

first direct

Say hello to...

Our Account Terms and Conditions (aka our Terms)

Which take effect on **16 September 2016**

It might not be a page-turner
but consider this some (very important)
gentle bedtime reading

It's not got that many twists and turns but it's full of useful information so you should look through it carefully, take extra care with bits that are important to you and keep it to hand in case you need to refer to it.

We know T&Cs can be heavy going but we've worked really hard to make sure ours are in as plain English as humanly possible, making it easy to find the information you need when you need it.

First things first (no pun intended), our 'current account' is called **1st Account**.

And **First Directory** is a package of benefits available to 1st Account holders for a monthly fee. Benefits include Worldwide Travel Insurance, Motor Breakdown Assistance, Mobile Phone Insurance, reduced fee non-Sterling ATM withdrawals, leisure benefits and offers. For more information, call us on the number on the back of these Terms or visit **firstdirect.com/banking/first-directory**

Sterling means Great British (GB) pounds.

UK means England, Scotland, Wales and Northern Ireland.

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Our charges

Your charges will depend on how you use your account and the services we offer. Our 'Give me the facts' brochure explains which payments can be made from which accounts. We hope you're making notes. There'll be a quiz at the end*.

*There won't.

Payments out of your account

Charges for payments out of your account up to the end of 30 October 2016

Payment types		Telephone banking	Internet Banking	Post
Payments in the UK				
Electronic Fund Transfers		£25	n/a	£25
International payments	To another first direct or HSBC account	£10	n/a	£10
	To non- first direct or non-HSBC accounts	£25	n/a	£25

With effect from 31 October 2016, charges for payments out of your account will be:

Payment types		Telephone banking	Internet Banking	Post
Payments in the UK				
Electronic Fund Transfers		£25	n/a	£25
International payments	To another first direct or HSBC account	£0	n/a	£0
	To non- first direct or non-HSBC accounts	£4	n/a	£4

You'll be charged for these services when you ask for them.

We may charge if you ask us to investigate a payment but we'll always tell you what the charge is before we do.

If you're making an international payment, the bank who receive it and any foreign bank we use to send the payment may also make a charge. You'll only pay these charges if you select 'sender to pay all charges' when setting up your payment. If you don't, the person/organisation will have to pay to receive the payment.

Non-Sterling debit card payments (includes cash withdrawals)

If we convert a payment to Sterling for you, Visa will use the Visa Payment Scheme Exchange Rate that applies on the day they process it. We'll then charge you a Non-Sterling Transaction Fee, currently 2.75% of the converted amount.

You can get details of the Visa Payment Scheme Exchange Rate by giving us a call on the number shown on the back of these Terms or by visiting firstdirect.com/1/2/tools-and-guides/using-your-debit-card-abroad

Cash machine withdrawals

You'll be charged a Non-Sterling Cash Fee of 2% (min £1.75, max £5) for withdrawals:

- in a foreign currency from cash machines outside the UK, Channel Islands and Isle of Man
- in the UK, Channel Islands and Isle of Man if we convert them into another currency
- in Sterling from cash machines outside the UK, Channel Islands and Isle of Man.

If you're a First Directory customer, you won't be charged these fees if your transaction is made from the account you pay your First Directory fee from.

Some cash machines may charge you for withdrawals. Don't pay unless you have to – there may be a free one just round the corner.

Payments into your account

Non-Sterling electronic payments

Payments of over £100	£8 each
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Sterling electronic payments from banks outside the UK

Payments of £100 or more	£6 each
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If a payment is made to you in Sterling, the charge is taken before we credit it to your account.

If a payment is made to you in another currency, we'll credit the full amount to your account and charge separately.

We won't charge for payments of up to €5 0,000 (or 500,000 Swedish Krona) from countries in the EU if the relevant identification numbers are provided i.e. Bank Identifier Code (BIC) and International Bank Account Number (IBAN).

Foreign cheques (in a foreign currency or a Sterling/Euro cheque from a bank abroad)

We can either negotiate (where it's in the same currency as your account) or collect (where it's in a different currency to your account) foreign cheques to be paid into your account – see section 10 for more details.

Charge per cheque for negotiation or collection

Up to £250	£7
Over £250	0.5% (min £10, max £50)
Return fee	£10

You'll also have to pay any fees charged by our agent or other banks involved in the transaction.

Cheques from banks in the Eurozone and written in Euros have a flat fee of £7.

Other charges

Paper statements for e-Saver and Everyday e-Savings Accounts	£2.50 per statement
Extra statements:	
Additional monthly or 3 weekly	£1 per month
Fortnightly	£2 per month
Weekly	£4.50 per month
Daily	£20 per month
Cancelling a bank draft	£10 each
Stopping a lost or stolen bankdraft	£10 each, plus any fees charged by the bank where the draft is from
Special Presentation – when we need to contact the bank that issued a cheque to make sure it will be paid	£15 per cheque
Stopping a cheque:	
For less than £10	Free
For cheques of £10 and above	£7
There's no charge for stopping stolen or lost blank cheques	
Branch payment cheque (from a savings account)	£10
Us giving you a reference	£10.72 each including VAT
Original request for a UK bank draft	£20 each

If you usually get your statements via Internet Banking but you need a paper statement, we won't charge you unless you ask for more than one copy. Fair's fair...

If we have to act in line with legislation or a Court Order relating to your account(s) eg some types of Debt Order, we may charge an administration fee of up to a maximum of £55.

We may charge for other services eg sending information to other companies for you, but we'll always explain the cost and give you the chance to change your mind before we provide them.

It's also worth remembering that depending on the circumstances there may be other party's taxes or costs that may apply to you that aren't charged by us and/or won't be paid through us.

A guide to our accounts

In the following summaries, we've explained the key details of each of the accounts covered by these Terms and any details that are specific to them. These summaries form part of the overall Terms along with the ones that apply to all our accounts in the rest of this document.

Please read the summary for the account(s) relevant to you along with the rest of these Terms. You should also read:

- any account brochure we send you
- our 'Give me the facts' brochure
- the Savings Interest Rates information (if applicable)
- any other information you get when you apply.

If you need extra copies of this information or these Terms, just let us know.

1st Account

Price: Our 1st Account costs £10 per month unless:

- your account has been open for less than 6 months
- at least £1,000 is paid in each month (not including transfers from other **first direct** accounts)
- your 'average account balance' is more than £1,000 in any calendar month i.e. your total balance at the end of each day divided by the number of days in the month (again not including transfers from other **first direct** accounts)
- you have a mortgage, credit card, Personal Loan, savings (except Regular Saver), First Directory or Home Insurance with us
- there are no transactions on your 1st Account for more than 90 days and the balance is less than £10.

We don't charge a fee for any additional 1st Account you have in the same name(s) – if you have a 1st Account in your sole name and one in joint names, or you have joint accounts with different people, these aren't in the same name so you'll be charged another fee.

Account features:

- UK and overseas payments
- contactless debit card and cheque book
- overdraft (if you ask and we can offer you one) – the first £250 is interest-free
- manage your account via Internet Banking, our Banking on the go App, telephone banking, self-service machines and by post
- withdraw cash, pay in cash/cheques and check your balance at HSBC Bank and Post Office® branches
- you can automatically 'sweep' spare money into one of our savings accounts on whichever day you want, to help you save.

To be eligible: You need to be 18 or over when you apply.

Internet Banking means our online banking service.

