

Personal
Banking Terms
and Conditions



The world's local bank

Contents

<i>Section</i>	<i>Page</i>
1 General terms	5
Terms and Conditions changes	5
Your Information	5
Third Party Mandate	7
Important Security Information	7
Tax on credit interest	9
Miscellaneous	10
2 Current and savings accounts	12
Opening an account	14
Operating your account	14
Paying into your account	16
Payments from your account	18
Clearing credits and cheques	21
Bank charges	24
Borrowing from us	25
Responsibility for borrowing	26
Cards	26
Telephone banking	31
Interest (not applicable to all accounts)	33
Closing your account	35
Regular Saver	36
Amanah Bank Account	39
One Europe, US Dollar and World Currency packages	39
HSBC Premier, Meridian, Bank Account Plus, Graduate Plus, Right Track into Work, Right Track into Study, Gap Year, Student/ International Student and Graduate Service	39
3 High Interest Deposit Bonds	41
4 Money Market accounts	43
All deposits	43
Notice and Call deposits	44
Fixed deposits	45

Disabled customers

We offer many services for our disabled customers. For more information call us on 08457 404 404 (textphone 1800 108457 125 563). Lines are open 8am to 10pm every day (excluding Christmas Day, Boxing Day and New Year's Day) in the UK or 08456 006 161 (textphone 1800 108457 125 563) in the Channel Islands and Isle of Man. To help us continually improve our service and in the interests of security we may monitor and/or record your telephone calls with us.

Personal Banking

Terms and Conditions

Please read and keep your Personal Banking Terms and Conditions (Terms) in a safe place. In these Terms “we”, “us” and “our” refer to HSBC Bank plc and “HSBC Group” means HSBC Holdings plc, its subsidiaries, associated and affiliated companies. Our branches means branches of HSBC Bank plc in the United Kingdom, Channel Islands and the Isle of Man.

The Terms are a contract between you and us and apply to our main accounts. These accounts/services should not be used for business purposes. No one else apart from you will have any rights or be able to enforce these Terms. In these Terms, working days means Monday to Friday, except public holidays.

We can refuse to accept your money or your application to open an account or High Interest Deposit Bond (HIDB) with us, or renew a Money Market deposit.

Channel Island and Isle of Man Customers only

In this booklet, references to the Channel Islands mean Jersey and Guernsey (including Alderney and Sark). Our Telephone Banking Service is presently only available to some Channel Islands and Isle of Man customers. If customers who are not presently able to use our Telephone Banking Service are invited by us to do so, the terms and conditions in section 2, clause 10 will apply when they register a security number with us or use our Telephone Banking Service. Our Amanah Bank Account and our Morrisons Bonus Savings Account are not presently available to customers in the Channel Islands and Isle of Man.

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

Section 1

5.7 - European Savings Directive & credit interest

6.10 - Governing Law

Section 2

2.2.2 - Summary statements

4.8 - Bankruptcy order

9.8 - Basic Bank Accounts

12.1 - Closing your account

12.5 - Probate

Page 47 - Depositors Compensation Scheme & How to complain

Where we ask you to telephone us, please ring 08457 404 404 (textphone 1800 108457 125 563) for UK accounts. Lines are open 8am to 10pm every day (excluding Christmas Day, Boxing Day and New Year’s Day). 08456 006 161 for Channel Islands or Isle of Man accounts. Lines are open 8am to 10pm every day (excluding Christmas Day, Boxing Day and New Year’s Day). 08457 70 70 70 (textphone 18001 08457 125 563) for HSBC Premier customers. Lines are open 24 hours a day every day. To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us.

Section 1 – General Terms

This section contains general terms and conditions which apply to all our personal customer products and services covered in sections 2 to 4.

1. Terms and Conditions changes

We may amend any of the Terms, and will tell you about changes on our Rates and Charges Notice in our branches or in the national press or personally, which includes telling you by post, statement message, email or secure e-message.

We will only use secure e-messaging to tell you about changes if you are a regular user of internet banking (by which we typically mean you use it at least once every 30 days) or if you have agreed we may.

If the change is to your disadvantage, we will tell you about it personally at least 30 days in advance. You may, at any time up to 60 days from the date we tell you of the change, switch your account or close it. You will not have to pay any additional charges or interest for doing this during this period. We may make any other change immediately and tell you about it within 30 days.

Fixed term deposits i.e. Fixed money market deposits, Foreign Currency Fixed Deposit Accounts and HIBDs, made before the date of change will not be affected by any disadvantageous change. If you make any deposit with us on or after the date of change, you will be taken to have accepted the changed terms and conditions.

2. Your Information

This section explains how we will use your data once you have applied for any of the products and services covered in this booklet together with any other products or services where we tell you this section will apply.

2.1 Confidentiality

Information we hold about you will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- we are legally required to disclose, or
- we have a public duty to disclose, or
- our interests require disclosure, or
- the disclosure is made with your consent, or
- set out in the terms below.

2.2 Credit Reference Agencies

2.2.1 We may share information with credit reference agencies (CRAs) to verify your identity and suitability for an account, using information from the Electoral Register and other public sources. If you apply for a current account or credit, we may use details of your credit history to assess your ability to meet your financial commitments.

2.2.2 If your application is for a current account or credit, the CRAs will record details which will form part of your credit history whether or not you proceed with your application and if you make several applications within a short period of time, this may temporarily affect your ability to obtain credit.

2.2.3 Where you have agreed in an application, we may share details of how you manage any current accounts or borrowing from us with CRAs.

- 2.2.4 If we make demand for repayment following any default by you and you fail to repay the sum due in full or to make (and adhere to) acceptable proposals for repayment within 28 days, then, provided there is no genuine dispute about the amount owed, we may register the default with the CRAs. The registration of a default notice may affect your ability to obtain further credit.
- 2.2.5 If you make a joint application for a current account or credit, an 'association' linking your financial records with those of your fellow applicant(s) will be created by the CRAs. The credit history of your 'associates' may be taken into consideration in any future application for credit. The 'association' will continue to link your credit histories unless and until you successfully file a 'notice of disassociation' with the CRAs.
- 2.2.6 Please refer to clause 2.6.2 for more information regarding CRAs and credit scoring.

2.3 **Crime Prevention and Debt Recovery**

- 2.3.1 To prevent crime, to verify your identity and to recover debt, we may exchange information (both within the UK and, where appropriate, overseas) with other members of the HSBC Group, and, where appropriate, with fraud prevention and debt recovery agencies and other organisations including other lenders.
- 2.3.2 If you give us false or inaccurate information and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Please refer to clause 2.6.2 for further details explaining how the information held by fraud prevention agencies may be used.

2.4 **Data Sharing**

- 2.4.1 The HSBC Group may record, exchange, analyse and use relevant information about you and your relationships with the HSBC Group (including the nature of your transactions) for credit assessment, customer service, market research, insurance and administrative purposes. This may include information provided by you, or someone acting on your behalf.
- 2.4.2 Relevant information may also be exchanged with members of the HSBC Group and others for audit purposes and if required by appropriate governmental and non-governmental regulators or ombudsmen.
- 2.4.3 We may use other HSBC Group companies and/or third parties to process information and provide services on our behalf. Whether it is processed in the UK or overseas, your information will be protected, in accordance with data protection legislation, by a strict code of secrecy and security which all members of the HSBC Group, their staff and any third parties are subject to and will only be used in accordance with our instructions.

2.5 **Information about Products and Services**

- 2.5.1 With your permission, the HSBC Group may exchange, analyse and use relevant information about you and your relationships with the HSBC Group, (including the nature of your transactions) to give you information (including promotions) about products and services (including mortgages), available from HSBC Group companies and those of selected third parties which may interest you by telephone,

post, e-mail, secure e-messaging, mobile messaging services and other means.

If you do not want us to contact you about such products and services, please let us know.

2.6 Miscellaneous

- 2.6.1 Under data protection legislation, you can make a written request for a copy of certain personal records we hold about you. The current fee is £10.00 per request from each individual.
- 2.6.2 A leaflet called Credit Scoring, Credit Reference and Fraud Prevention Agencies which explains in more detail how information held by CRAs and fraud prevention agencies is used is available on our website www.hsbc.co.uk or can be requested from branches or by phoning 0800 587 7008 (textphone 18001 0800 028 3516). Lines are open 9am to 5pm Monday to Friday. Please call this number if you require details of the credit reference and fraud prevention agencies we use.
- 2.6.3 To ensure that we carry out your instructions accurately, to help us to continually improve our service and in the interests of security, we may monitor and/or record your telephone calls with us. Any recordings remain our sole property.
- 2.6.4 We will obtain your written consent before providing a banker's reference about you. However, if we receive a request from another financial services institution to verify your identity for money laundering prevention purposes, we will provide this information.

3. Third party mandate

You can authorise another person to operate your account(s). You will need to sign a third party mandate in respect of those account(s). On joint accounts, all of you must sign. You can also do this by signing a Power of Attorney but you should take legal advice before doing so. If you authorise another person to operate your account then you will be responsible for their actions or omissions as if they were your own.

4. Important Security Information

- 4.1 You must take all reasonable precautions to prevent fraudulent use of any cards and security details (including PINs, security numbers, passwords or other details including those which allow you to use Internet and Telephone Banking).

These include but are not limited to:

- signing each card as soon as you receive it if it bears a signature strip; and
- keeping your debit card apart from your cheques; and
- keeping your cards and security details safe; and
- not allowing anyone else to have or use your cards or security details; and
- not disclosing the card numbers and security details except when using the cards to make payments, or when registering or resetting your Telephone Banking security number or Internet Banking security details. Do not disclose more than 2 digits of your Telephone Banking security number when you telephone us; and
- complying with clause 9.5.3 for using debit cards to make payments through the Internet; and

- not tampering with the card; and
- destroying the PIN advice immediately after receipt; and
- never writing your PIN on your card or any other item normally kept near your card; and
- never writing your security details in a way that can be understood by someone else; and
- not choosing security details to make them more memorable to you such as sequences of letters or numbers that may be easy to guess; and
- taking care to ensure that no one hears or sees your security details when you use them; and
- not disclosing your PIN for mail order payments or when paying for goods and services over the telephone or through the Internet; and
- keeping card receipts and other information about your account containing personal details (such as statements) safe and getting rid of them safely. People who commit fraud use many methods such as “bin raiding” to get hold of this type of information. You should take simple precautions such as shredding paper containing such information; and
- complying with all reasonable instructions we issue regarding keeping your card and security details safe.

4.2 If your cards or security details are lost or stolen, or you suspect that someone has used or tried to use them please tell us as soon as you can by calling:

- Cards & PINs 08456 007 010 (lines are open 24 hours) or, from abroad +44 1442 422 929, (textphone 1800 108457 125 563 or, from abroad +44 1792 494 394)
- Telephone Banking Security Number 08457 404 404 (textphone 1800 108457 125 563) Lines are open 8am to 10pm everyday (except Christmas Day, Boxing Day and New Year’s Day)
- 08456 006 161 for Channel Islands or Isle of Man accounts (lines are open 8am to 10pm everyday except Christmas Day, Boxing Day and New Year’s Day).
- 08457 70 70 70 (textphone 1800 108457 125 563) for HSBC Premier customers (lines are open 24 hours).

