fluctuations as shares and funds may have an exposure to overseas markets.

Most investments should be considered as a medium to long-term commitment; this means you should be prepared to hold them for at least five years.



## Worldwide Travel Insurance

You and your family can enjoy HSBC Premier Worldwide Travel Insurance at no extra cost. This includes cover for your partner, and dependent children and grandchildren under 23 years of age at the start of the trip. HSBC Premier Travel Insurance is underwritten by Aviva Insurance Limited. Terms and Conditions apply.



## Worldwide support

- Automatic HSBC Premier status in all countries where you bank with HSBC.<sup>1</sup>
- · Free international account opening before you arrive at your destination, when moving abroad.
- Access to HSBC Expat<sup>2</sup> banking and wealth management.
- Global View online, and via the HSBC Mobile Banking app. Access to all your global HSBC Premier accounts in one place with a single log-in.
- Global Transfers transfer funds between your globally linked accounts with no transaction charges online and via the HSBC Mobile Banking app.
- Over 300 HSBC Premier centres worldwide. Contact your Relationship Manager, access Online Banking and use our meeting rooms for your own business needs.

#### **Global Emergency services**

- Worldwide emergency replacement for a lost or stolen HSBC Premier Credit Card within 36 hours.
- Cash in the local currency up to the value of US\$2,000 (if your debit card is lost or stolen).
- <sup>1</sup> Please be aware there are some countries where HSBC does not have a presence.
- <sup>2</sup> HSBC Expat is a division of HSBC Bank plc in Jersey.

## **Exclusive Island Privileges**

As an HSBC Premier customer, you can enjoy a range of offers and discounts exclusively for you through Island Privileges.



# Making Sense of Overdrafts

## Introducing our Overdraft Service

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

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

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

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

## Who is eligible for this service?

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

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

## Do you know you need an overdraft?

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

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

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

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

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

## Monthly cap on unarranged overdraft charges

- 1. Each current account will set a monthly maximum charge for:
- (a) going overdrawn when you have not arranged an overdraft; or
- (b) going over/past your arranged overdraft limit (if you have one)
- 2. This cap covers any:
- (a) interest and charges for going over/past your arranged overdraft limit
- (b) fees for each payment your bank allows despite lack of funds; and
- (c) fees for each payment your bank refuses due to lack of funds

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

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

## **HSBC** Premier

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

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

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

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

## Overdraft Text Alerts

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

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

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

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

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

## Keeping track of your balance

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

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

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

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

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

## Bank Account Pay Monthly

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

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

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

## Account Management

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

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

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

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

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

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

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

## Want to know more?

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

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

#### Important Information

HSBC Bank plc, registered in England and Wales number 14259. Registered office 8 Canada Square, London, E14 5HQ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. HSBC Bank plc, Jersey Branch is regulated by the Jersey Financial Services Commission for Banking, General Insurance Mediation, Fund Services and Investment Business. HSBC Bank plc, Guernsey Branch is licensed by the Guernsey Financial Services Commission for Banking, Insurance Intermediary and Investment Business. In the Isle of Man HSBC Bank plc is licensed by the Isle of Man Financial Services Authority.

# Our promises to each other

## Personal Banking and Private Banking Terms and Conditions

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# 1. Welcome

## 1.1 Our agreement

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

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

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

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

## 1.2 Key

In this agreement these icons mean:







Things you need to do that are time sensitive

## 1.3 The documents that make up our agreement

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

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

## 1.4 Keeping in touch

#### Contacting us

You can contact us using the details shown below.

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

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

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

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

#### **Contacting you**

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



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

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

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

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

## 1.5 Accessibility

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

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

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

# 2. Security

## 2.1 Security details and payment devices

In this section:

When we say	We mean
Security details	The details that keep your account safe. These are some types of security details:
	<ul> <li>passwords, PINs, security codes (including CVC codes), and memorable data</li> </ul>
	biometric data (such as a fingerprint, face or voice ID)
	<ul> <li>the codes and passwords you set up with us for Telephone, Online or Mobile Banking</li> </ul>
	any information you use with a payment device
	The type of security details we ask you to provide may change in future.
Payment device	A device you can make payments with or use to access, or do certain things on, your account (such as your phone, your computer, your card, any physical or digital secure keys or any e-wallet). The types of payment devices available may change in future as technology changes.

## 2.2 Keeping your account secure – your responsibilities

## Things you must do:

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

## X Things you mustn't do:

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

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

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

## 2.3 Secure communications

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

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



#### (I) Get in touch immediately

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

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

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

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

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

## 2.5 Checking it's you

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

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

## 2.6 Information we require

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

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

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

## 2.7 Privacy

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

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

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

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

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



#### Data provided to Hong Kong branch

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

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

## 2.8 Can someone else act on your behalf?

Yes. The most common arrangements are:

#### **Power of Attorney** Where you give someone else signing authority over your account but don't create a Power of Attorney • There are different types of • We call this a "third party mandate". Powers of Attorney available. • You'll need to sign our paperwork to set up this arrangement . The most suitable will depend This allows the third party to carry out everyday banking transactions on your on your needs and you should account, but not to do other things such as closing your account or applying for an speak to a lawyer if you're overdraft. unsure. You'll need to sign a formal legal document. There may be special rules about how you sign it, you might need a witness and it might need to be officially registered. You should speak to a lawyer to make sure you get this right. • The attorney will be able to give all the instructions you could give, including carrying out everyday banking transactions on your account, closing your account and/or applying for an overdraft.

In both the above situations:

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

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

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

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

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

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

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

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

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

# 3. Day-to-day banking

## 3.1 Who can hold an account?

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

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

#### Documents we'll need: Who can give us instructions: we'll need a copy of the we'll ask you to complete a mandate telling us who is authorised to make payments constitutional/statutory from or give instructions in respect of your account and provide specimen documents and certain other signatures. This may affect how the account can be used documents. We'll tell you what • we can accept and execute instructions that we believe are genuine and which we need appear to have been given by you or by any person authorised on your behalf. If we in certain cases and/or in future. think any instructions are unclear or inconsistent, we may decide not to carry out the instructions until the confusion is resolved we may require other documents (e.g. a copy of a resolution authorising borrowing if you want to borrow from us)

#### Joint accounts

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

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



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



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

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

## 3.2 Types of account

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

Current accounts	For day-to-day transactional banking. We usually provide you with a debit card to enable you to make payments and withdraw cash.  With some current accounts, you can also:  ask for an arranged overdraft  make payments by cheque	
Private banking accounts	Used to buy products or investments through HSBC Private Banking (C.I.). The main way of paying money into and out of a private banking account is via electronic transfer.  If you have a private banking account with us, you might also have a separate current account with us for your day-to-day banking needs. We refer to that account as your "current account" in this agreement, even though you may get statements and cards for it that refer to "Private Banking".	
Multi-currency accounts	Allow you to hold money and make and receive payments in multiple currencies.	
Savings accounts	For saving money and earning interest. You generally can't make payments by debit card, cheque, Direct Debit or standing order. You can't have an overdraft on your savings account.	
Term deposit accounts	A type of savings account you pay money into for a specified period of time.  Generally, you can't withdraw the money during that time without losing some of the benefits and/or paying a fee. We don't generally provide debit cards, cheques or other payment methods for term deposit accounts.	

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

## 3.3 How you can use your account

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

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

## 3.4 Making payments

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

#### Making payments into your account

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

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

Payment method	Most current accounts	HSBC Expat accounts	Private banking accounts
Electronic payments This will be same-day for some transfers.  It will be longer:  • depending on the payment method  • if the payment is received in other currencies. It will be available immediately after we've converted it into local currency using the HSBC exchange rate that applies at the time	Accepted	Accepted	Accepted
Cash Immediately if paid in at one of our branches. If paid in via a self-service machine, on the same day or, if paid in after the cut-off time, the next working day.  If you pay in cash at another bank, it's normally available by the next working day. Please note other banks may charge for this service.	Accepted	Service unavailable	Service unavailable
Cheques Generally, within one working day after the working day on which we receive the cheque. It will be longer if we receive the cheque after any cut-off time on a working day. Please also see the important notes below.	Accepted	Please contact us if you need to pay in a cheque. We may not always be able to accept the cheque, and certain limits may apply.	We do not accept cheques into private banking accounts. Please speak to your relationship manager to discuss alternative options.



#### Important notes for cash

You cannot pay foreign currency cash into your account.



#### / Important notes for cheques

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

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

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



#### **Important Notes**

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

#### Making payments from your account

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

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

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



#### Important notes for cash

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

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

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

#### **Important Notes for cheques**

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

#### Other important notes

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

#### **Cut-off times**

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

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

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#### Sending money electronically in a foreign currency

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

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#### Cancelling or changing payments

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

## 3.5 Interest

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

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

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

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

## 3.6 Charges and expenses

#### Charges

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

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

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

#### Expenses

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

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

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

## 3.7 Statements

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

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

#### When we provide statements

We'll usually provide a statement every month unless:

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

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

#### How we provide statements

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

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

## 3.8 Overdrafts

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

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

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



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

Arranged Overdraft	Unarranged Overdraft
We agree this with you in advance.	This is for emergencies.
<ul> <li>There's no fixed period but we'll review the limit of your overdraft regularly.</li> <li>Where possible, always try to arrange an overdraft before you need it, as this will cost you less.</li> </ul>	<ul> <li>If you ask us to let you use more money than you have in your account, or make a payment which takes you over the limit of your arranged overdraft, we treat this as a request for an unauthorised overdraft.</li> <li>You must bring your account back to a positive balance or within your arranged overdraft limit as soon as possible.</li> </ul>

#### Helping you manage your finances

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

#### Joint account overdrafts

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

## 3.9 Repaying money you owe us

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

We:

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

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

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

## 4.1 When we refuse to accept or make payments

#### Payments into your account

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

Some examples of when we might do this are:

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

#### Payments from your account

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

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

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

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

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

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

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

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

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

## 4.3 Financial crime risk management

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

To meet these obligations, we may:

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

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

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

# 5. If something goes wrong

## 5.1 When payments go wrong

#### This can happen when:

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

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



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

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

#### What we'll do

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

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

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

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

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

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

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

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

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

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

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

## 5.2 Refunds

#### For payments by electronic transfer

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

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

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

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

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

#### When we don't refund you

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

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

#### For debit card payments

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



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

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

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

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

#### For Direct Debit payments

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

## 5.3 Complaints

#### How to complain

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

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



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



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



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

#### What happens when you complain?

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

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

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

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

#### Complaints relating to our Hong Kong branch

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

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

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

## 5.4 Disputes

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

# 6. Making changes

## 6.1 Changes we can make

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

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

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

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



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

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

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

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

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

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

#### Important notes

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

## 6.3 Changing your account with us

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

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

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

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

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

### 6.4 Current Account Switch Service

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



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

## 6.5 Transferring this agreement

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

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

## 7. Ending the relationship

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

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

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

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



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

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

#### Without notice

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

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

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

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

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

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

#### With notice

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

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

## 7.3 What happens when an account is closed?

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

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

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

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

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

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

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

## 8. Other important details

## 8.1 Where is my account held?

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

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

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

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

## 8.2 How your money is protected

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

Where the account is held	Depositor compensation scheme
Jersey	HSBC Bank plc, Jersey Branch, is a participant in the Jersey Bank Depositor Compensation Scheme. The Scheme offers protection for eligible deposits of up to £50,000. The maximum total amount of compensation is capped at £100,000,000 in any 5-year period. Full details of the scheme and banking groups covered are available on the States of Jersey website <a href="https://www.gov.je/dcs">www.gov.je/dcs</a> , or on request.
Guernsey (including Alderney and Sark)	HSBC Bank plc, Guernsey Branch, is a participant in the Guernsey Banking Deposit Compensation Scheme. The Scheme offers protection for 'qualifying deposits' up to £50,000, subject to certain limitations. The maximum total amount of compensation is capped at £100,000,000 in any 5-year period. Full details are available on the Scheme's website <a href="https://www.dcs.gg">www.dcs.gg</a> or on request.
Isle of Man	HSBC Bank plc in the Isle of Man is a participant in the Isle of Man Depositors' Compensation Scheme as set out in the Depositors' Compensation Scheme Regulations 2010. Full details are available on the Scheme's website www.iomfsa.im or on request.