Our **Banking on the go App** is our mobile banking application which can be downloaded to any mobile device that supports it and allows you to view your balances, last 90 transactions, make payments, transfer money between your accounts and much more.

Overdrafts

If you're not reading this with a hot beverage, you're doing it wrong.

Overdrafts are a short-term way to borrow money on your account although we can't offer them to everyone. They can be a useful way to buy what you need, but we don't recommend you rely on them. Ours are only available on 1st Accounts, not savings accounts.

Overdraft interest i.e. what you pay for using an overdraft

You'll be charged overdraft interest if you're overdrawn by more than £250. Our current rate is **15.9% EAR (Effective Annual Rate) variable**. In case you don't already know, overdrawn is where you borrow money from us to cover a transaction that's for more money than was in your account at the time.

If your 1st Account is linked to an Offset Mortgage, you'll be charged overdraft interest at your mortgage rate on your whole overdrawn balance – even the first £250.

A representative example

If your 1st Account isn't linked to an Offset Mortgage, we don't charge overdraft interest on the first £250 of formal overdrafts. So if your account has a limit of £1,200 and you use it all for 30 days, you'll be charged interest for borrowing £950 at a rate of 15.9% EAR variable which would cost you £11.59.

We can't offer overdrafts to everyone and they're only available on our 1st Account.

What we mean by 'formal' and 'informal' overdraft requests

A **formal overdraft** request is where you ask us for an overdraft before making any payments that would take your account overdrawn or over your current formal limit.

An **informal overdraft** request is when you authorise a payment that would take your account overdrawn if you don't have a formal overdraft or over your formal overdraft limit if you do.

Each time you go overdrawn (if you don't have a limit) or over your limit, we'll treat this as a new informal overdraft request. If we agree to it, you'll need to repay your informal overdraft within 31 days.

What you'll be charged for an overdraft

We may charge you interest for the amount and time your account is overdrawn. We'll calculate this each day and it will usually come out of your account once a month unless we have to make a demand for you to repay the outstanding debt or when the account is closed. The current rate is shown in the example above.

We'll give you at least 14 days' notice before any overdraft interest or charges come out of your account.

As well as overdraft interest, you'll be charged a **£5 Informal Overdraft Usage Fee** on any day your 1st Account's in informal overdraft. You won't be charged a daily Informal Overdraft Usage Fee if:

- you pay in cleared money i.e. not a cheque before the end of the day (11:45pm) to cover the informal overdraft amount
- your informal overdraft is £10 or less
- your 1st Account has been in informal overdraft for more than 30 consecutive days.

If you're struggling to stay within your overdraft, please give us a call and we'll talk you through your options.

When it comes to daily Informal Overdraft Usage Fees, you won't be charged:

- more than £80 in a single Charging Month
- more than the amount your 1st Account was in informal overdraft during a Charging Month
- if your 1st Account is in informal overdraft only because of an overdraft or interest charge.

When it comes to charging, a month isn't a calendar month. A **Charging Month** starts on the date your account was opened (unless you ask us to change it) eg if your account opened on the 20th, your Charging Month will run from that day until the 19th of the following month.

If you're charged because of a problem caused by the Current Account Switch Service, we'll refund any of our charges and/or interest.

If you're a Northern Ireland customer using our switching service, your old bank should refund any charges or interest you've paid to them and, we'll give you an interest and charge-free overdraft for 3 months from the date you open your account with us, if we can offer you one which we'll confirm when we open your account.

In line with our Terms, we can cancel or ask you to repay all or part of your overdraft at any time but this will normally only happen if your personal circumstances change. Please give us a call if you have any questions.

What happens if we don't agree to your overdraft request

If you make a formal overdraft request, we'll tell you if it's agreed when you apply. If an informal overdraft request is declined we may not make the payment you've authorised although we'll always try to contact you before this happens so it's important you keep your contact details up to date.

When you have to repay your overdraft

Overdrafts are a short-term way to borrow money so you shouldn't rely on them. If you find you're often in your overdraft, it may be worth giving us a call to see if we can suggest a better or cheaper option.

If you're using your overdraft:

- you need to make regular payments into your account and tell us straightaway if you can't
- we can end your overdraft and ask you to repay it at any time. If we do this, we'll write to you
- we can ask you to repay part of your overdrawn balance at any time.

We'd normally only end or reduce an overdraft due to a change in your personal circumstances.

Joint account overdrafts

We can ask either joint account holder to repay an overdraft on a joint account in full as both parties are equally responsible.

Text alerts to avoid charges

Don't worry we won't use text speak – and definitely no emojis.

If we hold a mobile telephone number for you, we may send you text messages to help you avoid charges eg on a day where we've agreed an informal overdraft (an overdraft we haven't agreed in advance) on your account or there's not enough Available Balance in your account to meet your payments.

If you'd like to opt out of these messages, please give us a call.

It may not always be possible for us to send you text messages eg if we have system problems or after 10.45pm so it's important you check your account regularly to avoid unnecessary charges.

We'll send text messages to the mobile telephone number we hold for you so it's important you keep your contact details up to date.

When you're outside the UK, some mobile operators may charge you for receiving texts. If you tell us when you go, we can temporarily suspend text alerts so you can avoid these charges.

Your **Available Balance** includes all cleared funds (including any cleared cheques) and any formal overdraft you have.

One day in the future, terms and conditions will be beamed directly into your mind. Today is not that day. Sorry.

Regular Saver Account

Account features:

- make a payment of between £25 and £300 (in multiples of £5) from your 1st Account to open the account
- you'll then need to make 11 more payments by Standing Order from your 1st Account up to the Maximum Monthly Balance which is £300 in month 1 and increases by £300 each month i.e. £600 in month 2, £900 in month 3 and so on
- you can change the amount of your Standing Order by calling us, but you can't change the date
- you can't make partial withdrawals
- if you close the account early, we'll pay you interest at the relevant Savings Account rate – all our current rates are shown on the 'Savings... our rates' information – you can call us for a copy or view them on our website
- your account will mature and close on the first anniversary of the date it was opened and we'll transfer the final balance to another savings account with us
- can't be used as a Linked Account for the purposes of any Offset Mortgage you have with us.

To be eligible: You'll need to have our 1st Account when you apply and keep it open for as long as you have your Regular Saver. You can only have one Regular Saver and it can only be in your sole name.

Specific terms and conditions:

- 1 We calculate interest daily on the balance and pay it on the anniversary of the account opening.
- 2 You need to keep your 1st Account while you have your Regular Saver. If you close your 1st Account, we'll also take this as an instruction to close your Regular Saver and pay the balance (including interest) into your 1st Account before we close it.
- 3 If you're switching your 1st Account to another provider using the Current Account Switch Service and your 1st Account's in credit, we'll send your total balance (including interest at the relevant Savings Account rate) to your new account. If your 1st Account is overdrawn on the day of the switch, we'll close your Regular Saver on the Working Day after, use the money to repay the debt then send any remaining money to you.
- 4 Once a month you need to make a Standing Order payment from your 1st Account into your Regular Saver on the same day you opened your Regular Saver or the next Working Day. You can only make one payment to your Regular Saver each month.
- 5 You can save between £25 and £300 each month, up to a maximum of £3,600. If your regular payments are less than £300, you can carry your allowance over and increase your Standing Order in later months.
- 6 If you save more than the Maximum Monthly Balance (explained above), we'll pay you interest on the extra at the relevant Savings Account rate – all our current rates are shown in 'Savings... our rates' – if this isn't enclosed you can call us for a copy or view them on our website.
- 7 Your account will close automatically on the first anniversary (365 days) after you opened it and we'll then send you a closing statement by post.
- 8 If you have one of our Everyday e-Saver or Savings Accounts in the same name as your Regular Saver, we'll transfer your money and interest to that account.
If you have both, we'll transfer to the one with the highest interest rate at the time. If you don't have one of these accounts, we'll convert your Regular Saver into a new Savings Account in the same name. It can take up to 5 Working Days for the account to convert and you'll earn interest at your new account's rate during that time. If you need access to it while this is happening, please give us a call.
- 9 You can close your account at any time by sending us a Secure Message via Internet Banking, giving us a call or by writing to us. If you close your account before its first anniversary, we'll pay you interest up to the date it closes at the relevant Savings Account rate and pay your money (including any interest) into your 1st Account unless you tell us to pay it somewhere else.