To help us continually improve our services and in the interests of security, we may monitor and/or record your telephone calls with us.

If asked you must confirm this in writing.

If you no longer require your card and/or any unused cheques then you must return them to us. Cards should be cut into at least 6 pieces.

4.3 We will ask you to co-operate with us and the police in relation to any investigation into the actual or suspected misuse of your card and/or accounts. You must report any unauthorised transactions to the police within 7 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.

4.4 If you find your card after having called us under clause 4.2, you must not use it again. You must cut it into at least six

pieces and return it to us immediately.

- 4.5 If you use an account aggregation service you may be liable for any fraud or mistakes that happen on your accounts as a result.

5. Tax on credit interest (not applicable to all accounts)

- 5.1 We will pay you interest after deduction of tax at the lower rate of income tax. If you are a higher rate tax payer you may have to pay higher rate income tax on your interest. Account holders (or beneficial owners) who are resident and ordinarily resident in the UK may receive interest gross, that is without deduction of tax, if they are eligible and an HSBC (substitute) form R85 can be completed, signed by the account holder (or by a parent or legal guardian if the beneficial owner is under 16) and returned to us.
- 5.2 For joint accounts, if all parties are not eligible to receive interest gross, we can pay the interest part gross and part net if we hold a valid form R85 for the party who is eligible, except for Foreign Currency Fixed Deposit Accounts, when we cannot pay the interest part gross and part net.
- 5.3 In the UK, if we pay interest with tax deducted in the current tax year before we process an R85, the tax will be refunded directly to the account from either the beginning of the tax year i.e., 6 April or when the last section 352 certificate of tax deducted was issued, whichever is the later.
- 5.4 If all persons for whose benefit the account is held are not ordinarily resident in the UK, they may receive their interest gross if they are eligible and an HSBC (substitute) form R105 can be completed, signed and returned to us. Any interest paid before we are able to process an R105 must be paid after deduction of tax at the applicable rate.
- 5.5 Where you divert interest payable on your account to another account either in your name or another person's name, then you will be taxed in respect of that interest according to your tax status registered against the account on which the interest is earned.
- 5.6 Interest will be paid gross on deposits in Money Market/Foreign Currency Fixed Deposit Accounts and High Interest Deposit Bonds of £50,000 or more which are fixed for less than five years, irrespective of your tax status and you will be responsible for the payment of any tax which may be due. **Please note that early withdrawal of or additions to such deposits are prohibited.**
- 5.7 In respect of accounts held at branches in Jersey, Guernsey and the Isle of Man only, all interest is paid gross except to residents of the European Union. In respect of residents of the European Union, from 01 July 2005, we will pay you interest that has arisen on or after 01 July 2005 on the following accounts after deduction of Retention Tax at the applicable rate if our records show that you are or have been resident in an EU member state:
- all credit interest bearing current accounts
 - all savings accounts
 - High Interest Deposit Bonds
 - Money Market Accounts
 - all deposits.

Please advise us in writing if you would prefer us to pay you interest on all of the above mentioned accounts that you may

have with us gross and report certain details about you, your account and interest that has accrued to the relevant tax authority in Jersey, Guernsey or the Isle of Man depending on where your account(s) are held. They in turn will pass this information to the tax authorities in the EU country where you reside.

If you have a joint account and only one of you resides in an EU member state then we will usually pay half of the interest gross and half of the interest after deduction of retention tax unless we advise you otherwise, as each individual account party has separate rights.

We will not pay interest subject to the deduction of Retention Tax if you provide us with a tax certificate drawn up in your name from the appropriate tax authority in the EU member state where you reside.

6. Miscellaneous

6.1 If any accounts you hold with us are in credit, we may use any of them to reduce or repay any amounts you owe on other accounts you hold with us anywhere in the same name (including any card accounts and any joint accounts) whether or not those accounts are in the same currency.

If we decide to do so:

- we will tell you why and when it has been done; and
- in doing so, we may (and you irrevocably authorise us to):
 - bring to an end any fixed deposit period applying to any of the accounts you hold with us and adjust any interest payable by the Bank;
 - convert to sterling at the prevailing market rate of exchange any balance that is in a currency other than sterling;

and in doing so we will have no liability to you.

Nothing in this clause will prevent us from exercising at any time any other right of set-off or of combination of accounts to reduce or repay any amounts you owe us.

6.2 We reserve the right to 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 change the eligibility criteria for such account(s).

6.3 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 eight weeks' notice (twelve weeks' notice if it is the last bank or building society branch within a 1 mile radius or 4 mile radius in a rural area).

We will tell you how we will continue to provide banking services to you.

6.4 We may use any contact details you have provided to us, including your postal address, telephone number(s) (including your mobile telephone number) to contact you for service related reasons. As such, you must ensure that the contact

details you provide are accurate and that you notify us promptly of any changes. Remember, communications may contain confidential information and if anyone else has access to them, for example to your email or mobile telephone, they may be able to view this. Where we hold alternative 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.

- 6.5 If we do not hold correct information we may make your account dormant to protect both you and us. If you ask us, we will tell you how you can reactivate your account or access your account balance.
- 6.6 We, or any other member of the HSBC Group, may take whatever action we consider appropriate to meet any obligations, either in the UK or elsewhere in the world, relating to the prevention of fraud, money laundering and terrorist activity and the provision of financial and other services to persons who may be subject to sanctions. This may include, but is not limited to, investigating and intercepting payments into and out of your account(s) (particularly in the case of international transfers of funds) and investigating the source of or intended recipient of funds. It may also include making enquiries to establish whether a person is subject to sanctions. Exceptionally, this may delay the carrying out of your instructions or the receipt of cleared funds but, where possible, we will advise you of the reasons for and likely length of any delay.
- 6.7 Neither we nor any other member of the HSBC Group shall be responsible to you or any third party for any loss incurred as a result of us or any other member of the HSBC Group taking the actions set out in clause 6.6 above. In addition, we shall not be responsible to you for any loss you may incur if we, or any of our agents or correspondents are prevented from or delayed in providing you with any banking or other services due to strikes, industrial action, failure of supplies or equipment or other causes beyond our reasonable control.
- 6.8 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. You may not transfer any of your rights or obligations in relation to your account or transfer or assign any account or deposit.
- 6.9 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.
- 6.10 For accounts held in the UK, these terms and conditions are governed by the laws of England and Wales as are our dealings with you up until the time your account is opened. For accounts held in the Channel Islands and Isle of Man, the local law of the island where your accounts are held will apply. Alderney and Sark are governed by the laws of the Bailiwick of Guernsey. You and we submit to the non-exclusive jurisdiction of the courts of England and Wales, or the Isle of Man, Jersey or Guernsey as appropriate. We are required by law to tell you that the terms and conditions are in English and we will communicate with you in English.

Section 2 – Current and savings accounts

This section applies to our current and savings accounts listed in the table below, including joint accounts and accounts which you are authorised by the account holder to operate. They apply if you have our Bank Account with an additional Service (please see clause 16). They also apply to our Deposit Accounts, Private Clients Savings Accounts, Home Management Accounts, Private Clients Current Accounts and Save and Borrow Accounts which are no longer on sale to new customers and to any other accounts that we specify. The services provided with each type of account are different so that only the relevant parts of the terms and conditions in this section apply to each of our current and savings accounts.

Type of Account	Min age*⁴	Cheque book
Basic Bank Account	16	No
Bank Account*¹	16	If we agree
Appointee Bank Account	18	No
International Personal Current Account/ Foreign Currency Current Account	18	Yes
Amanah Bank Account	16	Yes
Instant Access Savings Account	7	No
Regular Saver*⁶	16	No
Regular Saver2	16	No
Morrisons Bonus Savings Account*⁶	7	No
International Personal Instant Access	7	No
Savings Account /Foreign Currency Current Account		
High Interest Savings Account (for children)	7	No
HSBC Premier Savings Account	18	No
Flexible Saver	16	No

Foreign Currency Current Accounts and Foreign Currency Instant Access Savings accounts opened from 27th January 2006 have been renamed International Personal Current Accounts and International Personal Instant Access Savings Accounts respectively. All references in these terms to International Personal Current Account also apply to Foreign Currency Current Accounts. All references to International Personal Instant Access Savings Accounts in these terms also apply to Foreign Currency Instant Access Savings Accounts. Where these terms refer to “International Personal Accounts” this means Foreign Currency Current accounts, Foreign Currency Instant Access Savings Accounts, International Personal Current Accounts and International Personal Instant Access Savings Accounts, unless otherwise stated.

Types of Card	Standing orders & Direct Debits	Overdraft facility
self-service card or Solo* ⁵	Yes	No
Maestro or Solo* ⁵	Yes	If we agree* ²
self-service card or Solo* ⁵	Yes	No
None	No	If we agree* ²
Maestro or Solo* ⁵	Yes	No
Self-service* ³	No	No
None	No	No
None	No	No
Savings* ³	No	No
None	No	No
None	No	No
None	No	No
None	No	No
None	No	No

*¹ Also applies to Premier Bank Account, Bank Account Plus, Right Track Bank Account, Student Bank Account, Gap Year Bank Account and Graduate Bank Account please see clause 16 for more details

*² Customers aged 18 and over only.

*³ You can only apply for this card if aged 11, or over

*⁴ We may vary minimum age requirements

*⁵ Type of card at our discretion

*⁶ No longer on-sale

1. Opening an account

- 1.1 You can open an Instant Access Savings Account, a Morrisons Bonus Savings Account, a High Interest Savings Account (for children), or an International Personal Instant Access Savings Account for the benefit of a child under 7 if you are at least 18 years of age and you are their parent, legal guardian, relative or godparent. If you do not already hold an account with us and you want to open an Instant Access Savings Account, a Flexible Saver or a High Interest Savings Account (for children) with us we may require you to make a minimum deposit.
- 1.2 To have a HSBC Premier Savings Account you must already hold a Bank Account with HSBC Premier Service. If you cease to do so, we will convert your HSBC Premier Savings Account to a Flexible Saver account, or any account that replaces it in the future.
- 1.3 A minimum balance of US\$3,000 or other currency equivalent is required to open an International Personal Instant Access Savings Account. No account maintenance charges are payable if you maintain the minimum balance. We may recover our costs from you including charging negative interest on in accordance with clause 6.4.
- 1.4 To open an Appointee Bank Account you must be at least 18 years of age (or such other age as we may specify from time to time). You can only open and operate an Appointee Bank Account on behalf of a person who is mentally incapable. If you break any duty or obligation you owe to such person you will repay to us any losses we may suffer as a result. The balance on the account must not exceed £2,000; if it does, we may at our discretion freeze and/or close the account and/or transfer the balance to another of our accounts.

2. Operating your account

2.1 **Joint accounts**

- 2.1.1 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:
- pay all cheques and accept other instructions for payment (including those given to us using our Telephone Banking Service or Internet Banking Service), or to stop such payments, signed or given by any one of you, whether the account is in debit or credit, and
 - 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, including providing a loan, overdraft or other facility and opening further accounts in your joint names and, for such purposes, instructions may be in writing or any other form we accept and may be given by any means or through any media we accept and on such terms as we may tell you.
- 2.1.2 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 2.1.3 or cancelled by law.

