# Young Savers Terms and Conditions

With effect from 6 April 2016



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These Young Savers Terms and Conditions (the "Young Savers Terms") apply to your Young Savers account. Your agreement for your Young Savers account consists of the Young Savers Terms and any Additional Conditions (the Young Savers Terms and any Additional Conditions are together the "Terms").

Additional Conditions include the following (as applicable to your account): 1) all interest rates that apply to your Young Savers account; 2) the Price List applicable to your Young Savers account (you can also find out about charges by calling us or by looking at our website at ciiom.hsbc.com or by asking our staff in our branches); and 3) any other terms that we provide to you that apply to your Young Savers account.

The Young Savers Terms are also a framework contract for payment services on your account.

If any Additional Conditions contradict the Young Savers Terms, then the Additional Conditions will apply.

### In the Terms:

- "HSBC Group" and "any member of the HSBC Group" means HSBC Holdings plc, and/or any of its affiliates, subsidiaries, associated entities, and any of their branches or offices;
- "Authorities" includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the HSBC Group;
- "branch(es)" means branch(es) of HSBC Bank plc in the United Kingdom, Channel Islands and the Isle of Man;
- "Compliance Obligations" means obligations of the HSBC Group to comply with: (a) Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring us to verify the identity of our customers;
- "Connected Person" means any natural person or legal entity (other than you) whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include your parent(s) or legal guardian(s), any guarantor, Recipient of a payment, anyone who has opened or operates an account on your behalf, anyone entitled to the money in an account or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group;
- "Customer Information" means your Personal Data, confidential information, and/or Tax Information or that of a Connected Person;
- "Financial Crime" means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or break any Laws relating to these matters:
- "Financial Crime Risk Management Activity" means any action to meet Compliance Obligations relating to the detection, investigation and prevention of Financial Crime. This may include (i) screening, intercepting and investigating any communication, application for Services or any payment, whether sent to or by you or on your behalf, (ii) investigating the source of or intended Recipient of money, (iii) combining Customer Information with other related information in the possession of the HSBC Group and/or (iv) making further enquiries as to the status of a relevant person or entity, whether they are subject to a sanctions regime or confirming their identity or status;
- "HSBC Mobile Banking App" means our Mobile Banking Application, which can be downloaded to any mobile device that runs an operating system supported by us;
- "Laws" include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to us or a member of the HSBC Group;
- "Online Banking" means our Online Banking service. Whilst we may offer facilities through which you may access some but not all of your Online Banking services, references and requirements within the Terms to the Online Banking service means both our full service which is available by logging on at ciiom.hsbc.com) and also any other facilities we offer through which you can access some or all of our Online Banking services unless stated otherwise;

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

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

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

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

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

"Tax Information" means documentation or information about your tax status;

"TBS" means our Telephone Banking Service;

"we", "us", and "our" mean HSBC Bank plc;

"working days" means Monday to Friday, except public holidays;

"you" and "your" mean the Young Savers account-holder(s), which may be a child holding the account in his/her own right or a parent/legal guardian (or parents/legal guardians if the account is held jointly) holding the account for the benefit of a child. Such references should be read as appropriate;

Your Young Savers account should not be used for business purposes. No third party will have any rights under the Terms, other than to the extent that parents/legal guardians are given rights under the Terms. The Terms apply to you and us only, other than clauses 31.12 and 31.13 which apply to parents/legal guardians.

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

# Channel Islands and Isle of Man customers only

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

We would draw your attention to the following sections for specific information relating to customers of the Channel Islands and Isle of Man: 34 (Credit Interest); 43 (Governing Law); 35 (Bankruptcy Orders); 29.8 (Probate); and the back page of the Online Savings Terms (General Information and How to Complain). The Channel Islands and Isle of Man are not in the Single European Payments Area.

# **Contact Information**

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

Account type	From the UK, Channel Islands and Isle of Man	From abroad
UK accounts	03457 404 404	+44 1226 261 010
	(Customer Service Centre: 8am to 10pm) (Automated Service: 24 hours)	(Customer Service Centre: 8am to 10pm) (Automated Service: 24 hours)
Channel Islands/Isle of Man accounts	03456 006 161	+44 1226 261 010
HSBC Premier customers	03457 70 70 70	+44 1226 260 260
HSBC Advance customers	03457 404 404	+44 1226 261 010
Textphone for all accounts	<b>03457 125 563</b> + 44 207 088 2077	

# 1. Eligibility

- **1.1.** This product is now off-sale meaning it is no longer open to new customers. These terms shall still apply to existing customers so far as they are relevant.
- **1.2.** You can hold a Beneficiary Account jointly with another person. All account-holders must be parents/legal guardians of the child that benefits from the account.
- **1.3.** You cannot hold an Own Account jointly with anyone else.
- **1.4.** These Terms apply to both Own Accounts and Beneficiary Accounts.
- 1.5. A Young Savers account must be opened with an initial deposit of a minimum of £1.

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

- **2.1.** Details of the different types of payments we offer are set out in our Banking made easy brochure. We can change this information by giving you at least two months' advance personal notice. Some types of payment are not available on certain accounts or via certain channels.
- **2.2.** You cannot make direct debits (including SEPA Direct Debits) or standing orders from your Young Savers account and you cannot make payments from these accounts using express bank machines.
- **2.3.** Other items that are payable will be payable into your account.

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

- **3.1.** Priority Payments, Worldpay payments and SEPA payments you make and international payments you receive
- **3.1.1.** You must provide us with all the following details to enable us to make a Priority Payment, Worldpay payment or SEPA payment:
- the correct details of the Recipient's bank, including the bank's SWIFT Business Identifier Code ("BIC") address, sort code or national bank code;
- the Recipient's bank account number, or International Bank Account Number ("IBAN") if making a SEPA
  payment or paying to a bank in the EEA;
- the name and address of the Recipient to whom the payment is made;
- your own account number (and IBAN for a SEPA payment), name and address. This is a legal requirement and these details will be passed to the Recipient's bank;
- the Recipient's reference, if applicable; and
- the amount of the payment.
- **3.1.2.** If you are going to receive an international payment you must tell the sender of the payment your BIC and IBAN.
- 3.2. Electronic Fund Transfers, bill payments (including faster bill payments) and internal transfers
- **3.2.1.** Unless clause 3.2.2 applies, you must provide us with all the following details to enable us to make the payment:
- the sort code and account number for the Recipient's account;
- the date the payment is to be deducted from your account;
- the Recipient's name; any reference identifying the payment (including a reference to you or the Recipient); and
- the amount of the payment.
- **3.2.2.** If you do not have the sort code and account number for the Recipient's account but have made a payment to the Recipient within the last 13 months from your account and we have set their information up on your account, then we can make the payment in the absence of this information with your agreement.