Working Day means Monday to Friday excluding bank holidays.

Something not clear? Don't worry, we're happy to explain anything you're struggling with over the phone – all our details are on the back of these Terms.

Savings Account

Account features:

- instant access by transferring to another account with us
- manage your account via Internet Banking, our Banking on the go App or by giving us a call
- online statements and/or an annual paper version
- you can automatically 'sweep' spare money from your 1st Account on whichever day you want, to help you save
- can be used as a Linked Account for any Offset Mortgage you have with us.

To be eligible: You must have our 1st Account.

When you've finished reading these Terms you should file them away in a safe place. Don't make them into a paper airplane. We understand it's tempting...

Bonus Savings Account

Account features:

- instant access by transferring to another account with us
- manage your account via Internet Banking, our Banking on the go App or by giving us a call
- bonus rate for any month you don't make a withdrawal – all our current rates are shown in 'Savings... our rates' information – you can call us for a copy or view them on our website
- online statements and/or an annual paper version
- can't be used as a Linked Account for any Offset Mortgage you have with us.

To be eligible: Open the account with a minimum deposit of £1. You can only have one Bonus Savings Account and it can only be in your sole name.

Specific terms and conditions:

If you don't close your Bonus Savings Account or make a withdrawal during a calendar month that month's interest will be paid 'with bonus'. If you close or make a withdrawal, your interest will be paid 'without bonus'.

Fixed Rate Savings Bond

(Fixed Rate savings)

The name is Bond, Savings Bond.

Account features:

- Fixed Term savings Bond
- you can only make one deposit, of £2,000 or more into the Bond when it's opened
- you can have more than one Bond
- no cooling-off period
- quarterly paper statements
- the term and the interest rate of the Bond will be confirmed in the information sheet we send you before it's issued
- you can't make partial withdrawals but you can withdraw your deposit before the end of the Fixed Term for a fee of £100
- at the end of the Fixed Term we'll pay any remaining deposit and your interest into a new Savings Account
- if you die during the Bond term, we'll pay your deposit and interest to the person dealing with your estate at the end of the Fixed Term. If your deposit is made in joint names, this payment will be made to the other party instead if applicable
- can't be used as a Linked Account for any Offset Mortgage you have with us.

To be eligible:

- you need to have our 1st Account when you apply and for as long as you have the Bond. If you close your 1st Account during the term of the Bond, we may also close the Bond but we'll discuss this with you before we do
- your deposit needs to be made from a **first direct** account and we can only accept cleared money i.e. not a cheque. If cleared money isn't available when we process your application, we won't be able to open the Bond. If your funds clear after the start date of a Bond issue, we won't be able to accept your application
- you'll need to call us to arrange a joint Bond and we can only accept deposits made from a **first direct** account in the same joint names
- we need to receive your Bond application before the issue start date which will be shown on the Information Sheet we sent you.

Only Bonds in your sole name are available when you apply via Internet Banking.

Everyday e-Saver

(no longer on sale)

Account features:

- instant access by transferring to another account with us
- manage your account via Internet Banking, our Banking on the go App or by giving us a call
- electronic statements via Internet Banking
- you can automatically 'sweep' spare money from your 1st Account on whichever day you want, to help you save
- can't be used as a Linked Account for any Offset Mortgage you have with us.

To be eligible: Open the account with a minimum deposit of £1.

Specific terms and conditions:

- we can send communications about your account by secure e-message within Internet Banking
- you need to log-on to Internet Banking to check your messages and balance at least once every 30 days
- if you don't have any other accounts with us, you can specify one payment destination or request a cheque to access your money.

e-Savings Account

(no longer on sale)

Account features:

- instant access by transferring to another account with us
- credit interest isn't paid in calendar months where you make a withdrawal
- manage your account via Internet Banking and our Banking on the go App only
- electronic statements via Internet Banking
- you can automatically 'sweep' spare money from your 1st Account on whichever day you want, to help you save
- can't be used as a Linked Account for any Offset Mortgage you have with us.

Everyday Savings Account

(no longer on sale)

Account features:

- instant access – by transferring to another account with us
- manage your account via Internet Banking, our Banking on the go App or by giving us a call
- monthly paper statements
- you can automatically 'sweep' spare money from your 1st Account on whichever day you want, to help you save
- can be used as a Linked Account for any Offset Mortgage you have with us.

Terms that apply to all our accounts

Only you, us and any joint account holder are covered by these Terms. **We, us, our** mean **first direct**, a division of HSBC Bank plc.

Our accounts are not to be used for business purposes. If you need a business account, please give us a call and we can help you get in touch with HSBC to arrange this.

If you want to authorise another person to operate your account through what we call a Third Party Mandate, give us a call on the number on the back of these Terms and we'll talk you through the process. It's worth remembering that if we approve it, when they operate your account, you'll be responsible for their actions as if they were your own. We can remove this at any time if you ask us to or the person you've authorised doesn't act within these Terms, the law or regulation. If we remove this for any other reason we'll give you at least 2 months' notice.

Unless we say otherwise, your account and relationship with us will continue until you or we end it in line with these Terms.

If we allow you more time to meet your obligations under these Terms or don't use some of our rights, this doesn't mean we won't be able to do so again. Having said this, we'll always try to be as helpful as possible.

1. Protecting your account

You need to take all reasonable steps to keep your card(s), Security Device(s) and Security Details (including for telephone banking, Internet Banking and our Banking on the go App) safe and stop them being used fraudulently including:

- never noting down your Security Details in a way that can be understood by someone else
- not choosing Security Details that may be easy to guess
- making sure no one hears or sees your Security Details when you use them
- making sure you always have unique Security Details for your account(s) with us
- not allowing anyone else to have or use your card, Security Devices or any of your Security Details and not disclosing them to anyone, including the police and us, except your card number and other card details when using your card in connection with making payments, and your Security Details when registering for or resetting your telephone banking, Internet Banking and Banking on the go App Security Details (but even then don't disclose them in full)
- safely keeping and disposing of (eg shredding) receipts and documents that show your account details
- changing your Security Details and telling us as soon as you can if you know or suspect that someone else knows any of those details, or if we ask you to

For cards and PINs you should also:

- safely destroy (eg shredding) any PIN advice we send you as soon as you have finished with it
- sign each card as soon as you receive it
- keep your debit card separate from your cheques
- not disclose your card PIN for mail order, telephone banking or internet payments
- use any additional fraud prevention systems eg Verified by Visa when making payments online
- follow any other safety advice we give you to keep your card and PIN safe.