- 2.1.3 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. If we do, any further transactions, including payments by standing order or Direct Debit, will need the authority of you all and the use of additional services such as Internet Banking may be suspended. We may also ask for the return of any unused cheques and cards. Until all the cards are returned, card transactions (including those carried out via self-service machines) will continue to be deducted from the joint account.
- 2.1.4 We may disclose to any of you any information we hold about the account(s).
- 2.1.5 Unless clause 2.1.3 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.
- 2.1.6 You agree that if any one of you registers for Internet Banking or any other banking service provided over an electronic channel which we may make available to you:
- we may provide Internet Banking or such other service in respect of your joint account even if not all of you have registered for Internet Banking or such other service; and
 - you will be bound by the Internet Banking terms and/or the terms of such other service (terms are available on request or at www.hsbc.co.uk); and
 - 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.

- 2.1.7 **Please also see the joint account provisions in clause 3.3 for paying in cheques, clause 8.2 for borrowing, clause 9.1.4 for using cards, clause 10 for using our Telephone Banking Service and clause 12 for closing accounts.**

2.2 Statements

- 2.2.1 Unless you choose to view statements for any of your accounts electronically and as a result not to receive paper statements or to receive them less frequently, we will send you statements for each account at least every three months or, if you have not used your account for at least 2 years, at least annually.
- 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. For a Regular Saver we will send you a statement on the first anniversary of the date it was opened.
- 2.2.2 Unless you ask us not to we may:
- include on your statement for your Bank Account or your Amanah Bank Account, a brief summary showing details of certain of your other accounts; and
 - send you twice a year a personal financial summary showing details of certain accounts and services provided to you by us and certain other members of the HSBC Group in the

United Kingdom. Not all accounts and services you have with the HSBC Group may be shown on your personal financial summary. This is not available to customers in the Channel Islands or Isle of Man or Basic Bank Account or Appointee Bank Account customers or Internet Banking customers.

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

2.3 **Transfers**

You may make transfers between certain of your accounts. We will normally deduct or add transfers from and to your account on the same day as we receive your instructions.

2.4 **Balance information**

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. It may not include the amount of any overdraft you have
- the available balance on your account. This includes the amount of cleared funds in your account together with the amount of any overdraft you have.

Please also refer to clauses 5 and 10.1.3.

Your account and the transactions passing through it may be affected by a Court Order, for example, a Bankruptcy Order, Freezing Order or Injunction Order. If so, the balance may change and transactions may not be processed or may be reversed.

3. Paying into your account

- 3.1 We accept cash, cheques and other items that are payable to you for payment into your account. A charge may be deducted from your account for payments into your account of foreign currency bank notes and certain other items. This includes payments in the currency of your Foreign Currency Accounts.
- 3.2 We can only accept responsibility for payments into your account after we have received and checked them. You must not send cash to us by post.
- 3.3 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.
- 3.4 If the total amount of the items being paid into your account is added up incorrectly on the paying-in slip (bank giro credit) and the difference is over £1, we will add the right amount to your account. We will tell you we have done this. If the difference is £1 or under, we will not carry out the correction or tell you.
- 3.5 If items are paid into your account on a working day, we will normally deal with them that day, so long as we receive them

before the cut-off time displayed in our branches. Items paid in later or on a non-working day, will be dealt with on the next working day. If you want to know when you will be able to withdraw items paid into Foreign Currency Current Accounts and our Foreign Currency Instant Access Savings Accounts you should ask us.

3.6 If you pay cash alone into your account over the counter at one of our branches, or we receive cash from you by personal delivery, we will normally deal with it that day. However, if you pay in a mixture of cash and cheques to your account on the same paying in slip, or if you pay in cash through a self-service machine, clause 3.5 applies.

3.7 If a cheque which is paid into your account is returned unpaid, the amount may be deducted from your account. We will tell you that this has been done. Depending on why the cheque was unpaid, we will either ask for payment again from the bank of the person who issued it, or return it to you. Different procedures apply to foreign cheques, see clause 3.10.1.

If a cheque paid into your account is returned unpaid, the amount of the cheque will be deducted from your account.

If you withdraw against a cheque which is later returned unpaid, and the deduction of the amount of the unpaid cheque from your account would either make your account go overdrawn or go over an existing overdraft limit, we will treat this as an informal request for an overdraft – please see clause 7.3 for further details.

3.8 If an electronic payment is fraudulently or mistakenly paid into your account, the amount of the payment may subsequently be deducted. This may happen even if you have used the funds to make a payment, transferred or withdrawn all or part of them. If the deduction of the electronic payment from your account would either make your account go overdrawn or go over an existing overdraft limit, we will treat this as an informal request for an overdraft – please see clause 7.3 for further details.

3.9 If you want to pay in cash or a cheque of one currency into an account in another currency we will convert the amount at our applicable rate of exchange. We will tell you the exchange rate and any fees we charge.

3.10 **Foreign cheques**

3.10.1 By 'foreign cheques' we mean cheques drawn in a foreign currency other than in euros (whether on a bank in the UK, Channel Islands, the Isle of Man or abroad) or cheques drawn in sterling or in euros on a bank abroad. This also includes other forms of foreign payment.

3.10.2 We may agree to negotiate a foreign cheque although we are not obliged to do so. This means that we will add to your account immediately the full amount or the converted amount. If it is returned unpaid, we will have 'recourse' against you (and anyone who has signed or endorsed it) and we can deduct from your account either the amount we added or, if we converted the cheque into another currency, the amount reconverted at the exchange rate applicable on the date we make the deduction.

- 3.10.3 For details of how we deal with interest following negotiation of a foreign cheque, please ask us.
- 3.10.4 For a foreign cheque negotiation, we will deduct our fees when you pay it in. If it is returned we will deduct a further fee. Agents' fees may be payable whether the cheque is paid or not.
- 3.10.5 We may decide or agree to send a foreign cheque for collection. We will either:
- send it directly to the bank on which it is drawn and credit your account once we have received payment; or
 - pass it through the clearance system in the country where it needs to be presented for payment. We may appoint an agent in that country (which may be an HSBC Group company) to do this for us. We will credit your account with the amount of the foreign cheque (subject to clauses 3.9 and 3.10.9) when we or our agents have received the funds and are satisfied that they can be credited to your account. This may involve us or our agents waiting after receiving funds from the bank upon which the foreign cheque is drawn to be certain that it has been cleared and has not been returned before we credit your account.
- 3.10.6 If exchange restrictions or some other cause result in us receiving payment in a currency different from that of the cheque, we will not be responsible for any loss in exchanging the proceeds into the currency of your account.
- 3.10.7 The Uniform Rules for Collections, as published by the International Chamber of Commerce apply to any negotiation or collection of foreign cheques or other forms of foreign payment.
- 3.10.8 You must sign the back of any foreign cheques you pay into your account. Your signature should be in the same form as your name on the front of the cheque.
- 3.10.9 For a foreign cheque collection we will deduct a fee from the proceeds when we receive them or, if it is not paid, we will charge a fee when we receive the unpaid cheque. Our fees will include any charges made by our agents and/or the bank on which the cheque is drawn.

4. Payments from your account

- 4.1 We will make payments from your account if:
- you authorise them in any of the ways set out in these Terms, but we may decline to make a payment if the amount exceeds any limit we set for monitoring or fraud prevention purposes; and
 - there are cleared funds in your account or they are covered by an overdraft that we have agreed following a formal or informal request from you, made in one of the ways described in clause 7.3. We may consider any other payments we have made or agreed to make from your account, or which have already been authorised, such as card transactions. This will be regardless of whether or not these transactions have already been deducted from your account.

- 4.2 If we receive:
- any cheque drawn by you (including any cheque guaranteed by an appropriate card (see clause 9.7) that we may be bound to honour); or
 - any debit card transaction on your account; or
 - any other payment or withdrawal instruction or request made by you (or by anyone with your authority) to us in any way;

that would, if honoured by us, either make your account go overdrawn or go over an existing overdraft limit, we will treat this as an informal request from you for an overdraft – please see clause 7.3 for further details.

- 4.3 There may be a delay in us carrying out your instructions while monitoring and/or fraud prevention checks take place.
- 4.4 There is important information about the security of your cheque book and writing cheques inside the front cover of your cheque book. This information forms part of these Terms and Conditions.
- 4.5 When you instruct us to make an immediate payment we will do this as soon as we can. You can instruct us to stop or cancel a payment as long as:
- the amount has not been taken out of your account; and
 - we have not told the person to whom it is payable or their bank that it will be paid; and
 - for a cheque, it has not been guaranteed by your cheque guarantee card.
 - for payment instructions given to us in advance, including standing order and Direct Debit, you ask us no later than the day before the payment is due
 - it is not a cash or a card payment.

To cancel a Direct Debit, or other regular payment, you should also tell the party that collects the payment from your account.

- 4.6 Only write cheques in the currency of your account.
- 4.7 If you make payments in a currency other than the currency of your account, it might not be possible to convert the amount and complete the transaction on the day of your instructions. We will use the exchange rate applicable on the day of conversion. If the transaction is conditional on the exchange rate for conversion or on the date of completion you must tell us when giving us your instructions.
- 4.8 For accounts held in the UK only. In the event that a petition for a bankruptcy order is presented against you then you agree that we may:
- refuse to act on any instructions given by you or anyone else to make any payment(s) out of your account unless you have previously obtained an appropriate order from the Court, or
 - set up a separate account(s) in your name to which any of your future payments in will be credited. In the Channel Islands and the Isle of Man, local legislation will apply.

- 4.9 We will normally deduct cash withdrawals made over the counter at one of our branches from your account on the same day. For Foreign Currency Accounts, this may be the next working day. A charge may be taken from your account for foreign currency banknotes withdrawn from your Foreign Currency Accounts.
- 4.10 **Cheques**
- 4.10.1 When writing a cheque:
- you must take all reasonable precautions to prevent anyone else altering it or making a forgery;
 - which you then post, clearly write the name of the person you are paying the cheque to and also put extra information about them on the front of the cheque. For example, Inland Revenue, account J Jones or AAA Bank, account J Jones;
 - you must not write a future date on it as it may not prevent the payee from paying it into their bank before that date.
- 4.10.2 If your cheque book or cheques are lost or stolen, or if you think that someone has signed one of your cheques without your permission, you must telephone us immediately.
- 4.10.3 If we receive for payment one of your cheques that is more than six months old, we may, but do not have to, pay it.
- 4.10.4 We will keep original cheques paid from your account or copies for at least six years unless we have already returned these to you. Subject to this, if there is a dispute about a cheque paid from your account, we will give you the cheque or a copy as evidence
- 4.11 **Electronic Payments**
- 4.11.1 You can instruct us to make payments from your account by Electronic Fund Transfer, Worldpay or Priority Payment.
- 4.11.2 You must provide us with:
- the correct details of the receiving bank, including the bank's SWIFT BIC address, sorting code or national bank code; and
 - the beneficiary's bank account number, or IBAN if paying euro to a bank in the EU/EEA; and
 - the name and address of the beneficiary to whom the payment is made; and
 - your own account number, name and address. This is a legal requirement and these details will be passed to the beneficiary's banker.
- We do not accept liability for any loss or delay caused by any misdescription by you of any details.
- 4.11.3 Electronic Fund Transfers:
- will be made in sterling
 - will normally be credited to the beneficiary on the same day that we process the payment.
- 4.11.4 Worldpay payments:
- will be made in the currency of the country/territory to which the payment is being made.
 - The exchange rate used will be that applicable on the day you give us the instruction.