# 4. Online Banking and the HSBC Mobile Banking App

- **4.1.** You can make some payments through Online Banking or the HSBC Mobile Banking App by logging on, using your user ID and providing other security information that is personal to you that we request. We may notify you from time to time of changes in the security information we may require for accessing Online Banking or the HSBC Mobile Banking App. When you have provided your payment instructions, you will be asked to confirm those instructions. This will be your agreement for us to make the payment.
- **4.2.** Only account holders can use Online Banking and the HSBC Mobile Banking App in respect of the account (ie, for Own Accounts only the child can use Online Banking and the HSBC Mobile Banking App and for Beneficiary Accounts, only the parent(s)/legal guardian(s) can use Online Banking and the HSBC Mobile Banking App). Please see clauses 1 and 19 for details about who can hold a joint account and what authority is given to us to operate joint accounts.

# 5. Telephone Banking Service

- **5.1.** Clause 5 applies to your use of TBS in respect of accounts held solely or jointly by you.
- **5.2.** TBS is available, provided you have a touch tone telephone, your identity can be verified, by using a security number or by speaking to a Customer Service Representative and completing security procedures. Further details about setting up a personal security number for telephone banking are in our Banking made easy brochure. We can change this information by giving you at least two months' advance personal notice.
- **5.3.** You can contact us on TBS by calling the applicable number set out in the table above clause 1 of these Young Savers Terms.
- **5.4.** To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us.
- **5.5.** To use our Automated Service you will need a touch tone telephone and a security number.
- **5.6.** Our Automated Service enables you to:
- 5.6.1. obtain your balance, see clause 20.6, which provides more detail about balance information;
- **5.6.2.** obtain details of recent transactions;
- 5.6.3. transfer money between certain accounts you have with us;
- **5.6.4.** make certain types of payments; and
- **5.6.5.** speak with a Customer Service Representative in relation to other enquiries.
- **5.7.** Only account-holders can use the Automated Service in respect of the account (ie, for Own Accounts only the child can use the Automated Service and for Beneficiary Accounts, only the parent(s)/legal guardian(s) can use the Automated Service). Please see clauses 1 and 19 for details about who can hold a joint account and what authority is given to us to operate joint accounts.

# 5.8. Your instructions

- **5.8.1.** You can make some payments through TBS (once you have completed our security procedures) by speaking to a Customer Service Representative, who will take details of the payment and then confirm the details to you. You must confirm these details are correct before we make the payment. Alternatively, if you are using the Automated Service, you must provide the payment details using your telephone keypad. We will repeat the payment details before asking you to confirm them by pressing a button on your telephone keypad. Your confirmation will be your agreement for us to make the payment.
- **5.8.2.** On satisfactory completion of our security procedures, we can act on any instructions given to us, even if these instructions were not given by you or with your authority. Please also see clause 22.3 which sets out details of our liability for unauthorised transactions.

# 5.9. Availability of TBS

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

### 6. Branch

If you are making a payment in branch, we will make the payment when you confirm that the information you have given us is correct.

# 7. Post

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

# 8. Important security information

- **8.1.** You must use TBS, Online Banking and the HSBC Mobile Banking App in accordance with the Terms. Online Banking and the HSBC Mobile Banking App are also subject to their own terms and conditions which are provided to you when registering for the services.
- **8.2.** You must take all reasonable precautions to keep safe and prevent fraudulent use of any security devices (such as the HSBC SecureKey), security details (including, security numbers, passwords or other details including those which allow you to use Online Banking, TBS and the HSBC Mobile Banking App) and devices used to access your Account.

Issue Cards and Card PINs		From the UK, Channel Islands and Isle of Man	From abroad
		03456 007 010	+44 1442 422 929
TBS Issues for:	UK accounts	03457 404 404 (8am to 10pm)	+44 1226 261 010 (8am to 10pm)
	Channel Islands/ Isle of Man accounts	03456 006 161 (8am to 10pm)	+44 1226 261 010 (8am to 10pm)
	HSBC Premier customers	03457 70 70 70	+44 1226 260 260
	HSBC Advance customers	03457 404 404	+44 1226 261 010
Textphone for all issues		03457 125 563	+44 207 088 2077

**8.3.** These precautions include but are not limited to all of the following, as applicable:

# General

- never writing down or otherwise recording your security details in a way that can be understood by someone else;
- not choosing security details that may be easy to guess;
- taking care to ensure that no one hears or sees your security details when you use them;
- keeping your security details unique to your accounts with us;
- not allowing anyone else to have or use your security devices, security details (including for TBS, Online Banking and the HSBC Mobile Banking App) and not disclosing them to anyone, including the police and us, except when registering for or resetting your TBS, Online Banking and HSBC Mobile Banking App security details (but even then do not disclose in full);
- keeping information about your account containing personal details (such as statements) safe and
  disposing of them safely. People who commit fraud use many methods, such as searching in dustbins, to
  obtain this type of information. You should take simple precautions such as shredding paper containing
  such information;
- changing your security details immediately and telling us as soon as possible in accordance with clause 8.4 if you know, or even suspect, that someone else knows any of those details, or if we ask you to;
- keeping your security devices and other security details safe.

# Telephone Banking (TBS)

- when you call us, we will confirm your identity using our current security procedures. We may not be able to assist you if we are unable to identify you as our customer using our security procedures;
- when you contact us by telephone, you should not use cordless or mobile telephones operating on an
  analogue network. We recommend that you use either a landline or a digital mobile telephone. We are not
  responsible for the security of your account if anyone else overhears you speaking to us on the telephone.

# **HSBC Mobile Banking App**

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

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

- 1. actively paired it with another device which is enabled to make payments; or
- 2. linked it to the device to which the HSBC Mobile Banking App has been downloaded.
- **8.4.** If any security device or security details are lost or stolen, or you suspect that someone has used or tried to use them, you must tell us without delay by calling us on the applicable number set out in the table below. All lines are open 24 hours unless otherwise stated. If you need to call about your TBS, Online Banking or HSBC Mobile Banking App security details and lines are closed, please call without delay the applicable number for Cards and PINs issues and we will block access to your Account via TBS, Online Banking and/or HSBC Mobile Banking App (to re-set your relevant security details, you will need to call the usual number during opening hours). Telephone calls will be put through to our Automated Service. Textphone calls will be put through to our Customer Service Centre. To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us.
- **8.5.** If asked, you must confirm in writing the loss or theft of your security details relating to Online Banking, TBS and/or the HSBC Mobile Banking App.
- **8.6.** We will ask you to co-operate with us and the police in relation to any investigation into the actual or suspected misuse of your passwords, security number, security details and/or accounts. You must report any unauthorised transactions to the police within seven days of our request. We may also disclose information about you or your account to the police or other third parties if we think it will help prevent or recover losses.