#### / Important notes

- Deposits held with us in the Channel Islands or the Isle of Man are not protected by the rules made under the UK's Financial Services and Markets Act 2000 for the protection of retail clients, including the UK Financial Services Compensation Scheme and the UK's Financial Ombudsman Service.
- Deposits held with us in the Channel Islands or the Isle of Man are also not protected deposits under the Hong Kong Deposit Protection Scheme.

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

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

#### You are responsible for:

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

## 8.4 We cooperate with tax authorities

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

We may	<b>⊘</b> You must
• Ask for information about you and your tax status and/or the tax status of any	Promptly respond to our requests.
<ul><li>relevant person.</li><li>Report you or any relevant person to a domestic or overseas tax authority.</li></ul>	Tell us as soon as possible about any change in your information which
<ul> <li>Pay money required by those tax authorities on your behalf (including by deducting any withholding tax).</li> </ul>	may impact your tax status (such as a change in residency).

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

## 8.5 Our responsibilities are limited

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

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

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

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

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

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

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

## 8.7 Unclaimed balances

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

## 8.8 Our regulatory details

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

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

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

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

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

## 8.9 Conflicts of interest

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

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

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

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

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

### 9.1 Current accounts

## Bank Account Pay Monthly

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

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

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

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

### **HSBC** Premier Bank Account

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

Option 1	Option 2
<ul> <li>Have savings or investments of £50,000 or more with HSBC in the Channel Islands and Isle of Man; or</li> </ul>	Already qualify for HSBC Premier in another country
<ul> <li>You could have an annual personal income of £75,000 or more (at least one of you has to have this if you have a joint account). But you'll also need to have one of the products below with HSBC in the Channel Islands and Isle of Man</li> </ul>	
<ul><li>A mortgage</li></ul>	
<ul> <li>An investment</li> </ul>	
<ul> <li>A life insurance or protection product (including products with intermediary providers arranged by an HSBC Adviser)</li> </ul>	

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

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

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

## **HSBC** Advance Bank Account

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

You must pay either:

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

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

## Student Bank Account

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

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

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

## Graduate Bank Account

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

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

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

## MyMoney and HSBC Premier Family

Premier MySavings or MySavings	Premier MyAccount or MyAccount	Premier Family Savings Account
<ul> <li>When you:</li> <li>turn 11, we'll open a Premier MyAccount or MyAccount (unless your parent or guardian asks us not to)</li> <li>turn 18, we'll convert your Premier MySavings account to our Premier Family Savings account. Or, if you have a MySavings account, we'll convert it to a Flexible Saver account.</li> </ul>	When you turn 18, we'll convert your account to a Bank Account, or the equivalent alternative account.  If you meet the conditions for the Student Bank Account, we'll open one of these instead. (You'll have to complete a new application for this.)	When you turn 26, we'll convert your account to a Flexible Saver Account (or the equivalent alternative account).

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

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

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

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

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

Interest: We pay interest monthly on:

- MySavings
- Premier MySavings
- Premier Family Savings Account

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

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

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

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

## **Executor Bank Account**

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

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

## Basic Bank Account

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

## 9.2 Savings accounts

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

## **HSBC** Premier Savings

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

## Regular Saver

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

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

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

Statements: We'll send you a statement:

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

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

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

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

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

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

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

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

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

## Fixed Rate Saver

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

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

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

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

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

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

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

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

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

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

## Online Bonus Saver

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

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

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

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

## Future Saver for Children

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

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

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

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

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

# 10. Account-specific terms HSBC Expat

## 10.1 Eligibility for HSBC Expat

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

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

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

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

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

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

We calculate your Relationship Balance as:

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

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

## 10.2 Global Money

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

## 10.3 Product-specific terms

Additional terms apply to the following products:

#### **Bonus Saver Account**

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

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

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

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

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

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

The qualifying period is:

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

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

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

Our Bonus Saver interest rates are published on our website expat.hsbc.com under the section Savings accounts.

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

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

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

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

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

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

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

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

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

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

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

#### Renminbi Currency Savings Account and Fixed Term Deposit Account

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

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

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

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

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

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

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

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

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

#### Foreign exchange transactions in renminbi currency

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

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

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

# 11. Account-specific terms HSBC Private Banking (C.I.)

## 11.1 Responsibility for borrowing – persons other than individuals

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

## 11.2 Insurance

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

## 11.3 Derivatives

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

## 11.4 Foreign Exchange

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

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

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

## 11.5 Bearer Shares

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

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

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

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

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

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

## 11.6 Introduction Fees

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

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

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

## 11.7 Additional terms relating to trusts

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



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



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



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

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

#### What we mean by "applicable limited recourse legislation"

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

## 11.8 Fixed deposits

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

Limitations	Fixed deposits can only be made:  • for periods that we allow  • in a single currency we approve  • for at least any minimum amount specified by us for a deposit in the relevant currency  • by debit from your current account
Interest	Interest is only paid on the maturity of a fixed deposit. We'll tell you the rate of interest in the contract advice we provide in relation to the fixed deposit.
Maturity	On the maturity date, we'll pay the amount of the deposit together with interest to your current account or (if you ask and we agree) any other account with us.
Renewals / reinvestments	<ul> <li>If you want to reinvest the amount of the fixed deposit and accrued interest into another fixed deposit:</li> <li>for sterling accounts, we require your instructions before 10am Guernsey time on the maturity date or by any other time that we may advise separately</li> <li>for accounts in currencies other than sterling, we require your instructions two Business Days before the maturity date or by any other time that we may advise separately</li> <li>We'll send you a contract advice in respect of any renewed deposit.</li> </ul>
Early withdrawal	You may only withdraw a deposit during the deposit period if we agree. If we let you withdraw all or part of a fixed deposit during the deposit period, we'll charge you a fee and an interest adjustment amount, which will be calculated in accordance with the Schedule of Charges. We'll take these from your current account.
Set-off Set-off	Our rights of set-off are described in our Personal Banking and Private Banking Terms and Conditions.  In connection with those rights, we can:  • bring any fixed deposit period to an end early  • adjust any interest payable  • convert one currency to another at our then prevailing rate of exchange for that currency  We won't be liable for any losses caused by these actions.
Early termination	We may at any time and for any reason terminate a fixed deposit contract on or prior to the maturity date. Where possible, we'll give you reasonable advance notice of our intention to terminate any fixed deposit contract unless we are prevented from doing so by any applicable law or regulation.

#### Issued by HSBC Bank plc

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# Your HSBC Premier Worldwide Travel Insurance Policy Wording

Policy Number: 011012

#### Effective from 1 March 2022

#### Please take time to read this booklet as it contains important information.

To be covered you and any insured persons need to be:

- under 70 when your trip starts.
- a UK\* resident.
- registered with a doctor in the UK\* in order to make any medical claims.

Dependent children must be under 23 years of age.

Grandchildren are eligible if they are under 23 years of age.

\*definition of UK includes Channel Islands and Isle of Man

To help you understand what you are covered for at a glance, we've highlighted some common questions such as:

- do I need to tell you that I'm travelling?
- do you need to know about any medical conditions?
- what is the maximum trip length?
- are holidays in the UK covered?
- are business trips and winter sports covered?
- can my partner travel independently?
- how do I make a claim?

Further details are on page 2.

## Welcome to your HSBC Premier Travel Insurance

Please take time to read this booklet as it contains important information including a Privacy Notice explaining how your data will be used. If you have a question and cannot find the answer either below or in the terms and conditions, please contact Customer Service.

#### COVID-19: What am I covered for?

Your HSBC Premier Travel Insurance will provide cover for events relating to COVID-19, such as:

- emergency medical expenses abroad, cancelling or coming home early if you fall ill with COVID-19
- cancelling or coming home early if you have to self-isolate or quarantine before you travel or while on your trip due to COVID-19 (please be aware, this doesn't include having to self-isolate or quarantine when you return from your trip)
- cancelling or coming home early due to an FCDO advisory notice being in place advising against all or all but essential travel to your destination or, the FCDO are advising British citizens to leave the area in which you are staying. Cover for cancellation is only available if the advice is in place during the 31 days before your departure date

If you have suffered with COVID-19 and needed medical treatment, then as with other medical conditions you may need to tell us about this. We will then screen it and tell you if this affects your cover. Please refer to the Your health section on page 12.

Your HSBC Premier Travel Insurance will only cover you for unexpected and unforeseen events – please refer to the Known events section on page 10. We recommend you read your policy terms and conditions for full details of what is and isn't covered.

#### What costs can I claim back from my travel insurance?

Your travel policy provides cover for unrecoverable costs. If you need to make a claim for travel, accommodation or related costs which you or any insured person has paid, we will consider claims for your costs which are unrecoverable from your travel and/or accommodation provider or agent, your debit/credit card company, PayPal, ABTA, ATOL or similar organisations. For example, if your trip is cancelled by your tour operator or booking agent you may have a right to a refund from them for some or all of the cost of your trip. For further information on what you would need during a claim, please see the Unrecoverable costs section on page 7.

#### Do I need to tell you that I am travelling?

No. As long as you have told us about any relevant pre-existing medical conditions you do not need to register with us or tell us that you are travelling.

#### Do you need to know about any medical conditions?

Yes. If you, or any insured person, have any medical conditions, you should check to see if the condition is covered automatically on the Accepted conditions list. If the condition is not listed and if in the 12 months prior to booking a trip you have been prescribed medication, have received or are awaiting medical treatment, tests or investigations, been referred to a specialist or admitted to hospital, you should call us before making the booking. Undiagnosed symptoms are not covered. Please see the Your health section on page 12 for full details of when and what you must declare.

#### What is the policy excess?

Where a policy excess applies it is £50 per person, per trip.

#### What is the maximum trip length?

Trips should be no longer than 31 days and must start and end in the UK. However, when booking your trip you may be able to purchase an upgrade to increase the trip length to a maximum duration of 120 days.

#### Can my partner travel independently?

Yes, partners who are not named account holders can travel without the account holder at any time provided they are eligible and the account holder is aged under 70.

#### Are holidays in the UK covered?

Yes. If the trip is solely within the UK, cover will only apply where the insured person is away from home for at least 2 consecutive nights. They must also have either pre-booked holiday accommodation in a commercially run premises or prepaid bookings on public transport including flights and ferries.

#### Are winter sports holidays covered?

Yes. Winter sports holidays are covered for up to a maximum of 31 days in any calendar year. Please see the full details of what is covered on page 24.

#### Are business trips covered?

Yes, you will be covered to travel outside the UK in connection with an insured person's job to carry out non-manual work such as administrative tasks, meetings and conferences. We do not cover any claim in connection with an insured person's job where the trip involves manual or physical work of any kind, working with children, providing healthcare, policing, security or military service or an insured person's role as a politician, religious leader, professional entertainer or sportsperson.

## Can I claim for cancellation of my trip if I have a problem with my travel documents, e.g. my passport is out of date/has not arrived in time or my visa is invalid?

No. There is no cover under this policy for problems with your travel documents before you leave. If your passport is lost or stolen or damaged while you are abroad there is cover. Please see the Emergency travel documents section on page 18. Before you book a trip, check the entry requirements of the country you intend to visit with the local government embassy and/or the Foreign, Commonwealth and Development Office website gov.uk/foreign-travel-advice.

#### How do I make a claim?

To make a claim please call the relevant number on page 5 and refer to the information on page 7.

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## **Introduction and contents**

#### **Worldwide Travel Insurance**

#### **Terms and Conditions for HSBC Premier Travel Insurance**

These are the terms and conditions which apply to your worldwide travel insurance. Please take time to read this information about the cover that is provided to you and anyone else covered by this policy.

The provision of insurance is conditional upon all insured persons complying with these terms and conditions. It is the account holder's responsibility to ensure that all insured persons are aware of and comply with the policy conditions, otherwise, we may refuse your claim or reduce your cover in the event of a claim.

If you have a question and can't find the answer in the policy wording, please contact Customer Service.

This insurance is underwritten by Aviva Insurance Limited ('we', 'us', 'our'). Registered in Scotland, no. 2116. Registered office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference Number 202153.

You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting their website fca.org.uk.