- will normally be credited to the beneficiary within six working days from the day we process the payment.

4.11.5 Priority Payments:

- may be made for any amount in any freely traded currency
- where possible, will be sent in the payment in the currency of the destination country, unless you have indicated otherwise on the application form
- will normally be received within 3 to 4 business days
- business day means the day when banks are open for business both in London and the financial centre of the currency being sent.

4.11.6 All banks apply different cut-off times for the processing of payments in foreign currencies.

4.11.7 A charge will be debited to your account when you give your instructions, as will any additional expenses we incur in making the payment.

4.11.8 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.

4.11.9 You cannot normally cancel a payment after we have accepted your instruction. Any refund of the amount retrieved will be made net of any incidental expenses.

4.11.10 If a payment is returned to us we will convert the amount at the exchange rate applicable at that date and credit it to your account.

5. Clearing credits and cheques

The 'central clearing cycle' (normally 3 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 sterling cash and cheques drawn in sterling or in euros (other than those drawn on banks abroad) paid into branches of English or Scottish banks in England, Scotland, Wales, the Channel Islands and the Isle of Man and automated payments i.e. standing orders and bill payments, made via our Telephone Banking Service and our Internet Banking Service within the UK. For foreign cheques (as defined in 3.10.1), refer to 3.10. Payments may take longer through some financial institutions.

5.1 Cheques you issue

When you issue a cheque on your account, the amount will normally be deducted from your account two working days after the recipient pays it into their account, e.g. the amount of a cheque paid in on a Monday will normally be deducted from your account on that Wednesday. More time may be needed for a cheque paid into a building society account or any bank outside England or Wales or any account held at a non-clearing bank.

However:

- if a cheque you issue is paid in at the counter of your branch, e.g. to pay a bill or is paid in there by the recipient, the amount will be deducted from your account on the same day
- if you cash a cheque at any of our branches, the amount will be deducted from your account on the same day

- if you issue a cheque which is ‘specially presented’, the amount will be deducted from your account on the day it is received by us. This is likely to be on the working day after the day it was paid in by the recipient, but could be on the day it is paid in
- if you issue a cheque on your Foreign Currency Current Account, the time taken for the amount to be deducted from your account will depend on when it is paid in, the currency of your account, and the country in which the recipient’s account is based.

5.2 Credits you receive

This section does not apply to Foreign Currency Accounts. See clause 3 for payments in of foreign cheques and foreign currency. For details of our procedures for sterling cheques and sterling cash paid into Foreign Currency Accounts, ask us.

5.2.1 Cheques

When you pay a cheque into your account, you will normally have to wait three working days after the day it has been paid in before you can withdraw the money, unless you ask us to send it for special presentation or we agree otherwise, e.g. the proceeds of a cheque paid in on a Monday will normally be available for withdrawal on that Thursday. We may extend this time period if there are actual or potential credit or fraud prevention reasons to do so. An extra day may be needed for cheques drawn on Scottish banks.

The cheque amount will be included in your balance before you can withdraw the money.

We treat cheques as being cleared for interest calculation purposes (if applicable) two working days after they have been paid in, e.g. on Wednesday if paid in on a Monday. If you withdraw money which is not cleared for interest calculation purposes (if applicable), you may be charged interest even though your account shows a credit balance.

If you pay a cheque drawn on one of our branches into that branch, 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.

5.2.2 Cheques returned unpaid

The bank on which a cheque is drawn may return it unpaid, even if we have let you withdraw the money and/or the amount on the cheque has been included in your available balance (see clause 2.4). 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. 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.

When you pay in a cheque at a branch counter, you can ask us to specially present it by post to the bank it is drawn on. Upon receipt, the other bank will confirm whether the cheque has been paid. If it has, we may allow you to withdraw against it earlier than we would normally do, but it may be longer if

there are postal delays. Special presentation does not affect the clearing cycle for interest calculation purposes. A charge will be debited to your account for using our special presentation service, see clause 6.

5.2.3 **Cash**

When you pay cash only into your account at any of our branch counters the cash will clear and appear in the balance of your account immediately. It will be treated as cleared for interest calculation purposes (if applicable) on the day it is paid in.

If you pay a mixture of cash and cheques into your account on the same paying-in slip the cash will clear and appear in the balance of your account on the next working day. Your cash will be treated as cleared for interest calculation purposes (if applicable) on the day it is paid in, if we receive it on a working day and before a certain time, which will be displayed in our branches. Otherwise it will be treated as cleared for interest calculation purposes on the next working day.

When you pay cash into your account at other banks, the cash will clear and appear in the balance of your account three working days later. The cash is treated as cleared for interest calculation purposes (if applicable) two working days after it has been paid in.

If you pay in cash at one of our self-service machines, the cash will clear and appear in the balance of your account on the next working day.

5.3 **Automated Payments**

5.3.1 If you instruct us to make an automated payment from your account, the payment will be deducted immediately but you will normally have to wait 2 working days before the payment reaches the recipient. For example, a payment which debits your account on Monday will usually reach the recipient on Wednesday. Please also see clause 10.1.4 for bill payments made via our Telephone Banking Service. Your instruction cannot be reversed after the payment has been deducted from your account. Please also see clause 4.5.

5.3.2 Subject to clause 5.3.3 below, for interest calculation purposes (if applicable) most automated payments are treated as being cleared 2 working days after we debit your account (Wednesday using the above example). This means that, provided your account is in credit, you will receive interest on the payment until it reaches the recipient. If your account is in debit, you will not be charged interest on the payment until it reaches the recipient.

5.3.3 If you are making an automated payment to an HSBC or first direct credit card account, or to the account of somebody who banks with us or first direct, clauses 5.3.1 and 5.3.2 will not apply. The payment will be deducted from your account immediately and will normally reach the account of the recipient the same day. For interest calculation purposes (if applicable) the payment is treated as being cleared from your account the same day. The main exception to this is where you are making an automated payment to a large company with an HSBC/first direct account in which they collect bill

payments, for example a utility company or a finance company. Clauses 5.3.1 and 5.3.2 will usually apply to automated payments made by you to these companies.

6. Bank charges

- 6.1 When you open your account, we will give you the relevant price list, which includes the prices of our services that are used most often. You can also find out about these charges by telephoning us or by looking on our website, or by asking our staff.
- 6.2 For International Personal Accounts, the charges we make are set out in the brochures provided when your account was opened. Charges for account maintenance and cheques presented are deducted from your account in the currency of your account at the prevailing exchange rate against sterling at the date of deduction. We will charge our standard transaction charges for all other international services. Details are available on our website or by asking a member of staff in our branches.
- 6.3 We may change our charges for the day to day running of your account. For details of our day to day running of account charges please refer to our Price List. We will give you 30 days' personal notice if we increase any of these charges or if we introduce a new charge. We may change our price for any other service we provide to you. We will tell you the present charge for such services before we provide them to you.
- 6.4 **Negative Credit Interest (certain International Personal accounts only)**
- 6.4.1 We incur a funding cost in holding credit balances in certain foreign currencies on behalf of our customers. To recover this cost, we may charge you interest on credit balances in the relevant currencies which you hold in an International Personal Current Account or International Personal Instant Access Savings Account. This is called "Negative Credit Interest".
- 6.4.2 We will tell you the rate of Negative Credit Interest which applies to the relevant currency when we open your account in that currency or at least 30 days before we introduce Negative Credit Interest for accounts in particular currency.
- 6.4.3 We may, at our discretion, vary the rate of Negative Credit Interest for any currency at any time, which can be from day to day as market rates change. You can obtain details of the current interest rate at any time by asking the branch where your account is held or by calling us on 08457 404 404 (textphone 1800 108457 125 563) Lines are open 8am to 10pm everyday (except Christmas Day, Boxing Day and New Year's Day). To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us. We will calculate interest on the daily cleared balances and deduct it from your account half yearly in June and December or quarterly in March, June, September and December for Euro accounts.
- 6.4.4 If negative credit interest and positive credit interest have applied to your account during an interest period, the net

amount of interest (which may be negative) will show on your statement.

7. Borrowing from us

- 7.1 You must be 18 or over to borrow from us. All references to Bank Account in clause 7 only relate to Bank Accounts for customers aged 18 and over.
- 7.2 You must not borrow on any of our savings accounts, Basic Bank Account or Amanah Bank Account. If there is at any time a debit balance on any such account, then we will be entitled to charge interest (except on an Amanah Bank Account), in accordance with clause 6, to charge fees in accordance with clause 7.6 and to close your account upon 30 days' written notice.
- 7.3 **You can request an overdraft, or an increase to an existing overdraft, on your Bank Account or International Personal Current Account (but not on a savings account, Basic Bank Account or Amanah Bank Account) from us. You can do this in one of two ways, either:**
- **by way of a formal request, that is, you ask us for and we agree to provide you with, an overdraft or an increase to an existing overdraft limit before you authorise any payments or withdrawals from your account that, if made by us, would cause your account to go overdrawn or over an existing overdraft limit; or**
 - **by way of an informal request, that is, where you authorise a payment or withdrawal to be made from your account which, if made by us, would cause your account to go overdrawn or over an existing overdraft limit without having agreed with us in advance an overdraft or an increase in an existing overdraft limit on your account to cover such payment.**
- 7.4 If we receive a formal request for an overdraft or an increase to an existing overdraft limit from you, we will consider your request and, if we agree to it, we will give you a letter setting out the terms of the overdraft. An Arrangement Fee may be charged if we agree to your formal request. We may agree to provide you with another overdraft at the end of the term of your facility and, if we do so, an Arrangement Fee may be payable.
- Please refer to clause 6 for more details about our charges.
- 7.5 If we receive an informal request for an overdraft or an increase to an existing overdraft limit from you, we will consider your request and if we agree to it, we will provide you with an overdraft or an increase to your existing overdraft to cover the item concerned for 31 days. An Arrangement Fee may be charged if we agree to your informal request.
- You will not be charged further Arrangement Fee(s) provided your account does not go any further overdrawn. However, if your account goes into credit, or the overdrawn balance on your account decreases, and you then make another informal request for an overdraft and we agree to such a request, we may charge you a further Arrangement Fee.
- If we do not agree to an informal request from you for an overdraft or an increase to an existing overdraft limit, then

we will not make any payment authorised by you that would cause your account to go overdrawn or over any agreed overdraft limit. We may charge for considering and returning these informal payment requests.

Please refer to clause 6 for more details about our charges.

If you do require an overdraft or an increase to an existing overdraft, it would be in your interests to contact us to discuss your borrowing requirements as it would probably be cheaper for you to have a formal overdraft than several informal overdrafts.