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

- **9.1.** We will make/authorise a payment from your account if you authorise it in any of the ways set out in the Young Savers Terms, and there are sufficient cleared funds in your account. There may be a delay in carrying out your instructions while fraud prevention checks take place.
- **9.2.** Where the payment is to be made in the future, you must make sure that you have met the conditions in clause 9.1 at the start of the day the payment is due to be made (ie, 00.00am).

- **9.3.** This clause only applies to bill payments and standing orders. If you do not meet the requirements set out in the previous clause, we will still make a payment that is due to be made on a working day if, before 3.30pm on the day the payment is due to be made:
- you pay in sufficient cleared funds; and
- there is still a sufficient available balance to enable the payment to be made at 3.30pm.

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

- 9.4. There may be a delay in carrying out your instructions while fraud prevention checks take place
- **9.5.** When we assess whether to make/authorise payments under clause 9.1, we may consider any other payments we have made or agreed to make from your account that day, even if those other payments have not already been deducted from your account. You must take this into consideration when requesting payments.
- 9.6. We may refuse to make a payment (and we will not be responsible for any loss):
- 9.6.1. if any of the conditions set out in the Young Savers Terms have not been met; or
- **9.6.2.** if the payment would exceed any limits we may set (please see clause 15.3 for more details about limits); or
- 9.6.3. if we are not reasonably satisfied the transaction or the instruction is lawful; or
- 9.6.4. if we consider that your account has been or is likely to be misused; or
- 9.6.5. for fraud prevention purposes; or
- 9.6.6. if we are not able to send the payment by one of the payment methods we use.
- **9.7.** If we refuse to make a payment that you have requested you will normally be told when you request the payment, unless we suspect fraud or it would otherwise be unlawful please see clause 21 for details about our fraud prevention measures and what we do if we suspect fraud. If you telephone us, we will tell you if a payment has been refused, the reasons for the refusal (if we are able) and the procedure for correcting any factual errors that led to the refusal. This information will be available immediately after our refusal of your instruction. We will not be able to provide you with details in any of these ways if it is unlawful for us to do so.

# 10. Payments from your account – authority from your parents or legal guardians

We need written authority from any of your parents or legal guardians for any withdrawls or transfers of £50 or more from your Own Account.

# 11. Foreign payments

# 11.1. General

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

- 11.2. Payments you make
- **11.2.1.** The exchange rate we will apply to payments you make involving a currency exchange, other than future dated payments, is the rate we provide or make available to you (including in our branches and on the telephone) when you request the payment, and which you agree by going ahead with the payment or by confirming the rate specifically. The exchange rate we apply to future dated payments will be the HSBC exchange rate applicable at the time your payment is processed. You can call us to find out rates.
- **11.2.2.** When you instruct us to make a payment involving a currency exchange, we will check to see if you comply with clause 9.1. If you do, then we will carry out the currency exchange. After we have done this we will check again that you still comply with clause 9.1. If you do not and we are unable to make the payment, we will convert the payment back into the original currency at the HSBC exchange rate applicable at that time. If this leads to a loss or a gain due to an unfavourable or favourable movement of the HSBC exchange rate, you agree that we can deduct the amount of that loss from your account, or credit your account with the amount of the gain, as applicable.

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

- **11.2.3.** If you cancel an instruction for a payment to be made in a currency other than sterling before we have made the payment but after we have converted the payment into the other currency, we will convert the payment back into the original currency at the HSBC exchange rate applicable when you cancel your instruction and will then add the value of the payment to your account. We are not responsible for any fluctuations in the exchange rate.
- **11.2.4.** We may deduct charges from your account when you instruct us to make a Priority Payment, Worldpay payment, SEPA payment or Global Transfer. Details of the charges are in the Price List that is applicable to your account.
- **11.2.5.** For payments in an EEA currency that you instruct us to make to accounts in countries within the EEA, we will not deduct from your account charges made by agents we use, any intermediary bank and/or the Recipient's bank.
- **11.2.6.** For payments other than those described in clause 11.2.5, we will not deduct from your account charges made by agents, intermediary banks and/or the Recipient's bank unless you ask us to deduct all charges from your account. This means that for these payments unless you ask us to deduct all charges from your account, agents, intermediary banks and the Recipient's bank may deduct their charges from the amount of the payment.

# 11.3. Payments you receive

- **11.3.1.** If you receive a payment in a different currency to the currency of your account and your correct BIC and IBAN is attached to that payment, we will convert the payment into the currency of your account at the HSBC exchange rate applicable when we receive the payment. We will then add the payment to your account.
- **11.3.2.** We may deduct charges from your account when you receive such a payment into your account. If we do, details will be set out in the Price List that applies to your account.
- **11.3.3.** Any foreign banknotes paid into your account using a branch will be converted at the applicable HSBC exchange rate and then added to your account.

# 12. Interest

- **12.1.** You will receive interest at the rate that applies to your account. Details of our interest rates are available in our branches and online. We calculate interest on the daily cleared balance of your account. We will pay it into your account either monthly or annually, in accordance with your instructions given when you opened the account.
- **12.2.** For bill payments (excluding faster bill payments), you will receive interest on a payment until it reaches the Recipient's bank. In all other cases, you will receive interest up to the time the payment is debited from your account.
- **12.3.** Interest (where it applies) will be calculated on payments into your account once the payment has been added to your account.

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

- **13.1.** We may charge for some payments/services we provide at the rates set out in the Price List applicable to your account. You authorise us to deduct all charges from your account when you give your instructions or, if the charge applies to payments you receive, when we add the payment to your account.
- **13.2.** We may make a charge for any enquiries we receive in respect of each payment instruction, whether made by you or another person. We will not charge you if we have made an error or if we cannot prove that you authorised the payment instruction. We will advise you of any applicable charge before we start investigations on your behalf.
- **13.3.** We may charge for any incidental expenses we incur in providing additional services to you. We will advise you of the charge before we provide the service. You authorise us to debit these charges from your account when you give your instructions.