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## Key

To help you when you read your policy:

These boxes highlight what your policy does not cover

These boxes highlight other information we particularly want to draw your attention to

## 1. How to get help

Claims	Contact	Opening Hours
24 hour Medical Emergency Assistance In case of medical emergency call this number	0800 051 7458 from the UK (0044) 1603 605 135 from abroad	
Travel Claims Use this number to report any travel claims which are not as a result of a medical emergency If you need to return home early you must call us before making any arrangements	0800 051 7459 from the UK (0044) 1603 604 910 from abroad	All lines open: 24 hours, 365 days a year.
You can also go online <b>HSBCTravel.myclaim</b> not as a result of a medical emergency	<b>shub.co.uk</b> to report travel claims which are	
Complaints about a claim	0800 051 7459	
Legal Expenses Use this number to report any legal expenses claim or if you require advice for any personal legal problem that may lead to claim under this policy	<b>01603 208 533</b> from the UK <b>(0044) 1603 208 533</b> from abroad	
Customer Service	Contact	Opening Hours
Medical Risk Assessment You must tell us about any relevant pre-existing medical conditions. Please see the Your health section	0800 051 7457	Lines open: 8am – 9pm every day except Christmas Day, Boxing Day and New Year's Day.
Questions about travel insurance	03457 707 070 Textphone 03457 125 563	All lines open: 24 hours, 365 days a year
Cover upgrades	0800 328 1562	Lines open: Mon to Fri (9am to 5pm).
Complaints not relating to a claim  All documentation is also available in large print, audio and Braille. If you require any of these formats, please call this number	03457 707 070	Lines open: 24 hours, 365 days a year
Travel Assistant This helpline can assist you with a wide range of travel advice before you go or while you are away. Please do not call this number for policy queries, changes or claims	0800 051 7461 from the UK +44 1603 605 155 from abroad	Lines open: 24 hours, 365 days a year

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

## **Travel Assistant helpline**

This service can help you sort out all kinds of travel problems before you go and while you are away, from providing information on the countries you are visiting to sorting out non-medical emergencies.

#### Advice before you travel:

- · any visa and entry permits you might need
- · any necessary vaccination and inoculation requirements, and where you can get them
- · what you should take with you regarding first aid and health
- what currencies and travellers' cheques to take with you, and what the current exchange rates are
- · the languages spoken, time zones, bank holidays and climate of countries you plan to visit
- · import and export allowances for tourists.

#### While travelling:

- how to replace lost or stolen passports, driving licences, air tickets or other travel documents
- how to trace your baggage with the airline operator if it is delayed or lost
- · why, how, where and when you should contact local embassies or consulates
- · how to transfer money out to you if you need it
- · cancellation of credit cards, if lost or stolen, and helping you to report the loss to your card provider
- provide information to close relatives, friends or employers if you have to go into hospital.

#### Other emergency services while travelling:

a 'phone home' translation and interpretation service if you need it in an emergency.

**Please note:** There is no charge for the provision of the advice, guidance or other emergency service shown above. However, if you wish us to obtain goods or services on your behalf that are not covered by a claim under this policy, you will need to pay any fees that the provider charges and you will need to adhere to the provider's terms and conditions.

## Air and maritime passenger rights

For the latest advice and further details on your rights please visit the following websites:

caa.co.uk and search for 'travel problems'

dft.gov.uk and search for 'maritime passenger rights'

You should also refer to the terms and conditions of the carrier you are travelling with.

Please note – we are not responsible for the content of other websites.

#### **Confirmation of Cover:**

If you require proof of your travel insurance for any trips you have booked or for a visa appointment, please visit **aviva.co.uk/hsbctravelproof** or scan here:



#### Copy of document availability

If you would like to receive copies of your policy documents on paper, please contact Customer Service. Copies will be provided free of charge.

## 2. Making a claim

#### What you need to do

In life threatening situations seek medical attention immediately, don't delay getting help but call our 24-hour Medical Emergency Assistance helpline as soon as you can. Our team will coordinate your treatment which may include moving you to another hospital or arranging to bring you home early. If necessary, we can arrange for a telephone consultation with our UK GPs.

In non-life threatening situations please contact our 24-hour Medical Emergency Assistance number before making any arrangements for:

- admission to hospital
- treatment, tests or investigations as an outpatient
- repeat consultations with a doctor

For a minor illness or injury treated with medication from a pharmacy or one-off treatment at a clinic, keep any receipts for costs incurred and contact us when you get home. If you need any assistance contact the 24 hour Medical Emergency Assistance number at any time.

You can also make a travel claim at HSBCTravel.myclaimshub.co.uk

#### Unrecoverable costs

Your travel policy provides cover for unrecoverable costs. If you need to make a claim for travel, accommodation or related costs which you or any other insured person has paid, we will consider claims for your costs which are unrecoverable from your travel and/or accommodation provider or agent, your debit/credit card company, PayPal, ABTA, ATOL or similar organisations.

For example, if your trip is cancelled by your tour operator or booking agent you may have a right to a refund from them for some or all of the cost of your trip.

If you are not able to recover all of your costs and your circumstances are covered by the terms of your policy, we will consider costs which you have been unable to recover.

When you make a claim, we may ask you for:

- · proof of booking and any costs paid
- details of any refund you have been able to obtain
- evidence that you are not able to recover your costs elsewhere

Please check these terms and conditions carefully to ensure you:

- · understand what is and isn't covered
- contact the relevant helpline as soon as you can for assistance
- keep any documentation that we require as you'll need to provide this in order for us to validate and settle your claim we may refuse to pay your costs where you cannot provide this

Type of claim	What to do	What you'll need
Cancelling your trip or coming home early	<ul> <li>Check that the reason you need to cancel or come home early is covered</li> <li>Contact the Travel Claims helpline before returning home</li> <li>Contact the Medical Emergency Assistance helpline before returning home</li> </ul>	<ul> <li>For medical claims, we will send a medical certificate for completion by the patient's doctor to confirm the reason for your claim</li> <li>Evidence of your booking and the cancellation</li> </ul>
Medical emergency	Contact the Medical Emergency Assistance helpline before any hospital admission or as soon as possible thereafter	All medical reports given to you by the treating facility
Unexpected costs - Travel disruption	Contact your airline/carrier and they will advise if you should travel to the airport/port to check in at your specified time	<ul> <li>Written confirmation from the airline/carrier of the actual date and time of your return to the UK</li> <li>Documentary evidence of costs incurred if you make your own way home or continue your trip</li> </ul>

Type of claim	What to do	What you'll need
Unexpected costs – Missed transport	<ul> <li>Do all you can to get to your departure point on time</li> <li>Contact your carrier or their handling agents and they will advise if they can offer suitable alternative accommodation and/or travel arrangements</li> </ul>	A repair or assistance report if the vehicle you were travelling in broke down or was involved in an accident
Unexpected costs – Delayed transport	Check that your transport was delayed for more than 12 hours before submitting a claim	Written confirmation from the airline/carrier of the actual date and time of departure and the reason for the delay
Unexpected costs – Emergency travel documents	Report incident details to the police as soon as is reasonably possible	All receipts for any costs incurred
Your belongings	<ul> <li>Take all reasonable steps to recover lost or stolen property</li> <li>Report incident details to the police as soon as is reasonably possible</li> <li>Report the loss or damage to the airline/carrier within the timescales stated in their terms and conditions</li> <li>Do not dispose of damaged items</li> </ul>	<ul> <li>Proof of purchase of the lost, stolen or damaged item</li> <li>Proof that you owned the money and its value</li> <li>A written report from the police or any other relevant authority</li> </ul>
Delayed baggage	Report the loss to the airline/carrier within the timescales stated in their terms and conditions	Written confirmation from the airline/carrier of the number of hours delay
Legal expenses	Contact the Legal Expenses number as soon as you are aware of the incident	We will tell you when you call if we need anything else to deal with your claim
Winter Sports	Contact the Travel Claims number as soon as you are aware of the incident	Evidence from <b>your</b> tour operator or resort management that all pistes were closed, and how long they were closed for

#### **Limits and excesses**

All limits in this policy are per person (apart from Personal liability, which is per incident, per policy).

You'll need to pay the first £50 of any claim, per insured person, per trip (unless stated otherwise). This means that if the total value of your claim is less than £50 per person, per trip, we'll not make any payment to you.

If any one incident results in you claiming under more than one section of the policy you will only pay one excess, and where two or more people claim for the same incident, the most you will pay is twice the excess.

## **Claims conditions**

#### **Your duties**

You must:

- contact us as soon as is reasonably possible and provide all the information, documents, evidence and help we need to settle your claim or pursue a recovery
- tell us if you're aware of any writ, summons or prosecution
- · send us every communication relating to a claim as soon as possible

You or any person acting for you, must not negotiate, admit or reject any claim without our permission in writing.

#### **Our rights**

If we want to, we can take over and conduct in the name of the person claiming under the policy, the defence or settlement of any claim or issue proceedings for our own benefit to recover any payment we have made under this policy. We shall have full discretion in the conduct of any proceedings or the settlement of any claim.

#### Claims

You or your legal representative must pay for any certificates, information, or other evidence we may need, for example death or medical certificates, police reports or purchase receipts. These costs will not be covered by the policy.

We may also ask you for evidence that your main home is in the UK.

If we make a payment before cover is confirmed and our claim investigation reveals that no cover exists, you must pay us back any amount we've paid that you are not covered for.

If you make a medical claim, you may be asked to provide:

- consent for us to access your medical records in accordance with the Access to Medical Records Act 1998. We will use this information to deal with your claim, including assessing whether cover applies and assisting the treating doctor in providing you with the most appropriate treatment. Without this information, we may not be able to deal with your claim
- a medical report from the treating doctor

We'll assess whether any proposed treatment is an emergency or whether it can wait until you have returned home. If appropriate, we'll arrange for your return to the UK.

In the event of a claim for injury or illness, we may request and pay for you to be medically examined on our behalf. We may request and pay for a post-mortem in the event of a claim for death.

It may affect your claim if you cannot prove the value of, and that you were responsible for the lost, stolen or damaged items, for example a receipt or credit card/bank statement showing evidence of their purchase, proof of withdrawal or a currency exchange receipt. If you are claiming for damage, we may ask you to send us the broken item.

## 3. Things you need to know about this travel insurance

#### Who's covered

This HSBC travel policy provides cover for the following 'insured person(s)'

- · 'You' the account holder aged 69 or under when the trip starts
- 'Your partner' who lives at home with you, aged 69 or under when the trip starts
- 'Your children' you and/or your partner's dependent children aged under 23 when the trip starts (including stepchildren and foster children)

Children are only covered when:

- travelling with you or your partner
- travelling on their own to stay at the home of close relatives who live abroad
- · travelling with close relatives who are over 23 years of age
- travelling independently on a school/college trip with teachers/lecturers

Grandchildren are only covered when they are travelling with you or your partner.

#### **Meeting your needs**

This policy has been designed to meet the needs of people who wish to protect against costs that could arise in the course of their travels. It covers such things as cancellation, coming home early, emergency medical treatment, personal liability, legal expenses and the theft of your money.

#### **Eligibility**

To be covered all insured persons must be residents of the UK (have their main home address in the UK).

Additionally, to be covered for emergency medical claims or claims for cancellation or coming home early due to medical emergencies, insured persons must be registered with a doctor in the UK.

#### Trip

By 'trip' we mean a journey that begins and ends in England, Scotland, Wales, Northern Ireland, the Channel Islands or Isle of Man ('UK'), where the journey starts after the account was opened and the return journey has been booked before leaving the UK, for the purposes of any of the following:

- holidays e.g. winter sports holidays and cruises or travel for other personal reasons unrelated to an insured person's employment
- · voluntary, charity or conservation work or fundraising for a registered charity or conservation organisation
- travel outside the UK in connection with an insured person's job to carry out non-manual work such as administrative tasks, meetings and conferences

- If a trip or part of a trip is arranged for any reason other than those listed above, alternative travel insurance should be sought as we'll not pay any claim in these circumstances. If a trip is in connection with an insured person's job, they should check if the employer has travel insurance that would provide cover.
- We'll provide insured persons with the cover set out in these terms and conditions for trips up to a maximum of 31 days (unless a cover upgrade has been purchased for the trip, please refer to Trip duration upgrade on page 12 for full details). Cover automatically applies for each trip booked, so we do not need to be advised every time a trip is booked.
- If the trip is solely within the UK, cover will only apply where the insured person is away from home for at least 2 consecutive nights. They must also have either pre-booked holiday accommodation in a commercially run premises or prepaid bookings on public transport including flights and ferries.