- 7.6 We may charge interest whenever your account (excluding Amanah Bank Account) goes overdrawn, on the amount by which it is overdrawn. We may continue to charge interest until there is a cleared credit balance on your account. See clause 11.
- 7.7 Before we deduct interest as set out in clause 7.6 and/or charges as set out in clauses 6 and 7.5 from your account, we will give you at least 14 days' notice of how much we are going to deduct.
- 7.8 Whenever your account is overdrawn you should make regular payments into your account. You must tell us if you are unable to do this.
- 7.9 Every day, we will work out the interest you owe (if applicable) on the cleared debit balance of your account. It will be deducted from your account either monthly or quarterly (half yearly for International Personal accounts other than those in euros, which will be deducted quarterly) and depending on the terms we have agreed with you, or if we have to make demand.
- 7.10 Unless we have agreed other terms with you in writing, we may at any time end or reduce your overdraft and demand in writing that you pay any money you owe us immediately.

8. Responsibility for borrowing

8.1 **Accounts in your sole name**

You are personally responsible for any money you owe us, whether this arises from your own actions, from the actions of someone authorised by you, or from the use of any card we have issued to you.

8.2 **Joint accounts**

- 8.2.1 All of you together and individually are responsible for any money owed to us on the joint account. We may demand repayment from all and any of you for any money owing on the account. Please also see Section 2, clause 2.1.
- 8.2.2 Where any of you also has an account with us in your sole name, and that account has a credit balance, we can set-off these monies against any money owing to us on the joint account even if the accounts are in different currencies and/or jurisdictions. (Please also see section 1, clause 6.1).

9. Cards – Debit and self-service cards.

Only the relevant parts of the terms and conditions in clause 9 will apply if your card does not have all of the functions set out below.

9.1 **Issuing a card and Personal Identification Number (PIN)**

- 9.1.1 For the type of card you will receive please see the table at the beginning of section 2.
- 9.1.2 If you ask us to, or we issue you with, a replacement card before your existing card's expiry date you will only be able to use your existing card for 30 days after the date we send you a replacement card. You can change your PIN, but not within the 30 day period before the expiry of an existing card or at any time between the order and receipt of a replacement card.
- 9.1.3 We will issue you with a PIN. We will not reveal your PIN to anyone but you. You can use your PIN with your card for withdrawing money and using other services available from self-service machines. You will also need your PIN to be sure that you can pay for goods and services at the premises of a retailer or other supplier with a chip and PIN card.
- 9.1.4 If your account is in joint names, these terms apply to each cardholder. We can only issue a card to a person authorised by all of you to operate the account alone.
- 9.2 **Your card and your account**
- 9.2.1 You authorise us to deduct the amount of any transaction carried out by use of your card, with or without use of your PIN, or by use of your debit card details from your account, whether or not you have given or authorised such instructions. However, your liability for transactions which have not been made or authorised by you will be limited as set out in clause 9.3.2. Please also see clause 4.2.
- 9.2.2 You must not use your card after the end of the month it expires, or after we have asked you to return it to us or told you that its use is suspended.
- 9.2.3 We may charge for card use at the rates set out in the price list we provide you with. You authorise us to deduct all such charges from your account.
- 9.3 **Liability for unauthorised transactions**
- 9.3.1 **Our liability**
- We will be responsible for any money lost due to unauthorised transaction(s) unless you are liable under clause 9.3.2. We will add back to your account any amount deducted including any related interest (if applicable) and charges. We will have no further liability to you.
- 9.3.2 **Your liability**
- You will be responsible for all losses, if you have acted without reasonable care, which includes not complying with section 1, clause 4, so as to allow an unauthorised transaction, or that you have acted fraudulently. Your liability may also be limited by law.
- 9.4 **Returning your card and suspending its use**
- 9.4.1 You can return your card to us at any time, but it must be cut into at least six pieces.
- 9.4.2 We may ask you to return your card to us or suspend its use at any time but we will normally give you prior notice unless we have a reason for not doing so, e.g., if we consider that your card or account has been or is likely to

be misused or if the card has not been used by you for a considerable amount of time. We may deduct from your account the amount of any card transaction (and any charges) made by you, but not paid by us until after return or suspension.

9.5 **Making payments using your debit card**

- 9.5.1 Maestro and Solo debit cards can be used to pay for goods and services where you see the appropriate Switch/Maestro or Solo logo in the UK, the Channel Islands and the Isle of Man, or the Maestro logo abroad. A "cashback" service may also sometimes be available.
- 9.5.2 You will usually be asked to enter your PIN into a secure PIN pad at the premises of a retailer or other supplier. Alternatively, you may be asked to sign a sales voucher showing the details of your Maestro or Solo debit card.
- 9.5.3 You may use your debit card to make payment for goods and services through a variety of channels, e.g. Internet, telephone, television, mail order. You must not disclose your PIN when using any of these channels. We strongly recommend the use of 'secure payment' sites and software when sending your card details over the Internet. When using your debit card to make payment over the telephone or by mail order, you may be asked for additional identification.
- 9.5.4 When you place an order over the Internet with organisations that participate in MasterCard® SecureCode™ (designed to prevent fraud) you will be invited to register for the service applicable to your card. If you do not do so, as part of our fraud prevention measures we may not authorise further Internet transactions with participating organisations.
- 9.5.5 We will not be responsible if a retailer or other supplier refuses to accept your card, or if you cannot use your card to make a payment.
- 9.5.6 We will normally deduct from your account the amount of any payment made in the UK, Channel Islands or Isle of Man on the first working day following the transaction.
- 9.5.7 We will convert the amount of any payment made in a currency other than sterling into sterling at our applicable exchange rate on the day we receive details of the payment, and deduct the amount and related charges from your account, usually within seven working days.
- 9.5.8 You cannot stop a debit card payment, but a retailer or supplier may make a refund. We will credit your account when we receive their instructions, but are not responsible for any delay.
- 9.5.9 We may refuse to make or authorise a payment if you make an informal request for an overdraft (see clauses 4.2 and 7) and we refuse to provide you with one.
- 9.5.10 We may refuse to authorise a payment if we consider that your card or account has been or is likely to be misused, or for fraud prevention purposes. For decision making and card misuse prevention purposes, we may refer an authorisation request back to the retailer for further

information. This may result in you being asked to produce further identification. This may also be done on a random basis for fraud prevention purposes.

9.6 Self-service machines

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

9.6.2 We may allow you to use your card in self-service machines in the UK and abroad operated by other financial institutions if such machines display the Cirrus or Maestro logo. We will advise you if you are able to use your card in these machines when you open your account and about any limitations which apply. We may stop or impose limitations on you being able to use your card in these machines by giving you personal notice at least 30 days beforehand in accordance with clause 1 in section 1. See clause 9.2.3 regarding charges for using these machines.

9.6.3 You may have to enter your PIN in order to use self-service machines.

9.6.4 All cards can be used to withdraw cash from our self-service machines. Cash withdrawals in the UK, Channel Islands and Isle of Man will normally be deducted from your account on the same day. Please also see clause 4.2.

9.6.5 If other financial institutions charge for your use of their self-service machines, such charges will be payable by you.

9.6.6 We will convert the amount of any cash withdrawal made in a currency other than sterling into sterling at our applicable exchange rate on the day we receive details of the withdrawal. See the relevant price list for charges that will apply. We will normally deduct the amount of such withdrawals and any charges from your account within five working days.

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

- details of the balance and available balance on your account;
- pay cash and cheques into your account;
- make transfers between the account on which the card has been issued and any other accounts you hold with us as listed in the table in Section 2 (excluding International Personal accounts) and which you have nominated for this purpose.

The transfer facility will be automatically set up at account opening for Instant Access Savings Accounts, Flexible Saver accounts and HSBC Premier Savings Accounts.

9.6.8 You can use your debit card to:

- make certain charitable donations; and
- purchase mobile phone top-ups for Pay-as-you-go mobile phones,

at our self-service machines. Payment will be debited from the account that your card was issued on. Using either of these services will reduce your daily cash withdrawal limit from our self-service machines by the amount of the

payment you have made.

- 9.6.9 You can use your debit card to make payments to your HSBC credit card at our self-service machines. Payment will be debited from the account your card was issued on. Your account will be debited immediately but it will take up to three working days for your credit card account to be credited. For interest calculation purposes your payment is treated as being cleared two working days after we debit your account.
- 9.6.10 We will be responsible for any money lost if there is a fault on one of our self-service machines of which we have not notified you by a message on the screen or a notice on the machine. If we have so notified you, we will not be liable for any loss if our self-service machines are not in operation. We may change the availability of our machines at any time without notice.
- 9.6.11 We will not be responsible if you cannot use your card in a machine operated by another financial institution.

9.7 **Cheque guarantee – UK, Channel Islands and Isle of Man**

- 9.7.1 Cards that can be used to guarantee cheques are issued at our discretion and are subject to status. If you issue a cheque in the UK, Channel Islands or Isle of Man, which is supported by a card which displays a Cheque Guarantee logo, and is issued on the account upon which the cheque is drawn, we guarantee we will pay the cheque if:
- you have issued and dated the cheque before the expiry date on the card, and
 - the amount of the cheque does not exceed the limit shown on your card, and
 - the cheque is signed by you in the presence of the person to whom it is payable, and
 - the signature on the card and the cheque are the same, and
 - the card number is written on the back of the cheque by the person to whom it is payable, and
 - the card has not been altered or defaced, and
 - it is a cheque supplied by us and the 6 digits in the top right corner of the cheque also appear on the card, and
 - the cheque is dated with the actual date of issue.
- 9.7.2 You cannot stop a cheque guaranteed by your Maestro debit card.
- 9.7.3 Only one cheque may be guaranteed in any single transaction.
- 9.7.4 If you use a cheque encashment service, the following terms apply:
- the number of guaranteed cheque encashments supported by your card, is limited to one cheque per account per day, and;
 - the correct day square on the frequency page at the back of your cheque book must be cancelled effectively by the cashier, and
 - the cheque must be delivered to the bank of the encashment service provider no later than three working

days after the date on which the cheque is received by the encashment service provider.

9.8 **Basic Bank Accounts**

Basic Bank Account customers are able to use their card and PIN at all Post Office® branches in England, Wales, Scotland and Northern Ireland, but not in the Channel Islands or Isle of Man, to withdraw cash from their Basic Bank Account.

We reserve the right to withdraw or change any services provided to Basic Bank Account customers by Post Office Limited. See section 1, clause 1 for details of how we will do this. Basic Bank Account customers must have a PIN, see clause 9.1, to be able to use their card at Post Office® branches. Post Office Limited are our agents in providing the above service to Basic Bank Account customers. They will not be able to give financial or banking advice to our customers about their account or about our business, products or services. They will not be responsible for our dealings with you and your account. Note: The Post Office® is a registered trade mark of Post Office Limited in the UK and other countries.

10. Telephone Banking

The following terms and conditions apply to your use of the Telephone Banking Service in respect of accounts held solely or jointly by you and/or any accounts of a third party which you are authorised by the account holder to operate, eg, because they have signed a third party mandate giving you such authority or granted you a Power of Attorney. If you use the Telephone Banking Service to operate any accounts of a third party, you agree to do so only if, and to the extent that you, are authorised to do so by the account holder.