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

- 14.1. The cut-off time is the time before which on a working day (or calendar day for faster bill payments and internal transfers, which can be made on any day) a payment or a payment instruction is treated as received by us on that working day (or calendar day, as appropriate). This means if we receive a payment or a payment instruction after the cut-off time, we will treat this as received by us on the following working day, or for faster bill payments and internal transfers, the following calendar day. If we receive a payment (other than faster bill payments and internal transfers) or a payment instruction (other than for a faster bill payment or internal transfer) on a day that is not a working day, we will treat this as received on the next working day. Cut-off times vary for different types of payment and for different ways in which the payment is requested. Information about cut-off times for each type of payment is set out in our Banking made easy brochure. We can change this information by giving you at least two months' advance personal notice. We will receive any instructions you give us by post when we open your letter (there are no cut-off times for this).
- **14.2.** Some types of payments have additional currency cut-off times. For these payments, you must give your instructions before the earlier of the cut-off times that apply for us to treat the instructions as received before the cut-off time. Please see the Price List for information about currency cut-off times.
- **14.3.** The maximum execution time (the time it takes for the payment to reach the Recipient's bank), is set out in clauses 15.2 and 16 to 18. This does not include the day on which we receive the instruction. The day we receive your instruction for this purpose will depend on whether your payment instructions were received before or after the cut-off time.
- **14.4.** Where you have instructed us to make a payment immediately, we will begin processing the instructions when they are received. You cannot usually cancel your instructions after you have given them to us, unless the payment is a duplicate SEPA payment which you have sent in error (a duplicate SEPA payment is a SEPA payment that is to the same beneficiary, for the same amount, and on the same day as another SEPA payment you have sent), or a SEPA payment made fraudulently from your account by a non-account-holder, or we suffered from technical problems which led to the payment being made incorrectly, in which case you can cancel it within ten working days.
- **14.5.** If you instruct us to make a payment on a future date, we will begin to process the payment on the date you specify. In this case, whether you may cancel your instructions will vary for different types of payment and for different ways in which the payment is requested. Information about cancelling is set out in our Banking made easy brochure. We can change this information by giving you at least two months' advance personal notice.
- **14.6.** After any time limits for cancellation referred to in this clause have expired, you may only cancel your instructions if we agree.
- 14.7. All cut-off times quoted refer to time in London, UK.

# 15. Internal transfers, bill payments (including faster bill payments), Electronic Fund Transfers, Current Account Transfers, Priority Payments, SEPA payments, Worldpay payments and Global Transfers

- **15.1.** Information about how you can request us to make a payment for each of the payment types set out above, and whether you can arrange for a payment to be sent on a future date is set out in our Banking made easy brochure. We can change this information by giving you at least two months' advance personal notice.
- 15.2. The maximum execution times for payments to reach the Recipient's bank are as follows
- Internal transfers immediate.
- Bill payments immediate for bill payments to other accounts with us. Three working days for bill payments to HSBC Bank International branch accounts. The same day for all other bill payments.
- Electronic Fund Transfers and Global Transfers same day.
- Currency Account Transfers next working day except for Moroccan Dirham accounts which may be up to two working days.
- Priority payments next working day (within the EEA). Up to four working days (outside the EEA) but this may take longer depending on the country the money is being sent to.

- SEPA payments next working day.
- Worldpay next working day (within the EEA and in EEA currency). Up to six working days (outside the EEA and/or non EEA currency) but this may take longer depending on the country the money is being sent to.
- **15.3.** We may set limits on the payments you can make from your account. If we do, we will tell you the applicable limit when you make a payment. Your consent to making a payment will also be your agreement to the limit that applies to that payment. We will make payment limits available to you if requested.

# 15.4. Automatic Transfers - Beneficiary Accounts

- **15.4.1.** If you have a Beneficiary Account and ask us, we will set up an automatic transfer from your account to another UK account you have with us in the same name, including joint accounts you hold with someone else. The account the transfer is sent to must not have restrictions on deposits or be a cash ISA product.
- **15.4.2.** If you hold your account jointly with someone else, we will accept instructions from any one of you to set up an automatic transfer. We will accept instructions for the transfer to be made to another account in the same joint names as your account, or to another account in the sole name of one of you.
- **15.4.3.** You will need to specify the date on which, and the frequency with which, the automatic transfer will happen. The frequency can be daily, weekly or monthly. If you want to change your transfer date please call us on the applicable number set out in the table above clause 1 of these Young Savers Terms or change it online using Online Banking.
- 15.4.4. You can set different types of limits for an automatic transfer please ask us for details.
- **15.4.5.** We will charge for some automatic transfers. Details of charges are in the price list that applies to your account.

# 16. Cash withdrawals

- **16.1.** You can withdraw cash from your account over a branch counter.
- **16.2.** For withdrawals over the counter at branches, you must provide an item of identification acceptable to us, and the withdrawal book for the account (if you have been issued with one).
- **16.3.** We will deduct cash withdrawals made over the counter at one of our branches from your account on the same day.

# 17. Cash payments in

- **17.1.** You can pay cash in over the counter at one of our branches or, by using one of our paying-in machines. You must complete a paying-in slip to do this. You must not send cash to us by post.
- **17.2.** If you pay only cash into your account over the counter at one of our branches or we receive cash from you by personal delivery, it will be credited to your account and available for you to withdraw immediately. It will be treated as cleared for interest calculation purposes (if applicable) on the same day.
- 17.3. If you pay in cash using one of our paying-in machines, provided you pay in before the cut-off time displayed on the machine, it will be credited to your account and available for you to withdraw immediately after the machine is opened and we receive and check your deposit, which will be on the same working day. If the cut-off time is missed, your money will be credited to your account the next time the paying-in machine is opened and we receive and check your deposit, which is usually the next working day. Some paying-in machines will automatically count the money you deposit and it will be credited to your account and available for you to withdraw immediately. It will be treated as cleared for interest calculation purposes (if applicable) on the same day.
- **17.4.** If you use one paying-in slip to pay a mixture of cash and cheques into your account over the counter at one of our branches or by using one of our paying-in machines, the cash will be credited to your account, available for you to withdraw and treated as cleared for interest calculation purposes (if applicable) as described in clauses 17.2 and 17.3 (as applicable). Please see clause 18 for the treatment of cheques.

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

### 18. Cheques

# 18.1. Cheques you receive

- **18.1.1.** The 'central clearing cycle' (normally three working days) is the time taken for money paid from or into your account to be deducted or added. This section applies to our normal clearing cycles for cheques drawn in sterling or in euros (other than those drawn on banks abroad) paid into branches of English, Scottish, Welsh or Northern Ireland banks in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
- **18.1.2.** When you pay a cheque into your account you will normally have to wait three working days after the day you pay it in before you can withdraw the money unless we agree otherwise, eg, the amount of a cheque paid in on a Monday will normally be available for withdrawal on the following Thursday. We may extend this time period if there are actual or potential credit or fraud prevention reasons to do so. When we refer to the day you pay a cheque into your account we mean the first day that we deal with and process the cheque. So if you pay in a cheque via a paying-in machine after the cut-off time displayed in our branches we will not process your cheque until the following working day. If you post a cheque to us we will process your cheque on the day we receive it. The cheque amount will be included in your balance (but not your available balance) before you can withdraw the money.
- **18.1.3.** We treat cheques as cleared for interest calculation purposes (if applicable) two working days after they have been paid in eg, on Wednesday if paid in on a Monday. If you pay a cheque drawn on one of our branches into that branch and your account is also held with that branch, you will normally be able to withdraw the money on the next working day. The amount of the cheque is treated as cleared for interest calculation purposes (if applicable) on the day it is paid in.