For Internet Banking you should also:

- never access our website via an email link and then enter personal details
- always access Internet Banking by entering **firstdirect.com** into your web browser
- never access Internet Banking using a public device or access point eg internet café, without checking no one else can see you log on
- take care not to record any Security Details where they can be kept automatically (eg 'save password' feature) unless we ask you to as part of our banking service
- not leave a device unattended or allow someone else to use it while you're logged in to Internet Banking
- follow all security measures recommended by the manufacturer of any device you use to access Internet Banking.

For our Banking on the go App you should also:

- keep your device secure by using appropriate software
- choose device security information that can't be easily guessed by anyone else and don't tell anyone else what your device security information is
- not allow anyone else to access your device using their fingerprint or any other biometric data
- take care not to record any security details where they can be kept automatically (eg 'save password' feature) unless we ask you to as part of our banking service
- once you've logged on to the Banking on the go App, don't leave the device unattended or let anyone else use it while you're logged in
- follow all security measures recommended by the manufacturer of the device you use to access the Banking on the go App.

It's also important to protect your account(s) by updating us as soon as possible if you change your name or contact details, and regularly checking your statements to check for anything that looks suspicious. For useful tips to help you protect yourself visit

[firstdirect.com/security-centre/phishing-fraud-cons](https://www.firstdirect.com/security-centre/phishing-fraud-cons)

We'll use the details we have to contact you when we need to eg for service and operational reasons like updates to these Terms – so it's important you keep us updated if they change. If you're registered for Internet Banking, we may contact you via our Secure Message facility. We may also make note of any phone numbers you call us from and if we really need to, try to use them to contact you if we've not been able to on the ones you've provided.

Security Details means all PINs, security numbers and passwords used to access our accounts eg via telephone banking, Internet Banking, our Banking on the go App, your debit card and any card details stored in e-wallets, on shops' websites or on devices eg mobile phones. If you've registered a card on a device, in an e-wallet or use fingerprint login with our Banking on the go App, Security Details include information used to access your card(s) and/or make payment eg passwords, security processes etc.

Security Devices are used to help protect your account eg Secure Key if you have one.

E-wallets and your devices

This section covers the use of e-wallets and devices which can store card details, be used to view sensitive payment information and make payments.

When using these you need to take reasonable precautions to stop them being accessed by anyone else eg not sharing passwords or PINs or allowing other people to access your e-wallets/devices eg by registering their fingerprint.

To protect against fraudulent use of our Banking on the go App or e-wallets and devices you use to store card details/make payments, use security information that can't be easily guessed by anyone else and keep device Security Details secret. If you don't, we may not be able to refund any unauthorised payments made using them.

If you set up your device security before storing card details or downloading our Banking on the go App, you'll need to review them and change any that may be easily guessed or that have been shared with anyone else. This includes deleting any fingerprint access other than your own – if you don't we'll treat this as you not keeping your card and Security Details safe.

It may be possible to enable some devices to make payments by linking them to another device where card details are already registered. We'll treat any device as your device if you've:

- actively paired it with another device or e-wallet registered to store card details or enabled it to make payments
- linked it to a device which has had our Banking on the go App downloaded to it.

As these will be treated as your device, you'll also need to ensure the linked device is secure as if you don't we'll treat this as you not keeping your card and Security Details safe.

You must also not start making a payment on any device if you're not in full control of it or it's not in your possession at the time. If you allow another person to use your device by allowing them to register their fingerprint in it we'll treat this as you failing to keep your card and Security Details safe.

You must remove your cards from any device or e-wallet you access from it before you:

- dispose of it eg by selling or giving it to someone else
- pass it to someone else temporarily eg for it to be repaired.

When you close an account, you'll need to delete any related card details from any device or an e-wallet you've stored them in.

If any card, PIN, Security Device, Security Details or any device used to access card details/make payments are lost or stolen, or you suspect that someone has used or tried to use them, you must tell us as soon as possible by calling us using the details on the back of these Terms. If it's suspected that your card, Security Details or Security Device have been misused, we'll ask you to help us and the police, with any investigation.

Account aggregation (seeing all your accounts with all providers in one place)

If you use an account aggregation service that isn't provided by us or another member of the HSBC Group, you may be responsible for any fraud or mistakes that happen while using it.

2.

Making payments

How to make a payment

You can ask us to make an electronic payment from your account via:

Internet Banking and our Banking on the go App – log in then enter your payment details and any relevant security information. You'll then need to confirm the details are correct, which is your agreement for us to make the payment.

Telephone banking – give us a call on **03 456 100 100**[†] and provide the security information we ask for and confirm your payment details which we'll repeat back to you. You'll then need to confirm the details are correct, which is your agreement for us to make the payment.

HSBC self-service machines – if you have a debit card, you can use it to pay in cash and cheques, check your balance and make cash withdrawals.

Post – send us a letter with all the payment details to the address on the back of these Terms. By signing the letter, you're giving your agreement for us to make the payment.

Some payment types can't be made via all the above options – you can find more information about this in our 'Give me the facts' brochure and in the rest of this section.

Just so you know, we may change the security information we ask for from time to time to help prevent fraud and keep your account as secure as possible.

When we'll make payments

We'll make a payment if you authorise it and you have enough money or formal overdraft (an overdraft we've agreed in advance) available, or we agree an informal overdraft to cover it. If you ask us to make a payment in the future, this will apply at the start of the day the payment is due (i.e. 12am). We never sleep. If there isn't enough money or overdraft available for a future Bill Payment, Standing Order or Sterling Direct Debit at the start of the day and it's due on a Working Day, we'll still make the payment if there's enough Available Balance in your account at 3.30pm. We'll always try to contact you before we decline a payment so **it's important you keep your contact details up to date.**

If it's due to be made on a non-Working Day, we'll make the payment if there's enough **Available Balance** in your account by 3.30pm on the next Working Day. If you have any questions, please give us a call.

We'll consider all the payments due that day when deciding if there's enough Available Balance to make each payment. If all your payments can't be made, we'll use as much of your account's Available Balance as possible.

Your Available Balance includes all cleared funds (including any cleared cheques) and any formal overdraft you have.

A payment can be delayed if fraud prevention checks are required.

When we won't make payments

We may not be able to make a payment if:

- any of the conditions for making the payment set out in these Terms are not met
- it's more than any limits we've set
- we believe the payment or instruction is unlawful, your account has been or is likely to be misused, there's a security or fraud risk including on the device you've used to access Internet Banking or our Banking on the go App
- we're ordered not to by a Court
- where the receiving bank doesn't accept the types of payment we can make.

Our legal eagles have asked us to say that if payments aren't made because of one of these reasons, we can't cover any loss this causes you.

When we won't make payments (cntd.)

To help prevent fraud, we may need to contact you for more security information or to re-confirm some payments eg if they're high value so **it's important you keep your contact details up to date.**

If we've left you a message, please call us back as soon as possible. If you don't, we'll only be able to make the payments we're confident we have enough information for – any we don't may be declined.

How we'll notify you if we don't make a payment

For Standing Orders, Direct Debits and cheques, we'll let you know if a payment isn't made by calling you or writing to you, although you can call us using the number on the back of these Terms if you notice one yourself. For other payments we'll let you know when you ask us to make them.

For all payment types we may be unable to let you know that we haven't made a payment and why if there's a legal, fraud prevention or security reason we can't.