10.1 **Telephone Banking Service**

- 10.1.1 Telephone us on 08457 404 404 (textphone 1800 108457 125 563) in the UK or 08456 00 61 61 in the Channel Islands and Isle of Man. Lines are open 8am to 10pm everyday (except Christmas Day, Boxing Day and New Year's Day). For HSBC Premier customers, telephone us on 08457 70 70 70 (textphone 1800 108457 125 563). Lines are open 24 hours and your call 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.
- 10.1.2 To use our Automated Service you will need a touch tone telephone and a security number. If you have a password with us, you should contact us to convert it into a security number.
- 10.1.3 Our Automated Service enables you to:
- obtain your balance, see clause 2.4;
 - obtain details of recent transactions;
 - transfer money between certain of your accounts and your HSBC Bank credit cards;

- speak with a Customer Service Representative to pay a bill or transfer money to another person's account, see clause 4.1; and
- speak with a Customer Service Representative in relation to other enquiries, see clause 4.1.

10.1.4 Most transfers and bill payments to HSBC Bank plc accounts will be processed immediately, seven days a week. Instructions to transfer funds, or to pay a bill, to a non HSBC Bank plc account, or bill payments to some large companies with HSBC Bank plc accounts, e.g., some utility and finance companies, given before 8.00pm on Monday to Friday will be processed by us on the same day. Instructions given after 8.00pm on Monday to Friday or on a non-working day will be processed and payment made by us on the next working day, but we will immediately deduct the amount of the payment from your balance and your available balance. The payment will show as being made on the next working day on your statement.

10.1.5 You cannot make any transfer or other payment if the operation of your account has been restricted by us. You cannot make transfers or other payments from accounts on which you must give us notice to withdraw or transfer money.

10.2 **Security**

10.2.1 If you have a security number or password with us, we will ask you to confirm two of the digits and answer another question or other questions about your personal security details.

10.2.2 If you have not registered a security number or password, we will ask you a number of questions based on information known to us about you and the transactions on your account. We may not be able to assist you if we decide that we are unable to identify you as our customer using our security procedures.

10.2.3 When we call you, we will never ask for details of your security number or password. We will ask you questions based on information known to us about you and the transactions on your account which will enable us to identify you as our customer.

10.2.4 If you use a textphone you will be responsible for deleting the information held on your telephone at the end of each conversation.

10.2.5 You should not use cordless or mobile telephones operating on an analogue network to telephone us. We are not responsible if any one else intercepts or overhears any telephone conversation between you and us.

10.3 **Your instructions**

10.3.1 On satisfactory completion of our security procedures, we can act on any instructions given to us including payments of money from your account, even if these instructions were not given by you or with your authority. However, your responsibility for transactions or instructions, which have not been authorised by you will be limited in the way set out in clause 10.3.2.

- 10.3.2 If instructions are not actually given by you or with your authority, unless clause 10.3.3 applies, we will refund the amount of the unauthorised transaction including any related interest (if applicable) and charges. We will have no further responsibility to you.
- 10.3.3 However, you will be responsible for all losses (including the amount of any transaction carried out without your authority) if we can prove that you have acted without reasonable care, which includes not complying with section 1, clause 4, so as to allow an unauthorised transaction or that you have acted fraudulently.
- 10.3.4 Once you have told us that;
- you know or suspect that an unauthorised call has been made to our Telephone Banking Service or;
 - someone else knows your security number, password or your personal security details as used for our Telephone Banking Service,
- you will not be responsible for any unauthorised instructions carried out after we have had a reasonable time to put additional security measures in place, except if we can prove that you have acted fraudulently.
- 10.3.5 We may refuse to carry out any instruction which involves a transaction exceeding a particular value or if we feel there is a reason to do so, such as a suspected breach of security. We will tell you about this.
- 10.4 **Termination, suspension and changes**
- 10.4.1 We may terminate or suspend any part of our Telephone Banking Service at any time. We will try to inform you in advance but it may not always be possible to do so.
- 10.4.2 We may change our Telephone Banking Service, see section 1 clause 1 for details of how we will do this.

11. Interest (not applicable to all accounts)

- 11.1 You will receive interest, if any, at the rate(s) applicable to your account. See clause 7 for details of interest you may have to pay when you borrow from us. All our rates will be published in our branches.
- 11.2 We may vary our interest rates at any time for one or more of the following valid reasons:
- following, or in anticipation of, a change in relevant law, regulation, code of practice or guidance or general banking practice
 - to reflect the making of a recommendation, requirement or decision of any court, ombudsman, regulator or similar body
 - to reflect any change in the base rate, or any rate that replaces it, as set by the Bank of England or by any Bank that takes over responsibility for setting such a rate
 - to reflect any change or anticipated change in interest rates charged by other major banks or financial institutions in the UK

- to reflect changes or anticipated changes in costs associated with changes in relevant market conditions, technology, the costs we pay to others, inflation and/or in accounts, services or facilities we provide
- to reflect our internal policies on competitiveness, market share and/or profitability of our business as a whole, or, in respect of a particular product or service
- to reflect any changes or anticipated changes in money market interest rates or the cost to us of money we lend
- to reflect any reorganisation of our business as a result of it being acquired by, or our acquiring, another bank or organisation
- to reflect any event beyond our control.

11.3 We can vary the interest rate(s) on Foreign Currency Instant Access Savings Accounts and this may be from day to day as market rates change.

11.4 We will tell you about interest rate changes that affect you by:

- telling you personally within 30 days of the change (which includes by post, statement message, e-mail or secure e-message); or
- within three working days of the change, giving you notice in our branches and the national press (usually in the Daily Mirror, Daily Mail and Daily Telegraph). So that you can compare rates, our newspaper notices will show the old and new interest rates.

We will only use secure e-messaging to tell you about changes if you are a regular user of internet banking (by which we typically mean you use it at least once every 30 days) or if you have agreed we may.

11.5 Information about our current rates is available by telephoning us, on our website (excluding Foreign Currency Accounts) and by asking a member of staff at any of our branches. When we change the interest rates on your account we will update the information within three working days. The old rates will also be available to help you compare rates.

11.6 We calculate interest daily on the cleared balance and pay it:

- monthly on our Bank Account and;
- monthly on our Instant Access Savings Account, High Interest Savings Account (for children), HSBC Premier Savings Account and Flexible Saver.

If you opened our HSBC Premier Savings Account prior to 6 June 2005 we pay interest according to your instructions either monthly or once a year (in January). If you currently receive monthly interest on our HSBC Premier Savings Account you cannot ask us to pay interest annually. If you opened an Instant Access Savings Account or High Interest Savings Account (for children) or a High Interest Savings Account (now known as Flexible Saver) prior to 5 September 2005, we pay interest according to your instructions either monthly or once a year (in January).

If you currently receive monthly interest on our Instant Access Savings Account, High Interest Savings Account (for children) or Flexible Saver, you cannot ask us to pay interest annually after 5 September 2005.

- 11.7 No interest is payable on your Basic Bank Account, Amanah Bank Account or International Personal Current Account.
- 11.8 Morrisons Bonus Savings Account customers will receive interest at the same rate as is paid on the smallest credit balances on our Instant Access Savings Accounts. We pay this in December each year.

You will also receive bonus interest for each bonus year at the bonus rate provided that, during that bonus year, you do not close your account and there are no more than two withdrawals or transfers made from your account.

If you open an account during a bonus year, bonus interest is payable for the remainder of that bonus year. A bonus year begins on 1 December in each calendar year and ends on 30 November in the following calendar year. We pay bonus interest during December for the bonus year that ended on 30 November in that calendar year.

12. Closing your account

- 12.1 If you wish to close or switch your account, at any time, you or all of you (for joint accounts) must tell us in writing or via our Internet Banking Service or, in the Channel Islands, by going into your local branch. We will not close your account until you have returned all cards we have issued to you on the account, having cut them into at least six pieces, and any unused cheques.
- 12.2 Additionally, for a period of 14 days after the date 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. For applications completed by telephone, this period will start from the date you receive the terms and conditions in the post. You can tell us you want to close your account by writing to us at PO Box 757, Hemel Hempstead, HP2 4SS, or via our Internet Banking Service. We will ignore any additional charges and any notice period that applies to your account. If you have a joint account, all of you must tell us and, however you do so, you must clearly indicate that you wish us to close your account.

- 12.3 We may require you to repay any money owed to us, including the amount of any cheques you have issued, card transactions you have made and which are paid by us after closure, and any charges incurred.
- 12.4 If we wish to close your account, we will give you at least 30 days' notice in writing unless there are circumstances which justify us in closing the account on earlier notice. We will repay any credit balance to you. You should also return any cards we have issued to you on the account having cut them into at least six pieces and any unused cheques.

- 12.5 In the event of the death of a sole account holder, we may require a Grant of Probate or Grant of Representation issued by the authorities where your account is based, either in the Channel Islands or the Isle of Man, before releasing any monies in your account to your personal representatives.
- 12.6 Once we have agreed to provide you with an overdraft facility you have the right to cancel the facility within 14 days. If you do wish to cancel you should write to us (see clause 12.2) or telephone us. If you exercise your right to cancel you will be required to repay us the full amount drawn down under the facility. In addition you will be required to pay us interest on the outstanding balance until it is repaid in full. Your right to cancel will end after 14 days but you are still free to end your overdraft facility at any time by paying back all amounts.
- 13. Regular Saver and Regular Saver²**
(this section applies in addition to the rest of the terms in this booklet)
- 13.1 You must already have a sterling Bank Account or Basic Bank Account with us into which your salary or regular retirement income is paid before you can apply for a Regular Saver².
- 13.2 **You must continue to hold a sterling Bank Account or Basic Bank Account with us and pay your salary or regular retirement income into it for as long as you have your Regular Saver or Regular Saver².**
- 13.3 You can only have one Regular Saver or Regular Saver² with us which can be in your sole name or held jointly with someone else. You cannot open an account on behalf of someone else. You cannot have a Regular Saver and a Regular Saver² at the same time.
- 13.4 You must open your Regular Saver² with an initial deposit on the day of account opening of between £25 and £1,000 by direct transfer from your Bank Account or your Basic Bank Account only.
- 13.5 You can make savings once a month into your Regular Saver or Regular Saver². These can only be made by way of standing order from your Bank Account or your Basic Bank Account and must be for an amount between £25 and £250 for Regular Saver or £25 and £1,000 for Regular Saver².
- 13.6 The first standing order payment must be at least one calendar month after account opening. You can change the amount of the monthly standing order between £25 and £250 for Regular Saver and between £25 and £1,000 for Regular Saver². You can only make one standing order payment to your Regular Saver or Regular Saver² in any one month.
- 13.7 You can stop a standing order that has been set up to your Regular Saver or Regular Saver² and set up a new standing order at a later date.
- 13.8 We calculate interest on the daily cleared balance on your Regular Saver or Regular Saver² and will pay this to your Regular Saver or Regular Saver² on the first anniversary of the date your account was opened.

13.9 **Interest on your Regular Saver**

You will receive interest on your Regular Saver at the fixed Regular Saver interest rate advised to you at account opening. You will only receive this in respect of monthly savings made in accordance with Clause 13.

If you have saved more than £250 each month then you will receive interest on the excess at the same rate as would apply to an amount equivalent to the excess in a Flexible Saver or any account that replaces it.

If you close your Regular Saver before the first anniversary of the date you opened it (including if you cancel your contract with us as set out in clause 12.2 above) we will pay you interest up to the date of closure at the same rate as would apply to an equivalent amount in a Flexible Saver account or any account that replaces it (the “Closure Rate”). We will transfer the money in your Regular Saver together with interest which you are entitled to receive to your Bank Account, Basic Bank Account or Amanah Bank Account, unless you advise us to pay it to a savings account you hold with us.