# 18.2. Cheques returned unpaid and paying in cheques

**18.2.1.** A cheque which you have paid into your account can be returned unpaid and if this happens the sum shown on it will be deducted from your account. A cheque can be returned unpaid after we have decided to let you withdraw the money from your account or the amount shown on the cheque has been included in your available balance (please see clause 20.6 for what this means). When a cheque is returned unpaid, it will usually happen three or four working days after the cheque has been paid into your account, but it could be later (please see clauses 18.2.2 to 18.2.5 for more details about this). When you pay in a cheque at a branch counter, you can ask us to specially present it to the bank it is drawn on. This means that we will ask the bank on which the cheque has been issued if the cheque will be paid. We will post the cheque to the bank it is drawn on and, upon receipt, they will confirm whether the cheque will be paid. Special presentation does not change the clearing cycle for interest calculation purposes. A charge will be deducted from your account for using the special presentation service. Please also see clause 18.1. Depending on the reason given for the cheque being returned unpaid, we will either ask for payment again from the bank of the person who issued it, or return it to you.

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

- **18.2.2.** Clauses 18.2.3 and 18.2.4 apply to sterling cheques paid in at and drawn on branches of English, Scottish, Welsh or Northern Ireland banks.
- **18.2.3.** If a cheque paid into your account is returned unpaid, we will not deduct the amount of the cheque from your account beyond the sixth working day after it was accepted by us unless clause 18.2.4 applies (if you pay a cheque into your account over the counter at another bank the date we accept the cheque will be when your account with us is credited with the amount of the cheque). Because we process overnight, the deduction from your account could appear up to 9am on the seventh working day. For example, if you pay a cheque into your account on Monday, your account will not be debited after close of business on Tuesday the following week (or Thursday the following week for cheques paid in at other banks' counters), and the debit will show on your account statement by 9am on Wednesday the following week (or Friday the following week for cheques paid in at other banks' counters).

- **18.2.4.** A cheque you pay in may be returned and the amount of the cheque deducted from your account more than six working days after the date we accepted it:
- where you are, or we reasonably suspect you are, knowingly involved in fraud concerning the cheque; or
- if you have given your express consent.
- **18.2.5.** Clauses 18.2.3 and 18.2.4 do not apply to cheques paid in at or drawn on branches in the Channel Islands and the Isle of Man. In such a situation, a cheque could be deducted later than six working days after you have paid it into your account. Because of this we may require you to wait until we are certain that the cheque has been paid before you are able to draw against it.
- **18.2.6.** If you want to pay in a cheque or other item that has been made payable to someone else, that person must sign it on the back. We may ask for further details before we agree to accept it. If a cheque or other item is marked on the front 'not transferable' or 'account payee', we can only accept it for the person it is made payable to. The only exception to this is a joint account. We will accept a cheque or other item made payable to any one of you. However, a cheque or other item made payable to joint names cannot be paid into a sole account.
- **18.2.7.** Different procedures apply to foreign cheques. Please ask us for details.

# 18.3. Bank Drafts

- **18.3.1.** We will deduct a charge from your account for any bank drafts you request.
- **18.3.2.** If you no longer need a bank draft we have provided to you, you should return it to us. We will pay the amount of the draft into your account. We will deduct a charge from your account for this. For foreign currency bank drafts we will convert the amount of the draft into sterling using our HSBC exchange rate at the time the draft is paid in (this may mean that the amount that is paid into your account is different from the amount deducted when the draft was issued).
- **18.3.3.** If a bank draft is lost or stolen, you can ask us to put a warning on the original draft; where the original draft was drawn on a foreign bank (this is likely to be the case where the payee is in a foreign country), we will ask the foreign bank to put a warning on the original draft. The warning will not stop or cancel the bank draft (it is a guaranteed form of payment) but may alert any Recipient to the fact that it has been lost or stolen, and so increase the chances that it will not accepted. We will deduct a charge for this from your account and, where the draft is drawn on a foreign bank, we will deduct any charge the foreign bank makes for this.
- **18.3.4.** If a bank draft is lost or stolen, you can ask us to provide a replacement draft, refund the amount of the draft to you or send an electronic payment to the intended Recipient. Before we do this, we will check to see whether the original draft has been paid, and if it has not been paid, we will ask you to agree to pay us the value of the original draft if we subsequently have to pay it. If it is in a foreign currency, we will ask you to pay the value of the original draft in sterling using our HSBC exchange rate at the time we have to pay the draft.

# 19. Joint accounts

- **19.1.** Joint accounts are operated on the basis of the authority below. We do not open accounts that require authority or signature of all joint account holders to be obtained on individual transactions or instructions. However, there may be some circumstances where all signatures are required to operate the account. Please see clause 19.4 for details.
- **19.2.** Unless this conflicts with another authority given in writing on the joint account, and until any one of you cancels this authority, you authorise us to:
- accept instructions for payment (including those given to us using TBS or Online Banking), or to stop such payments, signed or given by any one of you;
- deliver any item held by us in safe keeping in your joint names against the receipt of any one of you; and
- accept instructions signed or given to us by any one of you to act on behalf of you all in all other
  transactions with us, opening further accounts in your joint names and closing accounts in your joint
  names, but not including converting a joint account to a sole account. In such a case, you consent that any
  information we may need to send you may be sent to only one of you.

- **19.3.** We will accept such authority until it is cancelled by any one of you (unless otherwise agreed in writing) or treated by us as cancelled under clause 19.4.
- **19.4.** If any one of you tells us of a dispute between any of you, we may treat this as notice of cancellation of the authority set out at clause 19.2. If we do, any further transactions will need the authority of you all and the use of additional services such as Online Banking may be suspended (this would mean that you would have to make alternative arrangements for your regular payments to be made). We will need the authority of all of you to pay out any credit balance on the joint account or to close the joint account.
- **19.5.** We may disclose to any of you any information we hold about the account(s) including historical statement information. This means that where a sole account is converted into a joint account, statement information relating to the account when it was a sole account may be made available to any of the joint account holders.
- **19.6.** Unless clause 19.4 above applies, in the event of the death of any of you, the survivor(s) have authority to instruct us to pay them any credit balance and deliver to them any items held in safe keeping. This is subject to any rights which we or a third party may have in relation to the account.
- **19.7.** You agree that if any one of you registers for Online Banking or any other banking service provided over an electronic channel which we may make available to you:
- **19.7.1.** we may provide Online Banking or such other service in respect of your joint account even if not all of you have registered for Online Banking or such other service;
- **19.7.2.** you will be bound by the Online Banking terms and/or the terms of such other service (terms are available on request or at ciiom.hsbc.com); and
- **19.7.3.** we may follow any instructions given to us in relation to your joint account by any one of you, even if any joint account mandate requires the authority of more than one of you. This clause overrides the mandates.
- **19.8.** We will not accept instructions to convert a joint account to a sole account, even where those instructions are provided by all joint account holders.
- **19.9.** Please also see the joint account provisions in clause 18.2.6 for paying in cheques, clause 5 for using TBS, clause 20 for statements and clause 29 for ending this framework contract and closing your account.