When we could suspend the use of your card, telephone banking, Internet Banking or our Banking on the go App

We may ask you to return your card(s) or stop you using them including ones stored in e-wallets, on merchant devices or on your devices eg mobile phones. We may also stop you using telephone banking, Internet Banking or our Banking on the go App if:

- we have concerns about their security
- we believe they've been used fraudulently or in a way we didn't agree to
- there's a significantly increased risk you'll be unable to repay an overdraft on your account
- we have to for legal reasons
- you haven't provided identification or other documents we've asked you for.

We can also restrict or stop you using a card registered on a device or stored in an e-wallet if you've confirmed to your e-wallet provider, device manufacturer or mobile network provider that your device has been lost or stolen and they've taken steps to suspend the cards registered in an e-wallet or on a device.

If we do, we'll usually tell you why and when we're doing it in advance by calling you or writing to you, unless there's a legal or security reason why we can't. Once the issue is resolved we'll usually reinstate these services as soon as possible and automatically but if we don't, please give us a call on the number on the back of these Terms.

Things to remember about making payments

The payment systems we use send payments using the sort code and account number or IBAN (and other details if requested) of the person or organisation that you're making a payment to when sending the payment eg they won't use the person or organisation's name. It's important you check them before you authorise the payment because if they're incorrect it's unlikely your payment will get to where you wanted it to go. The bank who receives your payment will not use any other details you provide when it applies it eg the person or organisation's name.

We may set limits on payment amounts, which we'll tell you about when you ask us to make a payment. We may also have internal limits which we don't disclose for security purposes.

Before making cheque payments, you need to make sure there's enough money or available overdraft in your account. If there isn't at the start of the day when the cheque is presented for payment, we'll still pay it if you pay enough money into your account and call us to confirm you've done this before 3.30pm. If you don't do **both these things** before 3.30pm your cheque may be returned unpaid – we don't charge a fee if this happens but you may need to make the payment another way.

Payments may be delayed while we carry out fraud checks. It may take slightly longer, but it's worth it to keep your money safe.

What happens if a payment's made into your account by mistake

If we're asked by another bank to return a payment that's been paid into your account by mistake and we believe this is true we may take some or all of the payment amount from your account and return it. We'll write to you before we do, explaining what you need to do if you think this is an error. We may also stop you using this money while we do.

If the payment was received into your account more than 2 months ago we will always ask you for your agreement before we return it.

If a payment is made into your account because of fraud, we can take it back at any time. If this leads to your account either going overdrawn when you don't have a formal overdraft (an overdraft we've agreed in advance) or you going over your formal limit, we'll treat this as an informal overdraft request from you.

3. Making payments to other UK accounts

The types of payment you can make

You can make transfers between your own accounts and you can use the following UK payment options:

- **Bill Payments** – payments to another account in the UK (generally sent via Faster Payments*)
- **Standing Orders** – regular payment for a set amount to someone else's account
- **Direct Debits** – regular payment taken from your account by another party
- **Electronic Fund Transfers** – a Sterling payment to another account via the Clearing House Automated Payment System (CHAPS)
- **Priority Payment** – either an international payment or a UK payment involving a currency exchange where a Currency Account Transfer (to another UK account involving a currency exchange or in a currency other than Sterling) isn't appropriate

*Faster Payments is a scheme that helps speed up payments between banks who take part in it.

You'll need to have enough money or available overdraft in your account when your payments are due, even if you have an **Automatic Transfer** set up (see below). You can also send Priority Payments to UK accounts in other currencies.

You can ask us to make an Automatic Transfer between some of our accounts by telling us when and how often you want them to go – we'll send them at the close of business each day which is usually around 11pm. Saves you a job.

Just so you know, you can only make internal transfers from our savings accounts, all other payment types can only be made via our 1st Account.

The payment information we need from you

When you're sending a payment, we'll need:

- the sort code and account number of the person/organisation you're sending it to
- the date you want us to send it
- the name of the person/organisation you're paying – we'll also need their address for an Electronic Funds Transfer
- the amount you want to send
- any reference you want to add or they've asked for
- the reason for the payment if we ask for it.

If you don't have the sort code and account number but you've made a payment to the same person/organisation in the last 13 months, we may still be able to help you arrange the payment.

The payment information we need from you (cntd.)

For Standing Orders, you'll also need to tell us how often you want the payment to be made and for how long. Direct Debits are set up directly with the person/organisation you're paying so you won't need to tell us for these. If you're making a payment to an organisation through Internet Banking, we may already have them in our drop-down list to save you having to enter the details manually, but please still check the details are correct before you send the payment.

Payment timescales

The times shown in the table will normally start when we receive your payment request which is usually on the day you send it, unless you ask us to make:

- a Bill Payment through the Faster Payments service or a transfer to another account with us after the cut-off time on that day, we'll treat this as received on the next day
- any other type of payment on a non-Working Day or after the cut-off time, we'll treat this as received on the next Working Day
- a payment on a future date or a series of payments on future dates eg a Standing Order, we'll treat these as received on the day the payment is due or the next Working Day if it's due on a non-Working Day.

How you send the payment	How long it will take to reach the account you've sent it to, after we receive your request	Cut-off time (London, UK) for us to receive your payment requests that day
Internal Transfers	Immediate.	11.45pm.
Bill Payments	Immediate for Bill Payments to other accounts with us and/or HSBC Bank plc. Same day for other Bill Payments sent via Faster Payments. 3 Working Days for Bill Payments to a HSBC Bank International branch.	11.45pm for Bill Payments sent via Faster Payments. 11.45pm for Bill Payments for less than £50,000 sent to a HSBC Bank plc, first direct or M&S Bank account in the UK or 7.30pm if the payment is £50,000 or more. 3.30pm for all other Bill Payments.
Electronic Fund Transfers	Same day.	4.45pm.
Standing Orders	Immediate to bank accounts held with first direct and HSBC Bank plc. 2 hours to first direct and HSBC Bank credit cards. 3 Working Days to a HSBC Bank International branch. Same day for all other Standing Orders.	Telephone and Internet Banking – 2 days before the first payment. HSBC branch/post – The end of the Working Day before the first payment.

Payment timescales (cntd.)

How you send the payment	How long it will take to reach the account you've sent it to, after we receive your request	Cut-off time (London, UK) for us to receive your payment requests that day
Direct Debits	On the payment date.	We need to receive the request from the person/organisation receiving the payment by 10.30pm at least 2 Working Days before the payment date.
Priority Payments	In an EEA currency to accounts in the EEA –next Working Day. All other Priority Payments – up to 5 Working Days but may be longer depending on the country you're sending the money to.	The cut-off time will vary depending on the currency you ask us to make the payment in. Our cut-off times are: <ul style="list-style-type: none">• Euro and Sterling – 3.30pm on a Working Day• US Dollars – 6pm on a Working Day• all other currencies – please ask us for details.

Internal transfer means a Sterling transfer to another account (including a joint account) with us.

EEA means the European Economic Area i.e. all the countries in the European Union together with Iceland, Norway and Liechtenstein.

Working Day means Monday to Friday excluding bank holidays.

 Cancelling a payment

If you've asked us to send a payment immediately, it can't be cancelled. You can cancel the following payments you've asked us to send on future dates by giving us a call on the number on the back of these Terms:

Payment type	Can be cancelled up to
Transfers between your own accounts and Bill Payments	11.45pm on the day before we send the payment
Automatic Transfers	11pm on the day we send the payment
Electronic Funds Transfers	10pm on the Working Day before we send the payment
Standing Orders	11pm on the Working Day before we send the payment
Priority Payments	10pm on the day before we send the payment
Direct Debits	4.30pm on the Working Day before the payment is due to be made

What if the person I sent the payment to has switched their account to another bank?