If you breach any of these Personal Banking Terms and Conditions and, as a result, we decide to close your Regular Saver, you will receive interest up to the date of closure at the Closure Rate.

13.10 **Interest on your Regular Saver²**

If an Introductory Rate applies, you will receive interest on the first £250 you pay into your Regular Saver² each calendar month at that Introductory Rate for 12 months from the date you open the account. You will only receive this in respect of monthly savings made in accordance with clauses 13.5-13.7 above.

You will receive interest at the standard Regular Saver² rate:

- if an Introductory Rate applies, on amounts between £250.01 and £1,000 that you pay into your Regular Saver² each calendar month for 12 months from the date you open your account and on amounts up to £1,000 that you pay into your Regular Saver² each calendar month thereafter;
- if an Introductory Rate does not apply, on amounts up to £1,000 that you pay into your Regular Saver² each calendar month.

You will only receive this in respect of monthly savings made in accordance with clauses 13.5-13.7 above.

If you have saved more than £1,000 a month, then you will receive interest on the excess at the rate which is paid on the smallest credit balances on our Flexible Saver account or any account that replaces it.

If you close your Regular Saver² (including if you cancel your contract with us as set out in clause 12.2) we will pay you interest up to the date of closure at the rate which is paid on the smallest credit balances on our Flexible Saver account or any account that replaces it. We will transfer the money in your Regular Saver² together with interest which you are

entitled to receive to your Bank Account, unless you ask us to pay it to a savings account you hold with us.

If you breach the Personal Banking terms and conditions and, as a result, we decide to close your Regular Saver², you will receive interest up to the date of closure at the same rate as set out in the paragraph above.

- 13.11 You cannot make any withdrawals from your Regular Saver or Regular Saver² unless you close it. We will then repay all the money in your Regular Saver into your Bank Account or your Basic Bank Account unless you advise us to pay it to a savings account you hold with us.
- 13.12 On the first anniversary of the date your Regular Saver was opened your account will cease to be a Regular Saver. If you have one of the following accounts with us in the same name(s) as your Regular Saver, your money and any accrued interest will be transferred to that account:
- Instant Access Savings;
 - Flexible Saver account;
 - HSBC Premier Savings Account;
 - any account that we have replaced any of the above with.

If you have more than one of the above accounts listed we will transfer your money to the account which pays the highest rate of interest.

If you do not have any of the accounts set out in clause 13.9 above with us, your Regular Saver will convert to a Flexible Saver account or any account that we have replaced it with, and will be subject to these Personal Banking Terms and Conditions.

You authorise us to transfer any standing order which you have set up and which remains in force on your Regular Saver to the appropriate account as set out above on the first anniversary of your Regular Saver.

- 13.13 On each anniversary of the date your Regular Saver² was opened we will transfer the amount in your Regular Saver² and any accrued interest to one of the following accounts;
- Instant Access Savings account;
 - Flexible Saver account;
 - HSBC Premier Savings Account;
 - Bank Account/Basic Bank Account;
 - any account that we have replaced any of the above with.

If you have more than one of the above accounts listed we will transfer your money to the account which pays the highest rate of interest.

Your Regular Saver² will remain open and you can continue to make monthly savings.

If, on the anniversary of the date your Regular Saver² was opened you do not have any of the accounts listed above open with us, then we will open a new Flexible Saver account for you in the same name as your Regular Saver². This account will be

subject to the Personal Banking Terms and Conditions. The amount in your Regular Saver² and any accrued interest will be transferred to your new Flexible Saver account and your Regular Saver² will be closed.

14. Amanah Bank Account

- 14.1 Your Amanah Bank Account should only be operated in credit.
- 14.2 No credit or debit interest will apply to Amanah Bank Accounts.

15. One Europe, US Dollar and World Currency packages

These new packages were introduced for new accounts only on 27th January 2006. It is no longer possible to open new International Personal accounts without having one of these packages. Each of these packages offer 3 accounts – an International Personal Current Account, an International Personal Instant Access Savings Account and an International Personal Fixed Term Deposit Account. One Europe provides these accounts in Euro, US Dollar provides these accounts in US Dollars and World Currency provides these accounts in one of a range of other currencies. You can only have an International Personal Fixed Term Deposit Account if you have a current or savings account in the same currency with us for the duration of the International Personal Fixed Term Deposit Account.

16. HSBC Premier, Meridian, Bank, Account Plus, Graduate Plus, RightTrack into Study, RightTrack into Work, Student, Gap Year and Graduate Services.

- 16.1 These Services attach to your Bank Account and offer a range of benefits on accounts, goods or services provided by us, other members of the HSBC Group or specially selected third parties.

Separate terms and conditions may apply to some or all of the benefits. If you are eligible, you may apply for one of these Services. Alternatively, we may write to you to tell you that we are automatically going to provide you with one of these Services. We may change, withdraw or introduce new Services.

Our Right Track into Study, Right Track into Work, Student, International Student and Gap Year Services are not available on joint Bank Accounts.

- 16.2 We will tell you which benefits are available when you apply or before we provide you with the appropriate Service. We may later change these benefits and any applicable terms. If you have a Bank Account with the relevant Service at that time, we will tell you about changes as set out in Section 1 clause 1.
- 16.3 We may charge for any of the Additional Services on your Bank Account. We will give you details of any charges when you apply for an Additional Service on your Bank Account. See clause 6.1 for details of where else you can find out about these charges. We may change our charges for any of the Additional Services on your Bank Account

from time to time. We will always give you 30 days' personal notice if we increase the charges. We may introduce a new charge for any of the Additional Services on your Bank Account by giving you 30 days' personal notice of this.

To make a claim under any insurance product(s) that have been made available to you as part of Bank Account Plus or Graduate Plus your monthly fee must be up to date, if it is not you may not be able to make a claim.

- 16.4 If, at any time, we consider you have ceased to be eligible for any of the Additional Services on your Bank Account then we may give you 30 days' personal notice by post that either the Additional Service will be withdrawn from your Bank Account or that you are going to be transferred to a different Service and any benefits you were entitled to will be withdrawn. Alternatively, we may give you 30 days' personal notice that we are going to start charging you a fee to keep the Service. We may, at our complete discretion, decide to waive any applicable fee for any Additional Service on your Bank Account. However, if we do so, we reserve the right to start charging you the applicable fee in the future.
- 16.5 If you are aged 16 or 17 and have a Bank Account you will automatically be provided with our Right Track into Study Service unless you tell us that you are working in which case you will be transferred automatically onto our Right Track into Work Service.
- 16.6 If you have our Right Track into Study Service, when you reach the age of 18, this will be withdrawn. We will then automatically transfer you to our Student Service unless you tell us that you will be taking a Gap Year before starting at university/college or starting work when you finish school. We will automatically transfer you to our Gap Year Service if you tell us you are taking a Gap Year.
- 16.7 If you have our Right Track into Work Service, when you reach the age of 18 this will be withdrawn.
- 16.8 You must be at least 18 and a resident of the United Kingdom (including the Channel Islands and Isle of Man) to be eligible to apply for Bank Account Plus.
- 16.9 Bank Account Plus and Graduate Plus have an initial fixed term of 12 months from the date we first provide them to you. You agree that we may debit the applicable monthly fee for Bank Account Plus or Graduate Plus from your Bank Account each month for the fixed 12 month period. After the end of such 12 month period you agree that we can continue to debit the applicable monthly fee unless you tell us you no longer require Bank Account Plus or Graduate Plus. For the purposes of this clause a "month" means the period covered by your monthly charging period which is usually the same as your monthly statement period.
- 16.10 You have the right to cancel Bank Account Plus or Graduate Plus during the first 14 days of taking out the Service. For applications completed by telephone, the cancellation period

will start from the date you receive the Terms and Conditions in the post. We will refund you with any monthly fees you have already paid and no future fees for Bank Account Plus or Graduate Plus will be deducted.

- 16.11 Bank Account Plus and Graduate Plus run for an initial period of twelve months and are renewable monthly thereafter. If you wish to cancel after the 14-day cooling-off period, but before the end of your initial 12 months, you will be required to pay the remaining monthly fees on a pro rata basis.
- 16.12 If you wish to cancel Bank Account Plus or Graduate Plus, please contact us on 08457 404 404 for UK or 08456 006 161 for the Channel Islands and Isle of Man (textphone 1800 108457 125 563). Lines are open 8am to 10pm everyday (except Christmas Day, Boxing Day and New Year's Day). To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us. To make sure that you're never left without cover in respect of any insurance product(s) that have been made available to you as part of Bank Account Plus or Graduate Plus, we'll renew any such insurance policy automatically after the initial twelve months unless you tell us not to. After the first 12 months you can cancel without having to pay any further monthly Bank Account Plus or Graduate Plus charges. There will be no full or partial refund of Bank Account Plus or Graduate Plus fee(s) you have already made. If you cancel you must return your membership card to us.
- 16.13 You will be issued with a membership card for Bank Account Plus or Graduate Plus. This card is your responsibility and you must look after it. This card is not transferable and can only be used by you.

Section 3 – High Interest Deposit Bonds (HIDB)

The terms and conditions in this section and in section 1 apply to all HIDB opened on or after 20 June 2005, we may change the terms and conditions in this section in accordance with Section 1, clause 1. All HIDB opened before 20 June 2005 are subject to such Terms and Conditions as were notified to customers upon opening their HIDB.

- 1 This is a fixed term deposit and you should not open a HIDB if you may need your money before the end of the term you have chosen. No partial withdrawals of capital are allowed during the term. If you want to withdraw your deposit in full before the end of the term, we will charge you a fee. We may change this fee although any change will not affect any existing HIDB(s) you have. If your deposit is for £50,000 or more, early withdrawal is prohibited.

- 2 You must have and keep open a current or savings account (excluding an ISA) with us for the duration of your HIDB.
- 3 The minimum deposit in a HIDB is £2,000 (£5,000 for Bonds opened before 20 June 2005), the maximum is usually £49,999 although we may accept deposits in excess of this figure.
- 4 If you apply for a HIDB at any branch, by using our Telephone Banking Service or by using our Internet Banking Service, the interest rate that will apply to your HIDB will be fixed at the time you make your application. If you apply for a HIDB by posting an application form to us, we will apply our prevailing interest rate on the day we open your HIDB. This may be lower than any advertised rate you may have seen before you applied. Any interest rate that is displayed in branches, advertised in any way or quoted to you before the interest rate is fixed in the ways set out above, may be withdrawn by us at any time without giving notice.
- 5 The interest rate you receive is fixed for the term you have chosen and calculated daily on the cleared balance.
- 6 We will determine the interest to be paid:
- on the same day in each month as the day when the HIDB was opened if monthly interest is requested, or
 - on each anniversary of the HIDB if annual interest is requested.
- Interest is paid to the account held with us from which your original deposit was taken as nominated on the application form or as we may otherwise agree.
- 7 We will only accept cleared funds to open a HIDB. Please see Section 2, clause 5.2 in regarding clearing credits and cheques. A cheque used as a deposit must be placed in an account held with us until it has cleared. We will then open your HIDB by transferring the cleared funds. You will receive the interest rate applicable on opening.
- 8 If we open a HIDB with a cheque that is subsequently returned unpaid, we may transfer the funds in your HIDB back to your current or savings account. You will be liable for the usual charges and/or interest which result on that account. No interest will be paid for the time the HIDB was opened.
- 9 We will accept your instructions given in writing or by telephone to transfer money from your current or savings account(s) with us into your HIDB, to transfer money upon the closure or maturity of your HIDB(s) to your current or savings account(s) with us, to renew deposits or to repay withdrawn deposits. We may act on telephone instructions from you or purporting to be from you immediately and before receipt of any written confirmations.
- 10 You cannot make additions to your initial deposit. You can open more than one HIDB. Each one will receive interest at the rate applicable at the time of opening.
- 11 We may withdraw the availability of our HIDB at any time without giving notice. HIDB already opened will be unaffected.
- 12 Upon maturity, we will repay your HIDB to a current or savings account held with us, which you must nominate on

the application form.