# 20. Statements

- **20.1.** We will send you paper statements on your Young Savers account every six months. However, if you have not used your account for two years or more, then we may just send you one statement a year. If you wish, you can choose to view your statements online rather than receiving any paper statements from us.
- **20.2.** We recommend that you check your statements regularly and at least every 30 days. If any entry appears to be wrong, you should tell us as soon as possible in accordance with clause 22.
- **20.3.** If you have a joint account we will send a statement to each of you (to different addresses if you wish) unless you ask us not to.
- **20.4.** If an incorrect entry on your account is identified we will correct it. If we do this on the same day the incorrect entry was made the details may not show on your statement.
- **20.5.** If you ask, we will send you additional statements (including paper copies of statements sent to you electronically or copies of those previously supplied). We may charge for additional statements.

# 20.6. Balance information

**20.6.1.** We may provide you with details of:

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

Please also refer to clauses 5.6 and 18. Your account and the transactions passing through it may be affected by a court order that is obtained, for example, against you or your account. If so, the balance may change and transactions may not be processed or may be reversed.

- **20.6.2.** You will be able via Online Banking to view details of certain payments due to leave or be credited to your account the working day before they are due to show on your statement.
- **20.6.3.** The items that are due to credit your account may be returned or recalled by the person making the payment and so may not be included in your statement. The fact that you have been able to see these items is not a guarantee they will be paid into or out of your account on the following working day and that they will appear on your statement.

# 21. Fraud prevention

- **21.1.** We may carry out certain checks on transactions on your account as part of our fraud prevention measures.
- **21.2.** As part of our fraud prevention measures, we may need to speak with you to re-confirm some payments, eg, high value payments, or we may need to ask you additional security information. We will tell you when this is the case. If we need to speak with you but cannot do so for any reason, we will only make the payment if we believe it is genuine. Our fraud prevention measures may lead to the payment being delayed. This will not prevent you from later disputing you authorised the transaction.
- **21.3.** If we believe there is suspicious activity on your account, we may contact you by post, telephone (including mobile phone), email, mobile messaging or (if you are registered for Online Banking) secure e-message. We may leave a message to ask that you call us. If we ask you, you must contact us as soon as possible. In respect of payments made through TBS or Online Banking, if you do not reply to us, we will assume you have not authorised the transaction and it will not proceed.

# 22. Responsibilities

# 22.1. Making payments

- **22.1.1.** We will make payments based on the information we require you to provide us as set out in clause 3. If you provide us with incorrect information, we will not be responsible if the payment is not made, it is delayed or it is made incorrectly. If you ask us, we will make reasonable efforts to recover an incorrect payment.
- **22.1.2.** If you provide us with extra information to that specified by us as required, we will only be responsible for making the payment based on the information we have told you we require.
- **22.1.3.** It is the Recipient's bank's responsibility to make sure a payment we have sent to them is added to the bank account of the Recipient. Some Recipient banks will only use the BIC address, sort code or national bank code and the account number or IBAN when doing this.
- **22.1.4.** If you have instructed us to make a payment, we are responsible for it being made correctly unless we can prove to you, or the Recipient's bank (as appropriate), that the payment was received by the Recipient's bank within the timescales for executing payments set out in clauses 15.2 and 16 to 18. Where we can prove this, the Recipient's bank will be responsible to the Recipient for making available the payment and crediting the Recipient's account as appropriate.
- **22.1.5.** If a payment has been made incorrectly and we fail to prove the payment you authorised was received by the Recipient's bank as required by clause 22.1.4, we will, without undue delay, refund your account with either:
- the payment; or
- in the case of an overpayment, any excess amount incorrectly deducted so you do not incur any loss,

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

**22.1.6.** If you ask us, we will make immediate efforts to trace a payment and will tell you the outcome.

# 22.2. Unauthorised transactions

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

# 22.3. Liability for unauthorised transactions

- **22.3.1.** Subject to clauses 22.3.2 to 22.3.4 and 22.4, we will be responsible for any unauthorised transactions that you tell us about in accordance with clause 22.2 (if, on reasonable grounds, we suspect fraud or that you have been grossly negligent, we will investigate the transaction). Where we are responsible, we will immediately refund the amount of the unauthorised transaction and any resulting interest and charges. We will have no further liability to you. If we later become aware of evidence that shows we are not responsible for the transaction, we will recover an amount equal to the refund from your account.
- **22.3.2.** You will be responsible for all losses if you act fraudulently or if you allowed another person to use your card, security details (including PINs, security numbers, passwords, fingerprint logins or other details which allow you to use Online Banking, TBS and/or the HSBC Mobile Banking App) or your Account.
- you intentionally or with gross negligence failing to use your card in accordance with the HSBC Personal
  Banking Terms and Conditions or TBS, Online Banking and/or the HSBC Mobile Banking App in accordance
  with the Terms (including keeping safe your card, PIN or any other security or personalised details, and not
  allowing another person to register their fingerprints on any device used to access Online Banking and/or
  the HSBC Mobile Banking App); or
- you intentionally or with gross negligence failing to notify us in accordance with clause 8.3 of the loss or theft of any card, PIN, or other security or personalised details.

# 22.4. Abnormal and unforeseen circumstances

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

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

# 22.5. Payments into your account

- **22.5.1.** We will only process payments into your account using the BIC address, sort code or national bank code and the account number or IBAN provided.
- **22.5.2.** We can only accept responsibility for payments into your account after we have received and checked them.
- **22.5.3.** If you pay two or more items into your account using a paying-in slip you must take care to add these up correctly on the paying-in slip. If, when we process the payments-in, we notice that the total amount of the items is added up incorrectly on the paying-in slip and the difference is over £1, we will add the correct amount to your account. We will tell you we have done this. If the difference is £1 or less we may not carry out the correction or tell you.
- **22.5.4.** If a payment is fraudulently or mistakenly paid into your account, the amount of the payment may subsequently be deducted. This may happen even if the funds are included in the balance of your account, you have used them to make a payment, have transferred or withdrawn all or part of them.

# 22.6. Suspension of TBS, Online Banking or the HSBC Mobile Banking App

**22.6.1.** We may, at any time, suspend your use of TBS, Online Banking or the HSBC Mobile Banking App if we have reasonable grounds which relate to the security of or the suspected unauthorised or fraudulent use of TBS, Online Banking or the HSBC Mobile Banking App.

- 22.6.2. We will normally give you advance notice (in writing, by phone or in branch) if we are going to suspend your use of your TBS, Online Banking or the HSBC Mobile Banking App. We will tell you why we are taking this action but we will not give you notice or details of the reason for the suspension if this would compromise our reasonable security measures or if it is unlawful to do so. We may occasionally suspend your use of your TBS or Online Banking without notifying you where we have been unable to contact you in advance. We may also suspend your use of your TBS, Online Banking or the HSBC Mobile Banking App due to national or European legal obligations that apply to us.
- **22.6.3** You can ask us to lift any suspension of your use of your TBS, Online Banking or the HSBC Mobile Banking App by calling us.