We can usually get this information from the Current Account Switch Service so we should be able to update your instruction with the new sort code and account number automatically.

4.

Making international and currency payments

Bet you wish you were abroad right now, relaxing on a sunny beach as the waves splashed gently against your feet.

You can make payments in a foreign currency or send them abroad using Currency Account Transfers or Priority Payments.

A **Currency Account Transfer** is made to another UK account involving a currency exchange or in a currency other than Sterling.

Priority Payment means either an international payment or a UK payment involving a currency exchange where a Currency Account Transfer isn't appropriate.

These types of payment can only be made from a 1st Account.

The payment details we need

To make a foreign currency or international payment you'll need to provide us with:

- the details of the bank you're sending it to, including its SWIFT Business Identifier Code (if requested by us), address, sort code and/or national bank code (depending on the country you're sending it to)
- the account number or International Bank Account Number (IBAN) of the person/organisation you're paying (depending on the country you're sending it to)
- the name and address of the person/organisation you're paying
- your account number, name and address
- the amount you want to send
- the date you want us to send it
- any reference you want to add or they've asked for
- the reason for the payment if we ask for it.

SWIFT Business Identifier Code is a unique international bank sort code used to identify banks worldwide.

Please check the details you give us are correct. If they aren't, it may not reach its intended destination.

There's more information about what details banks use to apply payments in the 'Making payments' section.

Payment timescales

The timescales shown in the table will normally start when we receive your payment request which is usually on the day you send it, unless you ask us to make:

- a payment on a non-Working Day or after the cut-off time, we'll treat this as received on the next Working Day
- a payment on a future date or a series of payments on future dates eg a Standing Order, we'll treat these as received on the day the payment is due or the next Working Day if it's due on a non-Working Day. You can get details of the **first direct** Exchange Rate by giving us a call.

Payment type	How long it will take to reach the account you've sent it to, after we receive your request	Cut-off time (London, UK) for us to receive your payment request that day
Currency Account Transfer	Next Working Day.	The cut-off time will vary depending on the currency you ask us to make the payment in. Our cut-off times are: <ul style="list-style-type: none">• Euro and Sterling – 3.30pm on a Working Day• US Dollars – 6pm on a Working Day• all other currencies – please ask us for details.
Priority Payment	In an EEA currency to accounts in the EEA – next Working Day. All others – up to 5 Working Days but may be longer depending on the country you're sending the money to.	

EEA means European Economic Area i.e. all the countries in the European Union together with Iceland, Norway and Liechtenstein.

Working Day means Monday to Friday excluding bank holidays.

The exchange rates for international payments

If you ask us to convert a payment into a different currency before we send it, we'll use the **first direct** Exchange Rate to do this. This is a variable rate that changes frequently, so we'll confirm the current rate when you make your payment.

If you ask us to make a payment immediately, we'll confirm the exchange rate so you can accept or reject it before your payment's sent.

If you've asked us to make an international payment in the future, we'll convert your payment using the **first direct** Exchange Rate at the time your payment's sent.

If a payment we've converted into a foreign currency is returned or we can't send your payment after we've converted it, we'll convert it back into Sterling using the **first direct** Exchange Rate at that time so we can't guarantee the amount added back to your account will be the same as your original payment amount.

You can get details of the **first direct** Exchange Rate by giving us a call. If you've asked us to make an international payment in the future, you can check the **first direct** Exchange Rate by calling us on the day the payment's due and you can decide not to go ahead with it if you're not happy with the rate.

Cancelling a payment

If you've asked us to send a payment immediately, it can't be cancelled. You can cancel the following payments you've asked us to send on future dates by giving us a call on the number on the back of these Terms:

Payment type	Can be cancelled up to
Transfers between your own accounts and Bill Payments	11.45pm on the day before we send the payment
Automatic Transfers	11pm on the day we send the payment
Electronic Funds Transfers	10pm on the Working Day before we send the payment
Standing Orders	11pm on the Working Day before we send the payment
Priority Payments	10pm on the day before we send the payment
Direct Debits	4.30pm on the Working Day before the payment is due to be made

5. Payments into your account

We'll process payments into your account using the:

- sort code and account number
- Business Identifier Code (BIC)
- International Bank Account Number (IBAN)
- national bank code and/or national account number (if applicable).

How do I pay cash into my account and how long will it take?

How it's paid in	When it will show in your account and you can withdraw it	What you need to do
Over the counter at a HSBC branch	Immediately.	Complete a paying-in slip.
At a HSBC self-service machine that accepts payments in and can cash your cash	Immediately.	Depending on the machine, either enter your sort code and account number or some will accept our card (if you have one).
At a HSBC self-service machine that accepts payments in	The same Working Day, if you pay in before the cut-off time or the next Working Day if you don't. The machine will confirm the cut-off time but this is usually around 3.30pm.	Complete a paying-in slip.
Over the counter at any Post Office® branch	Immediately.	Put your card in the card reader or use a paying-in slip.
You can pay in a maximum of £1,000 at Post Office® local branches.		
At other banks if they allow you to (they may charge for this)	As soon as we receive your cash from the other bank.	Depends on their procedures.

Working Day means Monday to Friday excluding bank holidays.

Electronic payments

If we receive a non-Sterling payment for your account, we'll convert it into Sterling using the **first direct** Exchange Rate at the time we receive it. You can get details of the **first direct** Exchange Rate by giving us a call.

6. How your debit card works

Our 1st Account comes with a debit card – if you open a joint account, we'll send one to both of you.

You can use your card and Personal Identification Number (PIN) at any HSBC cash machines, self-service machines in HSBC branches, LINK cash machines in the UK, cash machines with the 'Visa' sign abroad and at Post Office® branches.

In case you don't already know, a PIN is a 4 digit code which can be used to verify your identity when use your card eg in a shop or at a cash machine (ATM).

Other providers may charge you to use their cash machines but they should always give you the option to cancel before you withdraw – you can normally find one nearby.

We set a daily cash withdrawal limit which also applies to any withdrawals you make at Post Office® branches – we'll confirm this limit when we send your card(s).


You can also use your debit card to:

- **transfer money** between your 1st Account and a savings account – give us a call if you want to set this up
- **make donations to charity** via the self-service machines in HSBC branches
- **purchase mobile phone top-ups** for 'pay-as-you-go' mobile phones at HSBC self-service machines (not available in the Channel Islands and Isle of Man).

Just so you know, charity donations and mobile telephone top-ups count towards your daily cash withdrawal limit.

Where you can use your debit card

You can use your card to make payments to shops that show the 'Visa' sign, both in the UK and abroad.

If your card displays the  symbol, you can also use it to make contactless payments up to the daily limit which we'll confirm when we send your card(s). Shops will normally show this symbol if they accept contactless payments.

If you've registered for an e-wallet or stored a card on your device eg a phone or tablet, you may be able to use this to make payments to shops who display the 'Visa' sign and accept contactless payments. It's worth remembering that different shops can have different limits for some types of payment.

You can use your debit card to authorise a payment:

- in a shop by entering your PIN into the keypad or providing a signature. You may also need to show evidence of your identity, if they ask for it. To make a contactless payment, simply remove your card from your purse or wallet (to make sure you're using the right one) and tap it on the shop's card terminal. Sometimes you might still need to enter your PIN or provide a signature
- if you're shopping online or by telephone, by providing some of your personal and card details and the 3-digit security number on the back of the card.