- 13 If you die, we will repay your deposit at the end of the fixed period to your personal representative(s). If the deposit is made in joint names, we will only make repayment to the surviving depositor(s) or the personal representative(s) of the last survivor.

Section 4 – Money Market accounts

The terms and conditions in this section and in section 1 apply to our Money Market accounts (including our Foreign Currency Fixed Deposit Account and our International Personal Fixed Term Deposit account). From 27th January 2006 all new Foreign Currency Fixed Deposit Accounts have been renamed International Personal Fixed Term Deposit Accounts. All references in these terms to International Personal Fixed Term Deposit Accounts also apply to Foreign Currency Fixed Deposit Accounts. The following terms and conditions apply to all Money Market deposits:

- 1 You must have a sterling current or savings account (excluding ISAs and PEPs) with us for the duration of your Money Market Account. For joint deposits, all of you must hold an account with us either jointly or in your sole names. To open an International Personal Fixed Term Deposit Account you must be at least 18 years of age.
- 2 You may make deposits for a fixed term (Fixed deposit), for a term which is subject to notice (Notice deposit) or for instant access (Call deposit). For a sterling Fixed deposit, the minimum amount varies with the term as follows:
 - Less than seven days £250,000.
 - For seven days and over £50,000.
 - For Call and Notice deposits, the minimum amount is £50,000.

We may accept deposits for less than the above minimum amounts.

- 3 Fixed deposits can either be made in sterling or in certain foreign currencies (ask us for further details). For foreign currency deposits a minimum balance of US\$10,000 or currency equivalent is required.
- 4 We will only accept cleared funds as a deposit. Please see Section 2 clause 5.2 regarding clearing credits and cheques.
- 5 We will accept your instructions given in writing or by telephone to:
 - transfer money between your current or savings account(s) with us and your Money Market Account;
 - renew deposits or to repay withdrawn deposits.

We may act on telephone instructions from you or purporting to be from you (either of you for joint deposits) immediately. For joint deposits each of you give authority to accept instructions from any one of you.

- 6 If you die, we will repay your deposit at the end of the fixed or notice period to your personal representative(s) or when they ask us to do so for Call deposits. If the deposit is made in joint names, we will make repayment to the surviving depositor(s) or the personal representative(s) of the last survivor.
- 7 We will repay your deposit to the account held with us from which the deposit was taken or if you or any of you (in the case of a joint deposit) ask, to any other bank account held with us in the same name(s) as your Money Market Account. Joint deposits will only be repaid to a bank account held with us in different names if all of you give us written authority.
- If we become aware of a dispute between joint account holders, the deposit will always be repaid to the account from which it was taken unless we receive written instructions to the contrary from all joint account holders.
- 8 If you or any of you (in the case of a joint deposit) owe money on any other account held with us, eg, on a current or loan account, at the time when repayment is due or when you wish to make a withdrawal from your Money Market Account, we may use that money and any interest to repay or reduce the money owed to us. We may also retain such money if you or any of you (in the case of a joint deposit) has a contingent liability, which is owed to us, eg, as a guarantor. We will not take such action if we are aware that you made the deposit in a different capacity, eg, as a trustee.
- 9 If you wish to close or switch your Money Market Account, you or all of you (in the case of a joint deposit) must tell us in writing. If we wish to close your Money Market Account, we will give you at least 30 days' written notice (expiring on or after maturity for Fixed deposits) unless there are circumstances which justify us closing the account on earlier notice.

The following terms and conditions apply to Notice and Call deposits:

- 10 There are no restrictions on the amount of any additional deposit or withdrawal, but we may ask you to close your Money Market Account if you make a withdrawal and this reduces the balance to less than £50,000.
- 11 You can give us notice of withdrawal at any time after seven days from the date you make a Notice deposit. This does not apply to Call deposits for which no notice of withdrawal is required.
- 12 If you withdraw all or part of your Notice deposit without giving any or sufficient notice, we will charge you a fee of £60 to cover our administration costs. We can change this fee from time to time for new deposits and deposits which are renewed. Existing deposits will not be affected.
- 13 If you tell us within 14 days of making your first Notice or Call deposit that you are not happy about your choice, we will help you to switch accounts or we will repay your deposit with interest at the rate(s) applicable to your deposit. For applications completed by telephone or post,

this period will start from the date you receive the terms and conditions in the post or electronically.

We will ignore any notice period and any additional charges. You can tell us you want to close your Account by:

- telephoning us on 08456 060 600; or
- writing to us at HSBC Bank plc, Treasury Management Centre, Level 3, 8 Canada Square, London E14 5HQ; or
- telling your branch by writing, telephone, fax or in person; or
- via our internet banking service.

If it is a joint account all of you must tell us. After this 14 day period has expired, you can only switch accounts or have your deposit repaid by complying with the notice requirements for your account. Early withdrawal is only allowed at our discretion if we consider there are exceptional circumstances and may result in additional costs.

- 14 Notice and Call Deposits may be monthly deposits or standard deposits. We calculate interest daily on the cleared balance. For standard deposits, we calculate interest up to the end of each June and December and add interest to your Money Market Account on 1 July and 1 January and on repayment. For monthly deposits we calculate interest up to the day before the monthly anniversary of the deposit and add interest on the next day and on repayment. If you or any of you (in the case of a joint deposit) ask for your interest to be transferred to another account held with us in the same name(s) as your Money Market Account, it will be credited to that account on the 1 July and 1 January for standard deposits and on the anniversary of the placement for monthly deposits.
- 15 We will send you (or all of you for joint deposits) a statement in relation to each deposit at least once a year.
- 16 We may at our discretion vary the interest rate on these deposits at any time, which can be from day to day.
- 17 You can obtain the current interest rate by contacting your local branch or our Regional Treasury Centre on 08456 060 600.

The following terms and conditions apply to Fixed deposits only:

- 18 The interest rate you receive is fixed for the term of the deposit and calculated daily. We will send an acknowledgement of deposit in relation to each deposit made.
- 19 For terms of 12 months or less, we will pay you interest when we repay your deposit. For terms of more than 12 months, we will pay you interest on each anniversary of the deposit and on repayment. Anniversary interest will be added on the day of the anniversary to another bank account nominated by you and held with us in your name or names (in the case of a joint deposit). For terms of 6 months or more, we can pay interest monthly if you ask us to. Monthly interest can be paid to any other bank account nominated by you and held with us in the same name or names (for a joint deposit) as your deposit. Monthly interest is paid on the day of the month on which you made the deposit.

20 Before your deposit matures, we need to know what you wish to do on maturity.

You can:

- provide us with standing instructions when you make a deposit; or
- contact us by telephone or in writing with your instructions nearer the time of maturity; or
- set up an automatic rollover so that until further notice your deposit is renewed for the same term at the prevailing interest rate each time it matures.

In the absence of any other instructions, we will renew your deposit for the same term at the prevailing interest rate when it matures with the exception of Overnight deals which will be repaid.

For International Personal Fixed Term Deposit Accounts, you must contact us at least 2 working days before your deposit matures to let us know what you want us to do with it.

21 You should not make deposits if you may require access to your funds before the end of the term. No partial withdrawals of capital are allowed during the term of the deposit. If you want to withdraw your deposit in full before the end of the term, we will charge you a fee of £100 to cover our administration costs for fixed deposits entered into on or after 18 June 2005, or £60 for fixed deposits entered into before 18 June 2005. (We can change these fees from time to time for new deposits and deposits which are renewed. Existing deposits will not be affected.) Please note that if your deposit is for £50,000 or more, early withdrawal is only allowed at our discretion if we consider there are exceptional circumstances.

HSBC Bank plc is established at 8 Canada Square, London E14 5HQ which is its registered office. HSBC Bank plc is regulated by the Financial Services Authority and is registered in the Financial Services Authority Register with the registration number 114216. In the UK, HSBC Bank plc is also licensed by the Office of Fair Trading to carry on a consumer credit business, licence number 6343.

HSBC Bank plc is a member of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. As at 31st December 2005, our paid up capital and reserves were £19,091 million. In respect of deposits with a UK office, payments under the Scheme are limited to 100% of the first £2,000 of a depositor's total deposits with the Bank and 90% of the next £33,000, resulting in a maximum payment of £31,700. Most depositors, including individuals and small firms, are covered. Further details are available on request.

We are required by law to advise you that deposits made with our offices in the Channel Islands and Isle of Man are not covered by the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. Deposits made with our offices in the Isle of Man are protected by the Depositors Compensation Scheme contained in the Isle of Man Banking Business (Compensation of Depositors) Regulations 1991. Details are available at our branches in the Isle of Man. In Jersey, HSBC Bank plc is licensed by the Jersey Financial Services Commission for Banking, General Insurance Mediation and Investment business. In Guernsey, HSBC Bank plc is licensed by the Guernsey Financial Services Commission for Banking, Insurance, Collective Investment Schemes & Investment Business. In the Isle of Man, HSBC Bank plc is licensed by the Isle of Man Financial Supervision Commission for Banking and Investment Business.

How to complain

If we do not deliver the standard of service you expect, or if you think we have made a mistake, please let us know. We will investigate the situation and, if necessary, set about putting matters right as quickly as possible. Where appropriate we will also take steps to prevent a recurrence. Please allow your local branch manager or the manager of the department concerned the first opportunity to answer your concerns and put matters right. However, if you remain dissatisfied and would like further information about our process for resolving complaints, please ask us for our explanatory leaflet 'Listening to Your Comments'. You may be able to refer your complaint to the Financial Ombudsman Service. For accounts held in the Channel Islands or the Isle of Man you may be entitled to refer your complaint to the Financial Services Commission in Jersey or Guernsey and the Financial Services Ombudsman Scheme in the Isle of Man.

Issued by HSBC Bank plc. We are a principal member of the HSBC Group, one of the world's largest banking and financial services organisations with around 9,500 offices in 76 countries and territories.

HSBC Bank plc, Customer Information:
PO Box 757, Hemel Hempstead, Hertfordshire HP2 4SS
PO Box 14, St Helier, Jersey JE4 8NU
PO Box 31, St Peter Port, Guernsey GY1 3AT
PO Box 20, Douglas, Isle of Man IM99 1AU
www.hsbc.co.uk