#### We won't cover

Any trip arranged:

- · that started before the account was opened
- in connection with an insured person's job where the trip involves manual or physical work of any kind, working with children, providing healthcare, policing, security or military service or an insured person's role as a politician, religious leader, professional entertainer or sportsperson
- to carry out charity or conservation work where this involves working in a healthcare environment or working at heights of more than 3 metres
- to seek medical treatment or advice
- to give birth or to collect newly adopted or surrogate children

#### **Known events**

This policy covers insured persons for unexpected and unforeseen events and circumstances, for example, if they have an accident while they are on holiday and need urgent medical treatment.

#### We won't cover

There is no cover in relation to any event, incident or circumstances if, at the time you opened your account, or a trip was booked (whichever is later), any insured person knew that, or could reasonably be expected to have known that:

- · the event or incident had already occurred or was going to occur; or
- · the circumstances existed, or were going to exist,

and the event, incident or circumstances could reasonably be expected to affect the insured person's travel plans.

#### For example:

- An insured person would reasonably be expected to know of any event, incident or circumstances (like an air traffic control strike) that had been widely reported in the media in the UK at the time you opened your account or a trip was booked (whichever is later)
- There is no cover for cancellation of a trip if travel plans are disrupted because flights are cancelled or any government or authority closes their borders, and these cancellations or restrictions were in place or had been announced at the time you opened your account or a trip was booked (whichever is later)

Please refer to the General exclusions.

#### Travel advice of the Foreign, Commonwealth and Development Office (FCDO)

Foreign, Commonwealth and Development Office - travel advice by country

- Before an insured person books a trip and travels, they should check the FCDO website gov.uk/foreign-travel-advice. It is packed
  with essential travel advice and tips, plus up to date information about different countries
- All insured persons should be aware of any travel restrictions, entry requirements or advisory notices for the country they plan
  to visit
- This policy provides cover should a trip be booked and then need to be cancelled or an insured person needs to return home early as a
  result of the FCDO advising against all travel or all but essential travel, or where British nationals are advised to return home

#### We won't cover

- any claim that happens as a result of an insured person:
  - travelling against the advice of the FCDO
  - not complying with advice or measures which have been put in place by a government in the UK or overseas, for example quarantine rules or curfews
  - · not having the correct travel documents or not meeting the entry requirements to a country they are travelling to or through
- any claim for cancellation if the restrictions or advice were in place or had been announced at the time you opened your account or the trip was booked (whichever is later)
- · any claim for coming home early if the advice or measures had been announced when the insured person left the UK

#### **Reciprocal healthcare agreements**

The UK has reciprocal healthcare agreements with a number of countries and territories worldwide. If you or any other insured person are UK residents, these agreements mean that you may be entitled to urgent medical treatment at a reduced cost, or in some cases for free. We strongly recommend that insured persons check if the country they are travelling to has a reciprocal healthcare agreement in place and what the requirements are before they leave the UK. You can find more information online at **nhs.uk** and search for healthcare abroad.

#### **Contract of insurance**

The contract of insurance consists of the following elements:

- · your policy booklets
- changes to your policy in notices we give you

Please read them and keep them safe. It is the account holder's responsibility to ensure that all persons insured are aware of the terms of this policy.

In return for you complying with the policy terms and conditions, we will provide insurance for anything shown in your policy booklet as covered during the period of insurance.

#### **Period of insurance**

Each trip taken whilst the cover is in force will be treated as a separate period of insurance; individually subject to all policy terms, conditions, limitations and exclusions. Cover for each separate trip applies as follows:

- Cancellation cover begins from the date you open the account or the date of booking each separate trip (whichever is later) and ends when the insured person leaves home to start the trip
- Cover under all other sections begins when the insured person leaves home to start the trip and ends upon returning home providing that the trip does not exceed the trip limit of 31 days, unless you've purchased the trip duration upgrade (there's no cover for any incident which happens after the trip duration limit has been reached)

#### **Extension of cover**

If the insured person cannot get back to the UK before the trip limit ends, this insurance will remain in force:

- 1. for up to 14 days if any vehicle the insured person is travelling in breaks down or their pre-booked transport is cancelled or delayed; or
- 2. for as long as deemed medically necessary by us and in consultation with the insured person's treating doctor where the claim is for emergency medical treatment under this policy.

#### Trip duration upgrade

If anyone insured by this policy is planning a trip that will last longer than 31 days, this upgrade will provide cover for the entire duration of the trip up to a maximum of 120 days.

A return trip must have been booked before you can buy this upgrade.

To get a quote, call the Customer Service Cover upgrades number shown in section 1. How to get help.

If we offer an upgrade, there will be a premium for you to pay.

This upgrade covers one single trip, you will need to buy one for each trip that exceeds 31 days.

To ensure you are fully covered, you should buy an upgrade at the point of booking the trip.

There's no cover for any incident that happens during a trip if it occurs after 31 days unless you have purchased an upgrade in which case there is no cover once the selected upgrade duration expires.

#### Information and changes you need to tell us about including Your health

You must take reasonable care to provide complete and accurate answers to questions you are asked in relation to your policy. For example, before you book a trip or travel, you may need to tell us if you, or anyone else the trip depends on, has a medical condition or if there has been a change to a medical condition, not shown on the Accepted conditions list, which you have not already told us about (please see the Your health section). You can do this by calling the Medical Risk Assessment helpline.

You also need to let us know if you're planning a trip that is longer than the trip duration covered under this policy.

When we are notified of a change, we will let you know if this affects your policy, for example whether we are able to accept the change and if so, whether the change will result in revised terms or an additional premium. If the information provided by you is not complete and accurate, depending upon the information that you have given us, we may:

- amend any underwriting decisions for existing declared medical conditions, which may result in accepted conditions being excluded and/or
- refuse to pay any claim and/or
- · cancel this policy.

You need to tell HSBC if you:

- move address if this means that you are no longer a UK resident or your main address is no longer in the UK, all the cover under this
  policy will end
- change your name this affects our ability to maintain and service your policy

If you are in any doubt, please contact HSBC.

## Your health

Existing medical conditions - please read this section carefully.

Each and every time you are about to book a trip and again before you travel, it's important that you check this section to make sure you have told us everything we need to know about the health of each insured person.

If we do not have complete, up to date details we may not provide cover in the event of a claim.

This travel insurance is not a general health or private medical insurance policy and will only cover sudden and unexpected illness or accidents.

If you have an existing medical condition, we may be able to provide cover for it. You should read below to find out what medical conditions you need to declare and when you need to declare them.

#### Before booking a trip

You need to tell us about any diagnosed illness, injury or disease where in the 12 months before opening your account or booking a trip (whichever is later) an insured person has:

- · been prescribed medication, including newly prescribed or repeat medication
- · received or is awaiting medical treatment, tests or investigations
- been referred to, or is under the care of, a specialist/consultant
- · been admitted to hospital or had surgery

You must also tell us if any of the above happen regarding conditions you have already declared, if there are any changes to prescribed medication or if any of the conditions deteriorate.

There are certain conditions you don't need to tell us about and you can find them in the Accepted conditions list below.

If an insured person has an undiagnosed symptom it won't be covered, you'll have to wait until they have a diagnosis before we can tell you if cover can be offered.

You don't need to tell us about contraceptive medication.

#### After booking a trip but before travelling

If, after a trip has been booked:

- an insured person is referred to a specialist/consultant or admitted to hospital because of a new condition/symptom, or a previously
  accepted condition, or
- there has been any deterioration or a change in prescribed medication to accepted conditions you have already told us about

cover for cancellation of the trip will apply and we will pay for the unrecoverable travel costs you had paid before this happened.

If the insured person still wishes to travel you must call us and we'll tell you if we're able to cover the condition for this trip. If we're unable to provide cover, but they still wish to go on the trip, we will not pay any claim arising directly or indirectly from that condition.

If you booked a trip before opening your account you should call us as soon as possible to find out if any medical conditions can be covered for the pre-booked trip.

It's easy to let us know about any medical conditions you, your partner, your children or your grandchildren have – please call Medical Risk Assessment. We will need to know the name of the medical conditions and we will ask you questions to screen them. We will then let you know if they can be covered.

#### **Accepted conditions**

Below you will find a list of accepted conditions. If the only medical conditions an insured person has are on the list and none of the restrictions or exclusions in the We won't cover section below apply, the conditions will be automatically covered by this policy and you don't need to tell us about them.

However, if an insured person has a medical condition that is not on the list, or the restrictions/exclusions apply, you must tell us about all the conditions they have, including those shown on the list below.

If you are in any doubt please call Medical Risk Assessment.

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Allergy/Anaphylaxis (no hospital admissions in the last 2 years)	Hernia		
Arthritis (no neck or back problems)	High/low blood pressure		
Asthma (no nebulisers or oxygen at home and no hospital admissions in the last 12 months)	High cholesterol		
Benign prostatic enlargement	Hypothyroidism (underactive thyroid)		
Broken bone/fracture (not head or spine)	Impetigo		
Cataracts	Irritable bowel syndrome (IBS)		
Chicken pox	Joint replacement (no dislocation of replacement joint)		
Constipation	Macular degeneration		
Common cold/influenza	Migraine (confirmed diagnosis, no ongoing investigations)		
Cystitis	Minor infections (treated with no more than one course of antibiotics)		
Diabetes (no complications for example retinal, kidney or nerve damage)	Osteoporosis (no back or neck fractures)		
Diarrhoea and/or vomiting	Peptic ulcer		
Dislocated joint (not following knee/hip replacement)	Polymyalgia rheumatica		
Eczema/dermatitis	Psoriasis		
Essential tremor	Retinopathy (not linked to diabetes)		
Fungal nail infection	Sinusitis		
Gastric reflux	Soft tissue injury/tendon injury/sprain		
Glaucoma	Tinnitus		
Gout	Tonsilitis		
Haemorrhoids	Vertigo		
Hay fever			

#### We won't cover

There's no cover for any claim for any insured person arising directly or indirectly from the following:

- Any declarable existing medical conditions unless the insured person only has conditions included in the 'Accepted conditions' list, or you've told us about them and we've agreed to provide cover in writing
- Any symptoms where a diagnosis has been sought but not yet received, that you or the insured person were aware of before opening the account or booking a trip (whichever is later)
- · Prescribed medication not being taken as directed
- Travelling against the advice of a doctor or purposely travelling without medical advice when it was reasonable to have consulted a doctor
- Travelling with the intention of seeking medical advice or treatment, undergoing medical investigations and/or any complications or new conditions found as a result of that advice, treatment or investigation
- An insured person travelling when they have received a terminal prognosis

## 4. Policy Cover

## **Table of Benefits**

The table below explains the main benefits, features, exclusions and limitations for each section of your policy. Please refer to the relevant section for further information.