You may be able to authorise a card payment using a card stored in an e-wallet or on your device by following the provider's/manufacturer's procedures eg:

- at a shop's premises by holding your device eg smartphone or associated watch close to a card reader
- when making an 'in App' purchase by selecting this as your payment method.

You may also need to confirm your device security information eg via a PIN or fingerprint. If you've stored more than one card in your e-wallet or on your device, you may need to confirm which you want to use unless you've already selected a default card.

Verified by Visa

To help make payments over the internet safer, you may be asked to register for Verified by Visa. If you don't, your payment may not be authorised. Once you're registered, you may be asked to enter characters from your Verified by Visa password when you make a card payment online. You can find more information by visiting firstdirect.com/security/how-we-help-keep-you-safe

Post Office® branches

You can use your card and PIN at Post Office® branches in the UK (but not in the Channel Islands or Isle of Man) to check your 1st Account balance and withdraw cash. You can also pay-in cash and cheques using the paying-in slips and envelopes available at Post Office® branches.

Just so you know, Post Office Limited can't give financial or banking advice about your account(s) or our products and services.

The Post Office® is a registered trademark of Post Office Limited in the UK and other countries.

Using your debit card abroad

You can use your card to make payments or cash withdrawals in a foreign currency while abroad. Can we come? No? Maybe a postcard?

If you pay or withdraw cash in a foreign currency, Visa will convert this into Sterling for you and we'll take the Sterling amount from your account. If you choose to pay in Sterling, the conversion will be done by the shop or cash machine owner at whatever rate they choose to apply.

Can I cancel a debit card payment or withdrawal?

You can't cancel a cash withdrawal after you've agreed to it, or a card payment once you've authorised it.

You can cancel a regular debit card payment (also known as a 'continuous payment authority') up to the end of the Working Day before the next payment date. You can also cancel the regular payment directly with a shop.

How long it will take for money to leave your account

Transaction type	When
Card payment in the UK, Channel Islands or Isle of Man	Normally the first Working Day after the shop's bank asks for the payment.
Card payment outside the UK, Channel Islands or Isle of Man	When we receive details of the payment from Visa or the next Working Day at the latest.
Sterling cash withdrawals from cash machines in the UK, Channel Islands and the Isle of Man	Same day.
Cash withdrawals made over the counter at a HSBC or Post Office® branch	Same day.
Non-Sterling cash withdrawals at cash machines worldwide	When we receive details of the withdrawal from Visa or the next Working Day at the latest.

Working Day means Monday to Friday excluding bank holidays.

7.

How our Internet Banking works

We provide our Internet Banking free of charge and it's designed for use in the UK.

We regularly update Internet Banking to make it as easy as possible for you to use, and while it can show most of the accounts you hold with us such as sole and joint 1st Accounts, savings, credit cards etc., it can't show them all eg if you have a Personal Loan with us.

We may change the content and layout of the screens in Internet Banking without giving you notice but rest assured, we'll keep the layout as clear and accessible as possible.

You can find more information by visiting [firstdirect.com/internetbanking](https://www.firstdirect.com/internetbanking)

Accessing Internet Banking

Occasionally Internet Banking may be unavailable if we're carrying out maintenance. We'll try and give you advance notice but this may not always be possible, especially in an emergency.

We may ask you for more security details before you can access some parts of Internet Banking eg if you're changing your personal details.

You need to make sure your computer or device is suitable to access Internet Banking. We also recommend you take all reasonable precautions to ensure your computer or device is safe to use on the internet and that your log-on details are protected at all times.

Can I contact you through Internet Banking?

You can, by clicking on the 'Secure messages' link in the left hand menu and we'll always try to get back to you within 2 Working Days. That said, depending on what you need, this may not always be the best way to contact us. If there's another part of Internet Banking designed for what you need it may be quicker to contact us using that eg if you want to apply for a savings account or to arrange something that's time critical like payments, sharedealing transactions or adjusting insurance policies.

You also shouldn't use a Secure Message to let us know about the loss or theft of cards, cheques, security details etc. or to stop a cheque. For these you should always give us a call either using the number on the back of these Terms or another number we've provided for a specific service.

Will you contact me using Secure Messages?

Please check your Secure Messages regularly as we may use them to send you important information.

8.

Stay informed with Text Message Banking

We provide Text Message Banking free of charge and it's designed for use in the UK.

If you register for Text Message Banking, we'll send text messages to your chosen mobile number so it's important you tell us if this changes. Some mobile phones or network operators may not support this service.

You can arrange to have text messages for each account showing:

- a weekly mini statement which has your balance and 5 recent transactions (we stop these if you don't use your account for 90 days)
- when you have a credit or debit above a limit you set – we'll include your account balance at the time
- when your account goes above or drops below a limit you set – we'll also include details of up to 5 recent transactions. We'll send you this message every day there's activity on your account while it remains above/below the limit you've set
- if 2 or more events happen on the same day, where possible we'll send you one 'multi-event' message rather than separate ones.

We can only send each message once and we can't provide copies so please save any you might need for future reference.

You can arrange these via Internet Banking or by giving us a call using the number on the back of these Terms.

We'll let you know if there's been a problem at our end but if you don't receive your message or it's incomplete, it may be due to a fault with your phone's network operator or any you use while abroad.

Are there any charges?

We don't charge for sending you text messages but your mobile network operator may charge you to receive them.

How you make changes

You can change or cancel your messages using the link in the left hand menu of Internet Banking or by giving us a call. You'll need to let us know before 10pm if you'd like your changes to take effect the next Working Day.

You can also pause your messages when you go abroad and restart them automatically when you get home to avoid any extra charges you may get during this period.

Security precautions

Please let us know as soon as possible if you think any of your messages are wrong. Please keep your mobile phone safe and protect it with a PIN code.

Foreign phone networks may not be as secure as UK ones so if you're going abroad, we recommend you ask us to stop this service until you get back. Plus we wouldn't want to disturb your holiday sleep-in or important business meeting because of any time zone differences.

We may stop sending you text messages if we have reason to believe you're not receiving them or someone else is. We'll let you know in writing if we do this.

9.

What happens if payments go wrong?

What if I don't recognise a payment on my account?

It's important you check your statements regularly and call us as soon as possible if there's anything that doesn't look right. Internet Banking can be your new best friend and you don't even need to buy it a birthday present – pop online every week or so and review your accounts – you'll feel better for it.

If you tell us you didn't authorise a payment, we'll refund it and any related interest or charges you've paid while we investigate. If we haven't made an error, we may still allow the payment to go.

We may not refund a payment if we have reason to believe there's been fraud or your card, Security Device or your Security Details (including PINs and passwords) haven't been kept safe. We'll investigate the transaction and contact you with the results as soon as possible.

If you've not taken reasonable steps to keep your card(s), Security Device(s) eg Secure Key or Security Details eg PINs, security numbers, passwords etc. safe, intentionally or not, you'll be responsible for up to £50 of any unauthorised transactions that happened before you informed us.

We may not correct unauthorised payments if you don't tell us within 13 months of them happening.

What if I authorised a payment in advance but not the amount eg a hotel bill?

If you authorise a payment that didn't confirm the exact amount and it ends up being more than you could reasonably be expected to pay taking into account all relevant circumstances you can ask us for a refund. You'll need to do this within 8 weeks of the payment being taken from your account (in line with your rights under the Direct Debit Guarantee Scheme which you'll be shown when you set one up).

We won't refund the payment if you've agreed for us to pay it or if you've had details of the payment at least 4 weeks before it was taken from your account.