# 23. Changing the Terms – general information

- 23.1. We may change interest rates and other Terms in accordance with this clause 23 and clauses 24 to 28.
- **23.2.** For products or services that you have which have particular terms that are fixed, please see the Additional Conditions for information on the circumstances in which we may make changes to those terms. If there is a conflict between this clause 23 or clauses 24 to 28 and those Additional Conditions, the Additional Conditions will apply.
- **23.3.** When we tell you about a change personally, we may do this by post, email, secure e-message, a message on your statement, or in any other way that will be sent to you individually.
- **23.4** Information about our current interest rates is available on our website, by telephoning is and by asking a member of staff at any of our branches. When we change the interest rates on your account, we will update this information within three working days. The old rates will also be available to help you compares rates. We will update information to help you compare, including our price lists (if applicable), as soon as reasonably possible.

# 24. Changing interest rates that apply to money you have with us in your account

24.1. If the interest rate credit is based on a reference rate (for example the Bank of England base rate):

- we will change the interest rate within one day of any change to the reference rate. The new rate will be shown on your next statement; and/or
- we may change the amount by which the interest rate is set above or below the reference rate and/or provide that it will no longer be based on the reference rate by providing you with at least two months' advance notice.
- 24.2. If the credit interest rate is not based on a reference rate we may change it in the following ways:
- if the change is favourable to you, either by, within 31 days of the change, telling you about it personally or by, within three working days of the change, putting notices in the national press and on our Rates and Charges Notices in our branches; and
- if the change is not favourable to you, by telling you about it personally at least two months in advance of making the change.

# 25. Other changes to the Terms and benefits

- **25.1.** We may make changes to any charges in the price list, including introducing new charges and making changes to the basis on which we charge for operating/providing product(s)/service(s), by giving you at least two months' advance personal notice.
- **25.2.** We may make any other changes to the Terms, including introducing new charges and making changes to the basis on which we charge for operating/providing product(s)/service(s), by giving you at least two months' advance personal notice.

# 26. Reasons for making changes

We may make any change to the Terms under clauses 23 to 25 for all or any of the reasons set out in this clause 26 that apply.

• If the change is favourable to you.

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

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

# 27. Other reasons for making changes to the Terms

We may also make a change to the Terms under clauses 23 to 25 for any other valid reason that applies and that is not described in clause 26. We will always give you personal notice of any such change and notify you that the change has been made under this clause 27.

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

- **28.1.** When we give you advance notice of a change we intend to make in accordance with clauses 23 to 25, before the change takes effect you may end this contract and close your account in accordance with clause 29. There will be no charge for this. If you do not tell us that you want to end this contract, and if we do not hear from you as described in clause 28.2 before the date each change is to take effect, then you will be deemed to have accepted the change and it will take effect automatically.
- **28.2.** If you do not accept a change made under clauses 23 to 27, then you must tell us before the change takes effect and we will treat this as notice from you to end this contract and close your account immediately in accordance with clause 29. There will be no charge for this.

# 29. Ending this contract and closing your account

- **29.1.** You can end this contract and close your account with us at any time, by writing or telephoning us, by going into your local branch or via Online Banking (you can only use Online Banking if you have two or more accounts with us (including any First Direct accounts) and the balance on your account is being transferred to another account with us). There is no charge for this.
- **29.2.** In relation to joint accounts, any of you may request closure. We will usually accept instructions from any of you for the redirection of balances but it may sometimes be necessary to obtain authorisation from all of you, eg, if we are aware of a dispute between you (see clause 19.4).

- 29.3. For Own Accounts, when you reach 11 years old we will automatically convert your Young Savers account to a MySavings account and we will also open a MyAccount (our youth current account) for you. The MySavings account and MyAccount come as a package for 11-17 year olds and so you must have both accounts. We will write to you at least two months before you are 11 giving you all the details of your new accounts. We will also write to your parents/legal guardians who live at your postal address informing them that we will shortly be converting your Young Savers account and opening a new MyAccount for you and we will provide them with information about this. If you or any of your parents/legal guardians do not want you to have a MyAccount and MySavings account, you can ask us not to convert your Young Savers account to a MySavings account and not to open a MyAccount and we will repay any credit balance to you and close your Young Savers account immediately. There will be no charge for this.
- **29.4.** For Beneficiary Accounts, we will write to you when the child who benefits from the account reaches the age of 11 offering you the option to transfer the account to our My Savings account and to open a MyAccount (both of these accounts will be in the child's name), or alternatively to transfer the Young Savers account to a Future Saver for Children Account (this will be in your name). The Young Savers account will only be transferred if we receive your (or all of your, if it is a joint account) consent.
- **29.5.** We can end this contract with you and close your account immediately in the following situations:
- **29.5.1.** if you have seriously or persistently broken any of the Terms, including where:
- you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally; or
- your account is, or we reasonably suspect your account is, being used for an illegal purpose; or
- you are, or we reasonably suspect you may be, acting fraudulently; or
- your behaviour is improper, for example you act in a threatening or violent manner towards staff, which makes it inappropriate for us to maintain your account; or
- you were not entitled to open your account or take out your service; or
- we have demanded that you repay an overdrawn balance on your account to us and you fail to do so; or
- you have not provided us with adequate information required under clause 31.3; or
- 29.5.2. if we reasonably consider that by continuing the contract:
- we may break a law, regulation, code, court order or other duty; or
- we, or another HSBC Group company, may be exposed to action or censure from any government, regulator or law enforcement agency.
- 29.6. We will give you notice in writing immediately after your account has been closed under clause 29.5.
- **29.7.** We may end this contract and close your account for any other reason by giving you at least two months' written notice.
- 29.8. You must repay any money owed to us before we close your account.
- 29.9. When we close your account we will repay any credit balance to you.
- **29.10.** In the event of the death of a sole account holder, we may require a Grant of Probate (in Scotland "Confirmation") or Letter of Administration issued by the authorities where your account is based (including in the Channel Islands or the Isle of Man) before releasing any monies in your account to your personal representatives.

# 30. General

# 30.1. Cancellation of your account

**30.1.1.** For 14 days after we open your account, you have the right to cancel your contract with us by closing your account. We will give you all your money back together with any interest it has earned. If you want us to we will help you switch accounts.

**30.1.2.** For applications by telephone, the 14 day period will start from the date after you receive the Terms in the post, by email or secure e-message. You can tell us you want to close your account by:

- calling us on the applicable number set out in the table before clause 1 of these Young Saver Terms or writing to us at the above address;
- telling your branch in writing, by phone or in person; or
- using Online Banking.

# 30.2. Borrowing on your account

You must not borrow from us on your Young Savers account.