Section	Main benefits and features	Per person, per trip		Significant or unusual exclusions and
		Limit	Excess	limitations
Cancelling or coming home early	Unrecoverable unused pre-paid costs associated with the trip.  Additional travel costs (if the insured person cannot use their return ticket), and/or accommodation costs necessary to allow the insured person to come home early	£7,500	£50	Existing medical conditions which have not been accepted by us as covered for the trip     Any event, incident, or circumstance if, at the time you opened your account or booked a trip (whichever is later) you knew or could reasonably be expected to have known that it could impact travel plans
Emergency medical and associated expenses	Emergency medical treatment if the insured person falls ill or is injured on their trip	£10 million Lower limits apply for some associated expenses	£50	Existing medical conditions unless these have been accepted by us as covered for the trip
Unexpected costs	Travel disruption Unexpected additional travel and accommodation costs to allow an insured person to continue the trip if their pre-paid travel plans are disrupted	£7,500	£50	Any event, incident, or circumstance if, at the time you opened your account or booked a trip (whichever is later), you knew or could reasonably be expected to have known that travel disruption could impact travel plans  Any claim where the insured person hadn't allowed enough time, or done everything they reasonably could, to get to their departure point for the time shown on their itinerary  Any costs for running out of medication because the insured person hadn't taken enough with them to cover their time away
	Missed transport Cover if an insured person misses pre-booked transport because of an unexpected transport delay	£1,000	£50	
	<b>Delayed transport</b> Cover if pre-booked transport is delayed	£250	Nil	
	Emergency travel documents Cover to enable the insured person to continue the trip or return home if they can't use their return ticket due to loss, theft or accidental damage to their passport or visa	£750	Nil	
	Emergency medical supplies Cover for emergency medical supplies if an insured person has to stay past their scheduled return date	£7,500	Nil	
Personal liability	Cover if an insured person causes an accident on a trip which leads to death or injury to any person, or loss or damage to property	£2 million	for incidents arising from the occupation of temporary holiday accommodation	Claims arising from an insured person's trade business or profession or involvemen in manual or physical work of any kind.  Use/ownership of animals, firearms, watercraft, electrically or mechanically powered vehicles, drones, or any other aircraft
Legal expenses	Cover to pursue a civil claim if an insured person suffers personal injury or death during a trip	£50,000	Nil	Any costs incurred prior to our written acceptance of your claim
Your belongings	Cover if an insured person's belongings, valuables or money are lost, stolen or accidently damaged during a trip	£2,500 total Including £650 for valuables, an individual item, pair or set and £750 for money (£100 for under 16s)	£50	Belongings, valuables and money deliberately left somewhere that is not in the insured person's full view, with someon they know, or their travel provider      Valuables or money which is not kept in the insured person's hand luggage while they're travelling      Theft from a vehicle or caravan unless it was broken into and the valuables or money were left in an enclosed storage compartment      Hired sports equipment
	Cover if an insured person's bags are delayed for more than 12 hours on the outward journey	£250	Nil	
	Hire of replacement golf equipment	£300	Nil	
Winter sports	Cover for loss, theft or accidental damage to winter sports equipment	£500	£50	Equipment deliberately left somewhere that is not in an insured person's full view, with someone they know, or with their travel provider     Hired sports equipment
	Piste closure	£300	Nil	
	Winter sports holiday disruption	£200		
	Ski pack	£500	1	Loss or theft from motor vehicles

## A. Cancelling or coming home early

#### What we'll cover

We'll pay the costs shown below if an insured person unavoidably has to cancel their trip or come home early because:

- 1. they, their travelling companion, a person the insured person is going to stay with, a close relative or a business colleague who must be at work in order for the insured person to go on their trip becomes ill, is injured, dies or is quarantined
- 2. they or their travelling companion are:
  - a. called as a witness or for jury service or to attend a tribunal in a court of law
  - b. formally notified of redundancy
  - c. needed at home following a burglary or severe damage to their home
  - d. unable to reach or use their pre-arranged accommodation due to a natural disaster, severe weather, fire, explosion or an outbreak of food poisoning
  - e. denied boarding because there are too many passengers and no alternative is available for more than 12 hours from the scheduled departure time
  - f. a member of HM Armed Forces, the Emergency Services, a government department or the NHS and leave is cancelled due to an unexpected posting or an emergency in the UK
- 3. the insured person or their travelling companion's:
  - a. travel or accommodation provider becomes insolvent
  - b. pre-booked travel arrangements on their outward journey from the UK are cancelled or delayed for more than 12 hours or diverted after departure, and the travel provider is unable to provide suitable alternative arrangements within 24 hours of the original departure
- 4. in the 31 days before the departure date, or while the insured person is away on their trip:
  - a. the insured person or their travelling companion is the victim of a violent crime that has been dealt with by the police
  - b. the Foreign, Commonwealth & Development Office issues an advisory notice advising British nationals against all (or all but essential) travel to the insured person's destination, or to leave the area in which they are staying
  - c. a government closes the border or your destination and this prevents you from travelling or continuing your trip
  - d. a terrorist attack or natural disaster happens within a 50-mile radius of the insured person's pre-arranged accommodation and they do not wish to travel or they wish to return home early.

#### We'll pay for the following:

- Unrecoverable costs that each insured person has paid or legally has to pay for their own unused personal travel and accommodation, as well as unused pre-paid costs associated with the trip e.g. pre-paid excursions or kennel or cattery fees;
- Additional travel and accommodation costs to allow the insured person to return home early if they cannot use their return ticket.

**The most we'll pay** for cancelling or coming home early is £7,500 per person.

This includes limits of £750 for excursions and £250 for green fees.

We'll consider claims for costs which are unrecoverable from the insured person's travel and/or accommodation provider or agent, their debit/credit card company, PayPal, ABTA, ATOL or similar organisations.

#### We won't cover

- · anything excluded under the Your health section
- any claim where, at the time of opening your account or booking a trip (whichever is later), the insured person knew that the illness,
  injury or quarantine of a travelling companion, person the insured was going to stay with, close relative or business colleague could
  reasonably be expected to affect the insured person's travel plans
- · voluntary redundancy, resignation or dismissal
- any claim caused by severe/adverse weather where the insured person hasn't allowed sufficient time to reach the departure point, taking into account the weather forecast for the journey
- travel and accommodation costs relating to timeshare or holiday club agreements e.g. management fees, maintenance costs and exchange fees
- any costs paid for using Air Miles or loyalty, reward or points schemes
- costs for coming home early unless they have been authorised by us before the insured person arranges them
- · any claim for additional travel and accommodation costs if a return ticket hadn't been purchased before the claim event occurred
- any claim where the travel and/or accommodation provider has offered suitable alternative arrangements and the insured person has refused them
- · any claim for coming home early after the insured person has chosen to move to alternative accommodation
- the cost of the original return travel to the UK if we've paid for alternative transport for the insured person to return home

## B. Emergency medical and associated expenses

In life threatening situations seek medical attention immediately, don't delay getting help but call our 24-hour Medical Emergency Assistance helpline as soon as you can. Our team will coordinate your treatment which may include moving you to another hospital or arranging to bring you home early. If necessary, we can arrange for a telephone consultation with our UK GPs.

In non-life threatening situations please contact our 24-hour Medical Emergency Assistance number before making any arrangements for:

- · admission to hospital
- · treatment, tests or investigations as an outpatient
- repeat consultations with a doctor

For a minor illness or injury treated with medication from a pharmacy or one-off treatment at a clinic, keep any receipts for costs incurred and contact us when you get home. If you need any assistance contact the 24 hour Medical Emergency Assistance number at any time.

#### What we'll cover

We'll provide the cover shown below if an insured person is suddenly and unexpectedly ill, injured or quarantined or dies during a trip.

#### **Emergency medical**

Emergency medical treatment (including rescue services to get to hospital following injury or illness) and emergency dental treatment required for immediate pain relief only.

#### **Associated expenses**

- The necessary travel and accommodation costs for a person who has to stay with the insured person or travel to be with the insured person, where we agree this is necessary
- Half board accommodation costs (of similar standard to the accommodation you had booked for your trip) if the insured person needs
  to stay beyond their planned return date because they're medically unfit to travel home and additional travel costs if they can't use their
  return ticket
- Bringing the insured person home if it is medically necessary, when it will be arranged by us
- · Costs of returning the insured person's body home or burial or cremation outside of the UK
- Non-recoverable unused personal travel and accommodation costs (including pre-paid excursions and green fees) if you are claiming for emergency medical expenses and the insured person is receiving treatment as an in-patient for more than 24 hours
- Where you have a valid claim for Emergency medical, we'll pay a benefit for each full 24 hours the insured person is treated in hospital or confined to their accommodation on medical advice

#### The most we'll pay for:

- emergency medical and associated expenses outside of the UK is £10 million per person
- associated expenses within the UK is £10,000 per person
- emergency dental treatment is £350 per person
- personal travel and accommodation costs £7,500 (which includes £750 for excursions and £250 for green fees)
- hospital or accommodation confinement benefit is £1,000 per person (we'll pay £50 for every 24 hours they're confined)

#### We won't cover

- · anything excluded under the Your health section
- any form of treatment that our Medical Emergency Assistance provider thinks can reasonably wait until you return home
- extra costs following the insured person's decision not to move hospital or return home after the date it was deemed safe for them to
  travel by us and in consultation with their treating doctor
- alternative medicine or medical treatment that is not mainstream or the usual method of treatment of the illness or injury in the UK
- extra costs because the insured person has requested a single or private room
- any quarantine costs after the insured person has returned to the UK
- costs relating to any medical treatment received in the UK unless:
  - · onboard a cruise in UK waters; or
  - this is during travel to or from the Channel Islands or Isle of Man and these costs are not covered by a reciprocal health care agreement.
- · medication which, at the time the trip started, the insured person knew they would need while they were away
- · costs for treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre

### C. Unexpected costs

#### What we'll cover

#### **Travel disruption**

We'll cover unexpected additional travel and accommodation costs to allow the insured person to continue their trip or to get home at the end of their trip, if their pre-paid travel plans are disrupted for the following reasons:

- 1. The insured person is unable to reach their departure point or their pre-arranged accommodation due to a natural disaster, severe weather, fire, or explosion
- 2. A natural disaster, severe weather, fire, explosion or an outbreak of food poisoning means the insured person is unable to use their prebooked accommodation
- 3. The insured person's travel or accommodation provider becomes insolvent
- 4. The insured person's pre-booked travel arrangements are cancelled or delayed for more than 12 hours from the time shown on their ticket or diverted after departure
- 5. The insured person is denied boarding because there are too many passengers and no alternative is available for more than 12 hours

We'll also pay a proportionate refund for any non-recoverable costs for unused pre-paid event tickets, green fees and excursions if:

- 1. the insured person arrives at their destination later than scheduled due to their travel plans being disrupted for one of the reasons listed above
- 2. the cruise ship the insured person is travelling on is unable to dock at the scheduled destination
- 3. the insured person is confined to their cabin for medical reasons during their trip.

#### **Missed transport**

We'll pay for alternative travel and accommodation costs to enable the insured person to reach their destination if their pre-booked transport is missed because of an unexpected transport delay, such as the vehicle they're travelling in breaking down, or public transport being delayed or cancelled.

#### **Delayed transport**

We'll pay £50 for each full 12-hour period an insured person's pre-booked transport is delayed if they decide to continue the trip.

We'll work out the length of the delay from the date and time of the scheduled departure.

#### **Emergency travel documents**

If an insured person's passport or visa is lost, stolen or accidentally damaged while they're outside the UK, we'll pay for an emergency travel document and additional travel and accommodation costs to enable them to continue their trip or return home if they can't use their return ticket.

#### **Emergency medical supplies**

If an insured person is unable to return home on their pre-booked transport and their prescribed medication has run out as a result of having to make alternative travel arrangements, we'll pay for emergency medical supplies.

The most we'll pay for:

- travel disruption is £7,500 per person
- missed transport is £1,000 per person
- delayed transport is £250 per person
- emergency travel documents is £750 per person
- emergency medical supplies is £7,500 per person

All costs for alternative transport or accommodation must be of a similar standard to that which was originally booked.

The Excess applies to claims for Travel disruption and Missed transport only.

#### We won't cover

- any costs where the travel and/or accommodation provider has offered alternative suitable arrangements and the insured person has refused them
- · any costs under Travel disruption or Missed transport where we've paid a claim for cancelling or coming home early due to the same event
- · any costs for running out of medication because the insured person hasn't taken enough with them to cover the time away
- any claim under emergency travel documents, for travel and accommodation expenses of any person who could travel without the insured person making the claim but decides to stay with them
- the costs of purchasing a replacement passport or visa

### D. Your belongings

Please read this section carefully to ensure the cover and the limits provided meet your needs. If the cover or limits don't provide you with enough cover for your belongings then you may need to seek insurance for them elsewhere, for example through your home contents insurance.

**Belongings** – means the insured person's luggage and its contents, anything worn or carried whilst travelling, and golf equipment (but excluding money and valuables).

**Valuables** – means jewellery, watches, items made of or containing precious metals or stones, binoculars, handheld games consoles and equipment, mobile phones, mp3 players, photographic or video equipment, e-readers, laptops, tablets and any accessories designed to be used with any of these including headphones.

**Money** – means personal cash, postal or money orders, pre-paid coupons or vouchers, pre-loaded phone cards, non-refundable pre-paid event and entertainment tickets, passports, visas, driving licences and travel tickets that are owned by the insured person.

#### What we'll cover

We'll cover you if any insured person's belongings, valuables or money are lost, stolen or accidently damaged during the trip. We'll also pay for:

- 1. the replacement of essential items that the insured person needs on the trip if their bags are temporarily lost by their transport provider on the outward journey and the transport provider can confirm the insured person was without them for more than 12 hours
- 2. hire of replacement equipment if an insured person's golf equipment is lost, stolen, accidentally damaged or delayed by their transport provider on the outward journey and the transport provider can confirm the insured person was without it for more than 12 hours

We'll choose to settle any claim by payment or replacement and all claims will be settled based on their value at the time of loss. We won't pay the cost of replacing with new items and we also won't pay more than the original cost that the insured person paid for the items.

For golf equipment, we'll calculate the value of any item at the time of loss less a deduction for wear and tear and depreciation.

Age of golf equipment	What we'll pay
Less than 1 year old	90% of value
Less than 2 years old	70% of value
Less than 3 years old	50% of value
Less than 4 years old	30% of value
Over 4 years old	10% of value

#### The most we'll pay for

your belongings is £2,500 per person. This includes limits of:

- £750 for money (£100 if under 16 years old)
- £650 for any valuables, individual items, pairs or sets
- £300 for the hire of replacement golf equipment
- £250 for the temporary loss of bags

The excess doesn't apply to claims for temporary loss of bags or hire of replacement golf equipment.

#### We won't cover

- belongings, valuables and money that have been deliberately left somewhere that are not in the insured person's full view, with someone they know, or with their travel provider
- · valuables or money which is not kept in the insured person's hand luggage while they're travelling
- theft of valuables or money from a vehicle or caravan unless it was broken into and the valuables or money were in an enclosed storage compartment
- theft from a hotel room/apartment unless there is evidence of a break in and any valuables or money had been left in a locked safe
- damage to glass (except lenses in cameras, binoculars, telescopes or spectacles), china or similar fragile items
- belongings confiscated or detained by customs or other officials
- · items used in connection with an insured person's job unless they belong to the insured person personally
- pedal cycles, fishing or scuba equipment, or drones
- winter sports equipment e.g. skis, snowboards, boots, helmets, bindings or poles. See I. Winter sports
- parts and accessories of any motor vehicles, caravans, trailers, aircraft, or boats, boards or craft designed to be used on or in water
- contact lenses, hearing aids, or medical or dental fittings
- bonds, securities or documents of any kind (other than those defined as money above)
- shortages due to a mistake or change in exchange rates
- · wear and tear or loss of value
- · hired sports equipment
- · claims for delayed baggage on the return trip home

### E. Accidental death or permanent disability

#### What we'll cover

We'll pay a benefit if an insured person suffers an accidental bodily injury during their trip that requires urgent and immediate medical attention, and within 24 months of the accident the injury leads solely, directly and independently to one of the following:

- 1. Death (the benefit will be paid into the insured person's estate); or
- 2. Total and permanent loss of use of an entire arm, leg, hand or foot; or
- 3. Permanent loss of sight to the extent that the insured person is eligible to be registered as severely sight impaired; or
- 4. Permanent disablement which entirely prevents the insured person following any occupation suited to their education, experience and capability.

We'll pay £50,000 per person for accidental death or permanent disability (other than death benefit if under 16 years old, where we'll pay £1,000).

Only one benefit will be paid under this section, regardless of the number of injuries sustained.

#### We won't cover

- accidental death or permanent disability claims as a result of the insured person taking part in any aerial activity
- any claim for accidental death or permanent disability caused by sickness, disease, nervous shock, or naturally occurring condition or degenerative process

## F. Personal liability

#### What we'll cover

We'll cover compensation an insured person legally has to pay if they cause an accident during a trip that leads to:

- 1. death or physical injury to any person
- 2. loss or damage to property or belongings, including temporary holiday accommodation not owned by any insured person or member of their family

We'll also pay any legal costs or expenses incurred by the insured person in relation to the incident. Our consent must be obtained in writing before the insured person incurs any expenses.

- The most we'll pay for personal liability is £2 million per incident, per policy
- You can only claim for one benefit per incident under this section
- The £50 excess is only applicable for claims relating to temporary holiday accommodation

#### We won't cover

- fines or damages to be paid as punishment rather than compensation
- loss of or damage to property which belongs to, or is under the control of any insured person, a member of their household or employee, other than temporary holiday accommodation
- · death or bodily injury of an insured person, member of their household, or anyone employed by them
- · liability arising from
  - anything in connection with an insured person's trade business or profession, voluntary, charity or conservation work, casual paid or unpaid work
  - involvement in manual or physical work of any kind
  - · owning or using
    - any land or building, other than temporary holiday accommodation which is not owned by an insured person or a member of their family
    - animals
    - firearms, other than sporting guns used for clay-pigeon or small-bore shooting
    - watercraft (other than surfboards or craft propelled by oars or paddles)
    - electrically or mechanically powered vehicles, other than golf buggies or vehicles designed to assist disabled persons (as long as not registered for road use)
    - drones or aircraft of any description

## G. Legal expenses

Legal expenses cover is underwritten by Aviva Insurance Limited. Claims handling is undertaken by Arc Legal Assistance Limited or such other company as we notify you of from time to time.

#### What we'll cover

If an incident causes the death of or injury to an insured person during the trip, which wasn't their fault we'll provide a lawyer and legal costs to pursue a claim.

- The most we'll pay for legal expenses is £50,000 per person
- · No excess applies to this section

#### Personal legal advice

We will give you confidential advice over the phone on any personal legal problem that may lead to a claim under this section.

We will tell you what your legal rights are, what course of action is available to you and whether these can be best implemented by you or whether you need to consult with a lawyer.

#### We won't cover

- · Claims that don't result from a specific incident that happened during the trip
- · Costs incurred prior to our written acceptance of your claim
- An application for judicial review
- Claims made by anyone other than you or your family enforcing their rights under this cover
- · Claims which, in the lawyer's opinion, are more likely to fail than succeed
- Claims where the costs of the claim are more than the potential compensation
- Costs relating to a contingency fee arrangement. In some countries a lawyer will only work for you if they receive a percentage of the compensation that you are rewarded. You cannot recover that percentage from this insurance

#### Choice of lawyer

- If court proceedings are issued within the UK or there is a conflict of interest, you can choose your own lawyer
- For proceedings outside the UK, we'll choose the lawyer
- · We'll appoint the lawyer subject to acceptance of our standard terms of appointment which are available on request.

#### Our rights and your obligations

- On request, your lawyer must provide us with the information or opinion about your claim
- · You must fully co-operate with us and the lawyer
- You must notify us immediately if anyone offers to settle a claim. If you don't accept an offer which the lawyer advises is reasonable, we may refuse to pay further costs
- If your claim is successful, you must instruct your lawyer to attempt to recover all costs relating to your case
- This cover will end if you:
  - · settle or withdraw a claim without our agreement
  - · do not co-operate with us or the lawyer
  - · dismiss a lawyer without our consent

We'll not withhold consent without good reason.

If, due to the above, we incur costs that wouldn't otherwise be incurred, we reserve the right to recover these from you.

### H. Sports activities

#### What we'll cover

We'll cover injury, illness or death that occurs whilst taking part in most sports activities. The activities that are not covered are in the Excluded activities list below.

You and all other insured persons must take all reasonable precautions to protect yourselves against illness and injury, including making use of any appropriate safety equipment, including helmets, following any instructions provided (if taking part in an organised activity) and only taking part if medically fit to do so.

Some activities are excluded under F. Personal liability, particularly those involving the use of aircraft, watercraft and mechanical or electrical vehicles. Please refer to the Personal liability section for further information.

#### We won't cover

Any claim as a result of any insured person:

- · training for, or taking part in any race or time trial, organised sports event or competition, or any display, performance or tournament
- participating in an activity as a professional or where being paid or receiving benefits of any kind, such as travel and/or accommodation expenses.

#### **Excluded activities**

There's no cover for any claim as a result of any insured person participating in the activities listed below or any financial loss as a result of an insured person being unable to participate in these activities.

#### Land

- · Adventure racing, endurance events, marathon, ultramarathon, multi-discipline events
- · Big game hunting, hunting
- · Boxing, martial arts
- Caving, potholing
- Charity or conservation work that is not organised through a registered organisation, is not voluntary or involves work at heights over 3 metres or work in a healthcare facility
- Cycle racing
- Expeditions
- Free running, Parkour
- · Horse riding involving jumping or hunting
- Mountain biking other than trails graded as easy or moderate
- Mountaineering, rock climbing, bouldering (outdoors), or via ferrata
- Track events involving the use of motor vehicles
- Trekking that involves an ascent to more than 5,000 metres altitude

#### Water

- · Canyoning, coasteering
- · Cliff diving or jumping
- · Free diving
- High diving
- Ice diving
- · Kite surfing
- River sports involving rivers over grade 3
- Sailing or yachting more than 12 miles from shore or where not following the sailing regulations and competency requirements for the
  destination
- Scuba diving
  - · where this is the main reason the trip was booked
  - where not accompanied by a qualified instructor or dive master
  - beyond the depth to which the insured person is qualified to a maximum of 40m
  - that is professional, commercial or technical diving in nature, including but not limited to enriched air, tutor, solo, wreck, cave or cavern diving
- Water ski jumping

#### Aerial

- Base jumping
- Gliding
- Hang gliding
- Parachuting
- Paragliding
- · Sky diving or parachuting (other than tandem skydiving through a licensed operator)

#### Winter sports activities

- Bobsleigh, cresta, luge, skeleton
- · Freestyle skiing or snowboarding
- · Off-piste skiing (unless accompanied by a qualified guide at all times in areas the resort management consider to be safe)
- Heli-skiing
- · Glacier skiing
- Ski flying, jumping, stunting, or surfing
- Ski mountaineering

# I. Winter sports

#### What we'll cover

Winter sports are covered up to 31 days per calendar year.

#### Winter sports equipment

We'll cover the insured person's skis, snowboards, boots, helmets, bindings and poles if lost, stolen or accidentally damaged, we'll also cover their lift pass if it is lost or stolen.

We'll pay for the hire of replacement equipment if the insured person's own winter sports equipment is lost, stolen, accidentally damaged or lost in transit for more than 24 hours.

#### Piste closure

This section does not apply to cross-country skiing

If all pistes at the resort the insured person has booked are closed because of lack of snow, excessive snow or high winds we'll pay a daily benefit up to the limit shown below.

#### Winter sports holiday disruption

We'll pay a benefit for each day that an insured person is medically certified as being unable to ski or board, as well as a proportionate refund of their non-refundable ski pack (lessons from a ski school, ski hire and lift pass).

We'll pay a benefit for additional travel and accommodation expenses if an insured person is delayed for more than 5 hours by avalanche or landslide and this means they cannot reach their resort or delays their departure from the resort on their return home.

The most we'll pay for winter sports equipment is £500 per person. We'll calculate the value of any item at the time of loss less a deduction for wear and tear and depreciation.

Age of Winter sports equipment	What we'll pay
Less than 1 year old	90% of value
Less than 2 years old	70% of value
Less than 3 years old	50% of value
Less than 4 years old	30% of value
Over 4 years old	10% of value

#### The most we'll pay for

- piste closure is £300 per person, (£30 per day)
- loss or theft of lift pass is £250 per person
- Winter sports holiday disruption is £200 per person (£50 per day), other than for a ski pack where we'll pay up to £500
- hire of replacement equipment is £250 per person

The £50 excess applies to claims for Winter sports equipment only.