# 30.3. Sharing information with your parents/legal guardians

For Own Accounts we may when we wish, disclose information about your accounts to any of your parents or legal guardians. If any of your parents or legal guardians asks us about your account in writing or at one of our branches, we may also provide them with such information as we consider reasonable to enable them to be satisfied that the account has been operated in your best interests. We will write to your parents or legal guardians who live at your postal address to confirm we have opened a Young Savers account for you.

### 30.4. Credit Interest

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

# 30.5. Contacting you

- **30.5.1.** We may use any contact details you have provided to us, including your postal address, telephone number(s) (including your mobile telephone number) and email address to contact you for service or operational reasons. These include telling you about changes to the Terms, including interest rates, that apply to your account(s) and generally communicating with you about the day-to-day running of your account(s), products and services. If you are registered for Online Banking you agree that we may also contact you using our secure e-message service within Online Banking for these purposes. You must make sure that the contact details you provide are accurate and that you notify us promptly of any changes, including to your email address, telephone number(s) and postal address. Remember, communications may contain confidential information and if anyone else has access to your email inbox or mobile telephone messages for example, they may be able to see this. If you would prefer that we do not contact you for service or operational reasons by email, mobile message or secure e-message please let us know.
- **30.5.2.** Whilst we will try to use your preferred channels wherever possible, you may continue to receive important service messages via any of these channels, for example, when we need to contact you urgently.
- **30.5.3.** Where we hold alternative postal address(es) for you, we may send mail to your home address if it is returned from, or you do not respond to, mail sent to your correspondence address.
- **30.5.4.** We may record telephone numbers (including mobile telephone numbers) from which you contact us from time to time. In limited circumstances, we may use these telephone numbers to contact you if we are unable to contact you via telephone numbers you have provided to us.

# 30.6. Changing our banking hours and practice

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

# 30.7. Transferring your account

We may transfer you from your existing account(s) to other account(s) we believe are appropriate for you if your existing account(s) are no longer going to be sold by us, or if we introduce new eligibility criteria or change any existing eligibility criteria for such account(s) and you do not meet this. We will give you at least two months' notice of this. You can close your account within 60 days of it being converted without any charge being applied.

# 30.8. Transferring rights and obligations

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

# 30.9. Not enforcing the Terms

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

# 30.10. Your statutory rights

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

# 30.11. Governing law and language

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

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

# 30.12. Inactive accounts

We will treat your account as dormant (ie, we suspend it) if it has been inactive for at least two years.

# 31. Your Information

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

- · we are legally required to disclose;
- we have a public duty to disclose;
- our, or a third party's, legitimate business purposes require disclosure;
- the disclosure is made with your consent; or
- it is disclosed as set out in this clause 31.

# 31.1. Collection of customer information

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

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

# 31.2. Use of customer information

We will process, transfer and disclose Customer Information to:

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

# 31.3. Sharing customer information

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

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

For example, regulations based on the Common Reporting Standard require us to report certain information about you (and/or about certain Connected Persons) to the tax authorities in the country in which your account is maintained (eg, HM Revenue & Customs in the UK), which may transfer that information to tax authorities in countries where you or a Connected Person may be tax resident pursuant to international agreements to exchange financial account information.

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

# 31.4. Your responsibilities

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

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

# 31.5. What happens if you don't meet your responsibilities?

If you:

- do not promptly respond to our requests for Customer Information; or
- do not agree that we can disclose, transfer or process Customer Information in accordance with this clause Your Information (other than for marketing or market research purposes); or
- if a member of the HSBC Group suspects Financial Crime,

then we may:

- (i) be unable to provide all or part of the Services to you and can end our entire relationship with you;
- (ii) take necessary steps for any member of the HSBC Group to meet the Compliance Obligations; and/or
- (iii) block or close your account(s).

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

# 31.6. Accessing your information

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

# 31.7. Actions we take to prevent financial crime

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

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

# 31.8. Credit reference and fraud prevention agencies

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

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

# 31.9. Information we may store on your computer

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

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

• to ensure that marketing information displayed to you when you use HSBC Group websites is more likely to be relevant and of interest to you.

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

# 31.10. Other ways we can use your information

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

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

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

This clause 31 will continue to apply even if this agreement is ended by you or us.

# **General Information**

HSBC Bank plc is covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors are covered by the scheme.

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

First direct and HSBC are both trading names of HSBC Bank plc and customers who hold deposits under both trading names will only be eligible for one claim of up to the FSCS deposit limit in total.

For further information about the scheme (including the current limits, amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website www.fscs.org.uk or call the FSCS on 020 7741 4100 or 0800 678 1100. Please note only compensation related queries should be directed to the FSCS.

For all other enquiries on your account please contact HSBC using the telephone numbers before Section 1 of the Young Saver Terms.

HSBC Bank plc is incorporated in England and Wales and is established at 8 Canada Square, London E14 5HQ which is its registered office. HSBC Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Our firm's reference number is 114216. HSBC Bank plc's registered VAT number is GB365684514 and its company register number is 14259.

Deposits made with our branches in the Channel Islands and the Isle of Man are not protected by the rules made under the UK's Financial Services and Markets Act 2000 for the protection of retail clients, including the UK Financial Services Compensation Scheme and the Financial Ombudsman Service. In Jersey, HSBC Bank plc is a participant in the Jersey Bank Depositor Compensation Scheme. The scheme offers protection for eligible deposits of up to £50,000. The maximum total amount of compensation is capped at £100,000,000 in any five-year period. Full details of the scheme and banking groups covered are available on the States of Jersey website www.gov.je/dcs or on request. In Guernsey, HSBC Bank plc is a participant in the Guernsey Banking Deposit Compensation Scheme established by The Banking Deposit Compensation Scheme (Bailiwick of Guernsey) Ordinance, 2008. Deposits made with our branches in the Isle of Man are protected by the Isle of Man Compensation of Depositors Regulations 2010. Full details are available on request.

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

# How to complain

# Accounts held in the Channel Islands

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

Channel Islands Financial Ombudsman (CIFO)

PO Box 114Jersey, Channel Islands JE4 9QG

Tel: 01534 748610 (Jersey office)

Tel: 01481 722218 (Guernsey office)

Email: enquiries@ci-fo.org
Website: www.ci-fo.org

# Accounts held in the Isle of Man

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

The Financial Services Ombudsman Scheme for the Isle of Man (FSOS) Government Buildings,

Lord Street Douglas, Isle of Man IM1 1LE

Tel: 01624 686500

Email: ombudsman@iomoft.gov.im
Website: www.gov.im/oft/ombudsman

# Customers with disabilities

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

A textphone service is also available for customers with hearing and/or speech impairments. If you use your own textphone you can call us on 03457 125 563 (+44 207 088 2077 from overseas).

# ciiom.hsbc.com

# Issued by HSBC Bank plc

HSBC Bank plc, Customer Information, PO Box 6201, Coventry CV3 9HW