#### We won't cover

- winter sports equipment which has been deliberately left somewhere that is not in the insured person's full view, with someone they know, or with their travel provider
- wear and tear, loss of value, or any damage caused by cleaning, repairing or restoring
- hired sports equipment
- · loss or theft from motor vehicles
- any claim
  - if the insured person has travelled against the advice of a doctor, or purposely travels without medical advice when it was reasonable to have consulted a doctor
  - caused by a medical condition or undiagnosed symptom which has not been disclosed to and accepted by us. Please refer to the 'Your health' section for details of when you need to tell us about medical conditions

## 5. General Exclusions

#### These exclusions apply to all sections of this worldwide travel insurance.

- Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not contributed to by any other cause or event:
  - War, invasion, act of a foreign enemy, hostilities or warlike operation or operations (whether war has been declared or not), civil
    war, revolution, rebellion or insurrection, civil commotion which is of such severity or magnitude that it can amount to or be
    likened to an uprising, military power (even if properly authorised by the duly elected government), usurped power; or
  - Any action taken to prevent, control or suppress, or which in any way relates to a. above.
- Claims directly or indirectly caused by
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of an assembly; or
  - · pressure waves caused by an aircraft and other aerial devices travelling at sonic or supersonic speeds
- Any claim for death, injury or illness resulting from the insured person's
  - · suicide or deliberate self-inflicted injury
  - misuse of alcohol or drugs or consumption of alcohol or drugs (other than drugs taken under medical supervision and not for treating alcohol addiction) to an extent which causes immediate or long term physical or mental impairment, including impairment to the insured person's judgement causing them to take action they would not normally have taken
  - misuse of alcohol or drugs causing an exacerbation of an accepted medical condition
- Any claim that results from any insured person:
  - deliberately putting themselves at risk of death, injury or illness (unless their life was in danger, or they were trying to save human life)
  - standing or climbing on any balcony railing or jumping from or between balconies
  - flying (other than as a fare paying passenger in a fully licensed passenger carrying aircraft)
  - being in control of a motor vehicle, unless fully licensed for such a vehicle in the UK (where applicable) and complying with all local laws applying to the use of the vehicle, for example, wearing a seatbelt where this is required by law (including as a passenger)
  - using a motorcycle, scooter, moped, or quad bike without wearing a crash helmet
  - · being in control of an electric or motor vehicle and
    - i. acting in a dangerous or careless manner; and/or
    - ii. exceeding the legal speed limit; and/or
    - iii. drink or drug driving
- Any claim because an insured person doesn't feel like travelling or doesn't enjoy the trip
- Any claim if you travel against the advice of the FCDO
- Any claim where you do not comply with advice or measures which have been put in place by a government in the UK or overseas, for example quarantine rules or curfews
- Any claim where you do not have the correct travel documents or do not meet the entry requirements to a country you are travelling to or through
- Any claim as a result of an insured person having to quarantine on return to the UK
- Any claim for costs which are recoverable from your travel and/or accommodation provider or agent, their debit/credit card company,
   PayPal, ABTA, ATOL or similar organisations
- Any claim in relation to any event, incident or circumstances if, at the time you opened your account or the trip was booked (whichever is later), the insured person knew that, or could reasonably be expected to have known that
  - the event or incident had already occurred or was going to occur; or
  - · the circumstances existed, or were going to exist,
  - and that the event, incident or circumstances could reasonably be expected to affect the insured person's travel plans
- Any claim for loss or theft not reported to the police and a written report obtained (where it is not possible to obtain a police report
  we'll need other independent proof of loss such as a letter from the transport company, accommodation provider or vehicle hire
  company)
- Any claim where the insured person hasn't allowed enough time, or done everything they reasonably can, to get to their departure point for the time shown on their itinerary
- Any loss that is not specifically described in this policy
- Any costs you or another insured person have paid on behalf of persons not insured under this policy
- · Any claim for course or tuition fees, project costs, sponsorship fees or similar
- · Any claim for any incident that happens during a trip if it occurs after 31 days, unless you have purchased a trip duration upgrade

- Any claim resulting from a tropical disease where the insured person hasn't had the recommended inoculations and taken any recommended medication
- The cost of Air Passenger Duty (APD)
- · Any claim where the trip reason is listed under 'We won't cover' within the trip section
- Travelling against the advice of a doctor or purposely travelling without medical advice when it was reasonable to have consulted
  a doctor
- Travelling with the intention of seeking medical advice or treatment, undergoing medical investigations and/or any complications
  or new conditions found as a result of that advice, treatment or investigation
- · Travelling when an insured person has received a terminal prognosis

### 6. General conditions

#### Your cancellation rights

You have a statutory 14-day period in which to cancel this policy. This period begins on the date you open your account or the date you receive your policy document, whichever is later.

You can cancel this policy at any time, in order to do so the HSBC Premier account must be closed. If it is not closed, this policy will remain in force until any of the automatic termination events shown below occurs, or this policy is cancelled in accordance with the rights shown in the General conditions section.

To exercise your right to cancel, please contact HSBC or your HSBC Premier Relationship Manager.

#### **Cover upgrades**

- You have a statutory right to cancel within 14 days from the day of purchase of the upgrade, or the day on which you receive your
  documents, whichever is later. If you wish to cancel, you'll be entitled to a full refund of the premium paid provided no insured person
  has travelled and there's been no claim or incident likely to give rise to a claim. If you don't exercise your right to cancel, it will continue
  in force and you will need to pay the premium.
- For cancellations outside this 14-day period no refund of premium will be made.

#### Our cancellation rights

HSBC can issue notice of cancellation immediately on our behalf by sending at least 30 days' written notice to your last known postal and/or email address setting out the reason for cancellation. Valid reasons include but are not limited to the following:

- Where we reasonably suspect fraud
- Where you fail to co-operate with us or provide us with information or documentation we reasonably require and this affects our ability to process a claim or defend our interests
- Where you have not taken reasonable care to provide complete and accurate answers to the questions we ask. See the Information and changes you need to tell us about including Your health section
- Where HSBC decide to offer this policy through an alternative provider

HSBC may also cancel this policy in accordance with the HSBC Premier Bank Account Terms and Conditions. Please refer to that document for further details.

#### **Automatic termination of cover**

The policy will remain in force until the first of the following automatic termination events occur.

The account holder:

- closes the account
- reaches 70 years of age (sole accounts) or all account holders reach 70 years of age (joint accounts). An account holder will not be eligible for cover if they reach 70 before the policy terminates
- is no longer a UK resident
- HSBC closes the HSBC Premier account under one of the reasons set out in the HSBC Premier bank account terms and conditions.

As your circumstances may change over time, it is important that you review the terms and conditions of your worldwide travel insurance regularly to check you remain eligible and that the cover remains adequate for your needs.

If an insured person is on a trip at the time an automatic termination event occurs, all cover will cease when the trip ends.

#### When we can make changes to your cover

We can, at any time and after taking a fair and reasonable view, but no more than once in a 6 month period, make changes to your Worldwide Travel Insurance terms and conditions, to reflect changes in our expectations of the future likely cost of providing cover. Policy cover may increase or decrease, but the changes will not be made for the sake of recouping past losses. When doing so we will only consider one or more of the following:

- · Our experience and expectations of the cost of providing this product and/or other Aviva products of a similar nature
- Information reasonably available to us on the actual and expected claims experience of insurers of similar products
- Widely available economic information such as inflation rates and exchange rates

Additionally, we can, at any time and after taking a fair and reasonable view, make changes to your Worldwide Travel Insurance terms and conditions:

- to reflect changes (affecting us or your policy) in the law or regulation or the interpretation of law or regulation, or changes in taxation
- to reflect decisions or recommendations of an ombudsman, regulator or similar person, or any code of practice, with which we intend
  to comply
- in order to make your policy clearer and fairer to you or to rectify any mistakes that may be discovered in due course

Changes (together with the reasons for such changes) will be notified to you in writing at least 30 days in advance.

#### **Claims Fraud**

If your claim is in any way dishonest or exaggerated, we will not pay any benefit under this policy and we may cancel your policy and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you to include recovery of any sums paid to you in respect of the fraudulent claim.

#### **Contribution to claim**

If, at the time of an incident which results in a claim under this policy, there is any other insurance or other source covering the same loss, damage, expense or liability, we are entitled to approach that insurer and/or other source for a contribution towards the claim and will only pay our share.

#### Your duty to prevent injury, loss, theft or damage

You and all other insured persons must take all reasonable precautions to protect yourselves, your property and the property of others.

#### **Transfer of rights**

You cannot transfer your rights under this policy. A person, partnership (whether limited or not) or company who is not insured under this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

#### Payments made under compulsory insurance regulations and rights of recovery

If the law of a country in which this policy operates requires us to settle a claim which, if this law had not existed, we would not be obliged to pay, we shall be entitled to recover such payments from the relevant person insured or the person who incurred the liability.

#### **Choice of Law**

The law of England and Wales will apply to this contract, unless:

- you and we agree otherwise; or
- at the date of the contract you live in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law of that country will apply.

#### **Use of Language**

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

#### **Multiple accounts**

Where an insured person holds more than one HSBC Premier account, only one travel insurance policy will apply. As such we will only pay out once per insured person for the same event.

# **Complaints**

#### What to do if you are unhappy

If you are unhappy with any aspect of the handling of your claim we would encourage you, in the first instance, to seek resolution by contacting the Travel claims number; or if your complaint is regarding anything else please contact the Customer Service Questions about travel insurance number.

#### What will happen if you complain?

We aim to resolve all complaints as quickly as possible. If we are unable to resolve your concerns quickly, we will:

- acknowledge your complaint promptly
- assign a dedicated complaint expert who will review your complaint
- · carry out a thorough and impartial investigation
- · keep you updated of the progress
- provide a written response within eight weeks of receiving your complaint, this will inform you of the results of our investigation or explain why this isn't possible

Where we have been unable to resolve your concerns or have been unable to resolve your complaint within eight weeks, you may be able to ask the Financial Ombudsman Service to carry out an independent review. Whilst we are bound by their decision, you are not. Contacting them will not affect your legal rights.

You can contact the Financial Ombudsman Service by telephone on **0800 023 4567**. You can also visit their website at **financial-ombudsman.org.uk** where you will find further information.

Please be aware that the Financial Ombudsman Service will only be able to consider your complaint when we have had the opportunity to consider and resolve this.

If you have taken a product out online and are unhappy with the product or the service you received, you can also use the European Commission's Online Dispute Resolution service (**ec.europa.eu/odr**) to make a complaint. The purpose of this platform is to identify a suitable Alternative Dispute Resolution (ADR) provider and we expect that this will be the Financial Ombudsman Service. Please be aware that the Financial Ombudsman Service will only be able to consider your complaint when we have had the opportunity to consider and resolve this.

Residents of the Channel Islands and the Isle of Man – For details of the regulator and ombudsman for qualifying accounts opened in the Channel Islands or the Isle of Man, please refer to "Banking Made Easy" or contact the local branch.

#### **Financial Services Compensation Scheme**

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See **fscs.org.uk**.

## **Privacy overview**

#### **HSBC Bank plc Privacy Overview**

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

Our Privacy Notice explains how we collect, use, disclose, transfer and store your information and sets out your rights to your information. We have provided an overview of our Privacy Notice below. We have separately provided you with a copy of our full Privacy Notice and will inform you when we make any changes to it. You can also find this at **ciiom.hsbc.com/privacy**, or you can ask for a copy in branch, or by calling **03457 70 70 70** and we will send you one in the post.

Aviva Insurance Limited (Aviva), as the underwriter of the Travel Insurance product, collects and uses personal information about you so that they can provide you with a policy that suits your insurance needs. Some of this information may be collected directly from you and some may be collected from other sources including HSBC Bank plc, for example, during the sale and administration of the policy. Aviva is the data controller in respect of your personal information that it has received from HSBC Bank plc as intermediary and also in respect of any information that it has collected directly from you or from other sources as set out in its Privacy Notice, details of which can be found below.

Please read an overview of our Privacy Notice below.

This provides an overview of:

- · the types of information we collect about you
- how we collect and use it
- · who we might share it with
- the steps we'll take to make sure it stays private and secure.

We'll also explain your rights to your information. This is just an overview of some key points.

#### Who we are

When we say 'we', we mean HSBC Group companies who act as a data controller in respect of your personal data. Unless otherwise stated below, the data controller for the purposes of this notice is HSBC Bank plc.

#### The information we collect

We collect information about you from different places including:

- · directly from you
- · from a third party acting on your behalf e.g. an intermediary or broker
- from other HSBC companies
- · from publicly available sources
- when we generate it ourselves
- · from other organisations.

We'll only collect your information in line with relevant regulations and law and this may relate to any of our products or services you apply for, currently hold or have held in the past. You're responsible for making sure you give us accurate and up to date information. If you provide information for another person on your policy, you'll need to direct them to the Privacy Notice and make sure they agree to us using it for the purposes set out in the Privacy Notice.

#### How we'll use your information

We'll use it to provide you with any products and services you've requested and other purposes including for example:

- to confirm your identity and address
- · to understand how you use any other accounts, products or services you hold with us
- · to carry out your instructions
- · to improve our products and services
- to offer you other services we believe may benefit you unless you've asked us not to.

We'll only use your information where we're allowed to by law, including for example, carrying out an agreement we have with you, fulfilling a legal obligation, because we have a legitimate business interest or where you agree to it. We may use automated systems to help us carry out fraud and money laundering checks.

#### Who we can share your information with

We may share your information with other companies we work in partnership with and other HSBC Group members. We may also share your information with others outside of the HSBC Group including regulators, insurers, other banks, brokers, agents as well as credit reference and fraud prevention agencies.

#### **Sensitive information**

When you apply for insurance, you may need to give us sensitive health information if the insurer needs this to give you a quote. We will keep this information secure and process it in accordance with relevant laws and regulations. Where appropriate, we will ask for consent to collect and use this information.

#### How long we'll keep your information

We'll keep your information for as long as you have a relationship with us. After it ends we'll keep it where we may need it for our legitimate purposes, to help us respond to queries or complaints, or for other legal and regulatory reasons, including for example, fighting fraud and financial crime and responding to requests from regulators.

#### **Transferring your information overseas**

Your information may be transferred and stored in countries outside the Channel Islands, Isle of Man and European Economic Area (EEA), including some that may not have laws offering the same level of protection for personal information. When we do this, we'll ensure an appropriate level of protection is maintained.

#### **Your rights**

You have a number of rights relating to your information e.g. to see what we hold, to ask us to share it with another party, to ask us to update incorrect or incomplete details, to object to or restrict processing of it etc. For a fuller statement of your rights and how to complain if you're unhappy, please see the full Privacy Notice.

#### More information

If you'd like more details about anything covered in this summary, please see our full Privacy Notice. You can view or download a copy by visiting **ciiom.hsbc.com/privacy**, ask for a copy in branch, or if you prefer paper, give us a call on **03457 70 70 70 70** and we'll send you one in the post.

#### **Aviva Privacy Notice**

#### **Personal Information**

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at **aviva.co.uk/privacypolicy** or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD.

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of the product. Additional controllers include HSBC, who are responsible for the sale and distribution of the product, and any applicable insurers, reinsurers or brokers we use.

#### Personal information we collect and how we use it

We will use personal information collected from you and obtained from other sources:

- to provide you with insurance: we need this to decide if we can offer insurance to you and if so on what terms and also to administer your policy, handle any claims and manage any renewal
- to support legitimate interests that we have as a business. We need this to:
  - · manage arrangements we have with our insurers, reinsurers and brokers we use, and for the detection and prevention of fraud,
  - to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
  - to carry out other activities that are in the public interest: for example, we may need to use personal information to carry out antimoney laundering checks.

We may also use personal information about other people, for example family members you wish to insure on a policy. If you are providing information about another person we expect you to ensure that they know you are doing so. You might find it helpful to show them this Privacy Notice.

The personal information we collect and use will include name, address, date of birth and financial information. If a claim is made we will also collect personal information about the claim from you and any relevant third parties. We may also need to ask for details relating to the health or any unspent offences or criminal convictions of you or somebody else covered under your policy. We recognise that information about health and offences or criminal convictions is particularly sensitive information. We'll ensure that we only use that information where we need to for our insurance purposes (including assessing the terms of your insurance contract, dealing with changes to your policy and/or dealing with claims).

There may be times when we need consent to use personal information for a specific reason. If this happens, we will make this clear to you at the time. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us – refer to the 'Contacting us' details below. Please note that if consent to use this information is withdrawn, we will not be able to continue to process the information you gave us for this/these purpose(s). This would not affect our use of the information where consent is not required.

Of course, you don't have to provide us with any personal information, but if you don't provide the information we need we may not be able to proceed with your application or any claim you make.

Some of the information we use as part of this application may be provided to us by a third party. This may include information already held about you within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

#### **Credit Reference Agency Searches**

To ensure the Insurer has the necessary facts to assess your insurance risk, verify your identity, help prevent fraud and provide you with our best premium and payment options, the Insurer may need to obtain information relating to you at quotation, renewal and in certain circumstances where policy amendments are requested. The Insurer or their agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims.

The identity of our Credit Reference Agency and the ways in which they use and share personal information, are explained in more detail at **www.transunion.co.uk/crain**.

#### **Automated decision making**

We carry out automated decision making to decide whether we can provide insurance to you and on what terms, deal with claims or carry out fraud checks. In particular we may use an automated underwriting engine to provide a quote for this product, using the information we have collected.

#### How we share your personal information with others

We may share your personal information:

- with the Aviva group, our agents and third parties who provide services to us, HSBC and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other in respect of risks underwritten by Aviva, with insurers
  who cover Aviva under its group insurance policies and with our brokers who arrange and manage such reinsurance and insurance
  arrangements.

They will use your data to decide whether to provide reinsurance and insurance cover, arrange and manage such cover, assess and deal with reinsurance and insurance claims under such cover and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations we share information with may be located outside of the European Economic Area ("EEA"). We'll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

#### How long we keep your personal information for

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy.

We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes.

#### **Your rights**

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, including profiling and marketing, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us – refer to the 'Contacting us' details below.

#### **Contacting us**

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at **dataprt@aviva.com** or writing to the Data Protection Officer, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioner's Office at any time.

#### **Fraud Prevention and Detection**

In order to prevent and detect fraud we may at any time share information about you with other organisations and public bodies including the Police.

You should show this notice to anyone who has an interest in the insurance under the policy.

# Privacy Notice

# Before we begin

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

# When does this Privacy Notice apply?

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

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

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

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

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

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

# Your rights

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

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

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

- the Office of the Information Commissioner in Jersey by visiting oicjersey.org
- the Office of the Data Protection Commissioner in Guernsey, by visiting odpa.gg
- the Information Commissioner in the Isle of Man by visiting inforights.im

# How do we collect your personal information?

We collect information from various sources. In particular we:

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

## What information we collect

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

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

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

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

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

## How we'll use your information

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

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

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

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

#### How we make decisions about you

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

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

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

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

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

#### Compliance with laws and regulatory compliance obligations

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

#### Marketing and market research

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

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

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

# Who we might share your information with

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

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

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

The third parties we may share your information with are:

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

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

#### Sharing aggregated or anonymised information

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

# How long we'll keep your information

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

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

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

## Transferring your information overseas

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

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

## Credit Reference Checks, Fraud and Money Laundering

#### **Credit Reference Checks**

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

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

We may use this information to:

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

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

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

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

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

#### Credit reference agencies:

- Call Credit callcredit.co.uk/crain
- Equifax equifax.co.uk/crain
- Experian experian.co.uk/crain

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

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

#### Fraud Prevention Agencies

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

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

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

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

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

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

#### **Consequences of Processing**

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

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

## What we need from you

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

## How we keep your information secure

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

# More details about your information

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

This Privacy Notice may be updated from time to time and the most recent version can be found at ciiom.hsbc.com/privacy.

# Appendix – How we process your information

We'll use your information for purposes including:

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

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

# Standards of Lending Practice



# Our lending commitments and what we ask of you

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

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

## What we ask of you

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

## Please let us know if

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

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

# Important notes

Written details of our products and services are available from the address at the back of this brochure. There may be charges for additional services and you'll be advised of these when they apply.

#### Banking products and services

HSBC Premier is subject to eligibility. We'll review your account on a regular basis and if you no longer meet the qualifying criteria, we'll transfer your account to another HSBC current account. We'll contact you two months before we do this to advise you of the change and discuss your options.

Account opening and credit is subject to status (creditworthiness assessment). All applicants are required to provide a passport or national ID card and proof of permanent residential address.

# Important information

HSBC Bank plc, registered in England and Wales number 14259. Registered office 8 Canada Square, London, E14 5HQ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. HSBC Bank plc, Jersey Branch is regulated by the Jersey Financial Services Commission for Banking, General Insurance Mediation, Fund Services and Investment Business. HSBC Bank plc, Guernsey Branch is licensed by the Guernsey Financial Services Commission for Banking, Insurance and Investment Business. In the Isle of Man HSBC Bank plc is licensed by the Isle of Man Financial Services Authority.

Our terms and conditions and our dealings with you up until the time your account is opened are governed by the laws of the Island where your account is held. We are required by law to tell you the terms and conditions are in English and we will communicate with you in English. Further information and written details about our products and services are available from any of our branches or from Customer Information, Customer Service Centre, BX8 1HB. We reserve the right to decline applications for any product, account or service. Our credit facilities are subject to status.

HSBC Bank plc, Jersey Branch: HSBC House, Esplanade, St. Helier, Jersey, JE1 1HS. HSBC Bank plc, Jersey Branch is regulated by the Jersey Financial Services Commission for Banking, General Insurance Mediation, Investment and Fund Services Business.

## Compensation

Your Bank or Savings Account with HSBC Bank plc is protected by your local government compensation scheme. For more information please refer to the following:

gov.je/Industry/Finance/DepositProtection/pages/overview.aspx

dcs.gg

iomfsa.im/consumer-material/isle-of-man-depositors-compensation-scheme-dcs

and the Personal Banking Terms and Conditions and Charges.

HSBC Bank plc, Jersey Branch, is a participant in the Jersey Bank Depositor Compensation Scheme. The Scheme offers protection for eligible deposits of up to £50,000. The maximum total amount of compensation is capped at £100,000,000 in any 5 year period. Full details of the scheme and banking groups covered are available on the States of Jersey website gov.je/dcs, or on request. HSBC Bank plc, Guernsey Branch, is a participant in the Guernsey Banking Deposit Compensation Scheme. The Scheme offers protection for 'qualifying deposits' up to £50,000, subject to certain limitations. The maximum total amount of compensation is capped at £100,000,000 in any 5 year period. Full details are available on the Scheme's website dcs.gg or on request. HSBC Bank plc in the Isle of Man is a participant in the Isle of Man Depositors' Compensation Scheme as set out in the Depositors' Compensation Scheme Regulations 2010. Full details are available on the Scheme's website iomfsa.im or on request.

## How to complain

If you have a complaint please let us know. We will endeavour to resolve your concerns and put matters right. If your complaint is not settled to your satisfaction you may be able to refer it to the relevant Financial Ombudsman Service.

For accounts held in the Channel Islands you may be entitled to refer your complaint to the Channel Islands Financial Ombudsman at PO Box 114, Jersey, JE4 9QG.

For accounts held in the Isle of Man you may be entitled to refer your complaint to the Financial Services Ombudsman Scheme in the Isle of Man at Thie Slieau Whallian, Foxdale Road, St John's, Isle of Man, IM4 3AS.

Our 'Listening to your Comments' leaflet contains further details. If you cannot settle your complaint, in the Channel Islands and the Isle of Man, you may be entitled to refer it to the Channel Islands Financial Ombudsman in Jersey or Guernsey and the Financial Services Ombudsman Scheme for the Isle of Man.

If it is a joint account we must receive instructions from either account holder. We have the right to close your account at any time and will normally give you at least two months' notice of this. HSBC adhere to the Standards of Lending Practice.

# Mortgages

Our mortgages are subject to security and status. A charge will be taken over the property.

Think carefully before securing other debts against your home. Your home or property may be repossessed if you do not keep up repayments on your mortgage.

### Global View and Global Transfers

Before you can make a Global Transfer your accounts will need to be linked.

### **Overdrafts**

If you have used an overdraft you have to pay overdraft interest in the usual way. **For overdraft interest rate charges please refer to the** Personal Banking Terms and Conditions and Charges.

## Jersey, Guernsey and the Isle of Man

In Jersey, HSBC Bank plc is regulated by the Jersey Financial Services Commission for Banking, General Insurance Mediation, Fund Services and Investment Business and we abide by the Jersey Codes of Practice for Consumer Lending.

In Guernsey, HSBC Bank plc is licensed by the Guernsey Financial Services Commission for Banking, Insurance and Investment Business.

In the Isle of Man, HSBC Bank plc is licensed by the Isle of Man Financial Services Authority and our principal address is: HSBC Bank plc, PO Box 20, HSBC House, Ridgeway Street, Douglas, Isle of Man IM99 1AU.

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 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 dcs.gg or on request. Eligible deposits made with our branches in the Isle of Man are protected by the Isle of Man Compensation of Depositors Regulations 2010. Full details available on request.

Textphone is not available to residents of Jersey, Guernsey and the Isle of Man.

# International Personal Banking Services

These services are provided in conjunction with other members of the HSBC Group. The service provided will vary by country depending on HSBC's service offering in that country. The International Banking Centre will inform customers of what is available prior to any account being opened. Credit facilities are provided subject to local legal and compliance requirements. You should not deposit funds or use your new account until you have entered the country in which the account has been opened. This does not apply to HSBC Bank International Limited or where you have an existing HSBC account or established place of residence in that country.

### Other service providers

Global Emergency Services are provided by the Global Service Assistance Centre, part of Mastercard International.

Mastercard United Kingdom address is: 10 Upper Bank Street, Canary Wharf, London E14 5NP

# Current Account Switch Guarantee



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

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



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

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

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

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

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

# Accessibility

If you need any of this information in a different format, please let us know. **This includes large print, braille, or audio.** You can speak to us using the live chat on our website, visiting one of our branches, or by giving us a call.

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

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