You'll need to send us any relevant information we ask you for to help us decide on if we can refund a payment. We'll confirm our decision within 10 Working Days of receiving the information we need.

The moral of this story is, it's a good idea to agree all charges before you hand over your bank details, or always check the final bill before you authorise a payment.

Tracing payments

If you ask us to, we'll try to trace and recover an incorrect payment within 2 Working Days – this may take longer for international payments.

Who's responsible for unauthorised payments or fraud on my account?

You act fraudulently.	You're responsible.
You let someone use your card, Security Device, Security Details or account.	You're responsible.
You don't (intentionally or not) use your card, telephone banking, Internet Banking or Banking on the go App in line with these Terms or the ones explained in our 'Give me the facts' brochure.	You're responsible.
You don't keep your card, Security Devices or Security Details safe.	You're responsible for up to £50.
You don't (intentionally or not) notify us of a loss or theft of your card(s), Security Devices or Security Details, or if you suspect someone has tried to use any of them.	You're responsible.

Who's responsible for unauthorised payments or fraud on my account? (cntd.)

If someone else uses your card before you receive it	We're responsible, unless you act fraudulently
If your card has been used to buy something via telephone, internet or mail order, or you've bought something via telephone banking, Internet Banking or our Banking on the go App	We're responsible, unless you act fraudulently
After you've told us your card, Security Devices or Security Details have been lost or stolen	We're responsible, unless you act fraudulently
If we haven't provided the facilities for you to tell us that your card, Security Devices or any Security Details have been lost or stolen	We're responsible unless you act fraudulently
If you've asked us to make a payment and provided the correct details	We're responsible, unless we can show the payment was received within the relevant timescales
You provide incorrect payment details (there are more details about this in the 'Making payments' section)	You're responsible

Unusual circumstances

We'll always try to act in line with our Terms but we can't be held responsible if there are unforeseen or unavoidable circumstances where we can't.

This may include times where you're unable to use an e-wallet or card details stored on a device due to a hardware or software failure unless this happens because of something we've done.

10. Writing and receiving cheques

Okay, cheques aren't so popular nowadays, but we know some of you still use them. Are you a cheque fan? Check out the information below.

How long will it take for a cheque I've written to come out of my account?

How the cheque is paid in	When the cheque comes out of your account
At a HSBC branch	Same day.
Cashed by you at a HSBC branch	Same day.
Cashed by you at a Post Office® branch (needs to be arranged with us in advance)	Usually 3 Working Days after you pay it in, depending on the relevant Post Office® branch cut-off time (the latest time it counts as being received on that Working Day).
Special Presentation – when we need to contact the bank that issued a cheque to make sure it will be paid	On the day we receive your cheque.
All other cheques	Usually 2 Working Days after the person you've given the cheque to pays it into their account.

What to remember when writing cheques

You shouldn't write a future date on a cheque as the person you're giving it to may pay it into their account before that date. If their bank accept it, we have to pay it and we can't control when this happens. We therefore recommend that you use Internet Banking or PayM via our Banking on the go App if you need to make a payment on a future date.

When you write cheques, you should:

- take reasonable precautions to stop anyone altering or forging them
- only write them in Sterling
- let us know as soon as possible if you want to stop one – we can only do this up to 1.30pm on the day we receive it for payment
- let us know as soon as possible if one is lost or stolen, or you think someone has used one without your permission.

It's also worth remembering:

- we can (but won't always) refuse to pay a cheque if the date on it is more than 6 months old
- if you're asked to write a replacement for a lost cheque, you need to cancel the original first
- the payment of cheques is subject to the rules and processes of any cheque clearing system(s) we use.

For Sterling or Euro cheque payments sent in the UK and paid in at a HSBC branch in the UK, Channel Islands or Isle of Man:

Cheques you receive – How long does it take for a cheque I've paid in to show in my account?

When the cheque shows in your account	When we recognise the cheque amount for calculating overdraft or credit interest (if relevant)	When the cheque amount is available to withdraw	The last day the cheque can be returned unpaid
The day it's paid in.	2 Working Days after it's paid in.	3 Working Days after it's paid in.	Usually 6 Working Days after the cheque was paid in* if it's from a UK bank and paid in at a UK bank. All other cheques can be returned at any time.

*A cheque can be returned unpaid more than 6 Working Days after we receive it if you ask us to, or we have reason to believe it may be fraudulent. An unpaid cheque can come out of your account anytime up to 9am, 7 Working Days after we receive it.

Working Day means Monday to Friday excluding bank holidays.

If you pay a cheque in after 3.30pm, we'll treat it as being received on the next Working Day.

If you pay in a cheque at a Post Office® branch before their cut-off time (the latest time they'll accept it for that Working Day), we'll receive your cheque on the next Working Day. We'll process it in line with the above timescales from the day we receive it from the Post Office®.

If you pay a cheque into your account and you're more than 3 Working Days into the process of switching to another provider, we'll send your new provider the cheque amount 4 Working Days after you paid it in.

If you're likely to pay cheques into HSBC branches in the Channel Islands or Isle of Man, it's worth remembering we'll start processing them on the Working Day we receive them in the UK.

What if a cheque I've paid in is returned?

If a cheque is returned unpaid or 'bounces' we'll take the cheque amount from your account. If this leads to your account either going overdrawn when you don't have a formal overdraft (an overdraft we've agreed in advance) or going over your formal limit, we'll treat this as an informal overdraft request from you.

Can I pay in cheques made payable to someone else?

You can if they've signed the back although we may ask for other details before we accept it. A cheque marked 'account payee only' or 'not transferrable' can only be paid into the account of the person it's payable to. Try saying that fast...

Can I pay a foreign cheque into my account?

You can. We'll either 'negotiate' it or send it for 'collection' – we charge a fee of £7 for cheques up to £250 and 0.5% (min £10 max £50) for cheques over £250.

Negotiation of a foreign cheque

We'll convert the cheque amount at the **first direct** Exchange Rate on the day we receive it and pay it into your account on that day. We'll confirm the exchange rate and any fees in writing.

If a foreign cheque is returned unpaid, we'll take the cheque amount from your account. If the cheque was converted into another currency, we'll convert it back using the **first direct** Exchange Rate at the time so we can't guarantee the amount that comes out of your account will be the same as the amount originally paid in.

Collection of a foreign cheque

We'll collect the cheque amount from where it was issued before we pay it into your account. We may also delay paying the money into your account until we're confident it won't be returned unpaid.

We'll then convert the cheque amount we receive into Sterling before we pay it into your account. We'll use the **first direct** Exchange Rate at the time so we can't guarantee this will be the same as the rate on the day we received the cheque.

You'll need to sign the back of the cheque using exactly the same name given on the front.

11.

Things to remember about joint accounts

Taking out a joint account with someone is a significant step. Before you do, it's important you understand that how they manage their finances could affect your financial future.

Any joint account holder can ask us to make or stop payments, apply for an overdraft (1st Account only), ask for information about the account and/or close the account, unless you tell us not to.

We'll also send each joint account holder a statement and provide either with any information about the joint account, again unless one of you tells us not to.

If we convert a sole account into joint names, any joint account holder(s) will have access to information from any point in the account history, including when it was in sole names.

Just so you know, we can ask either joint account holder to repay an overdraft on a joint account in full as both parties are equally responsible.

Joint account disagreements

Until a disagreement on a joint account is resolved, we'll need any instructions including payments, withdrawals and account closures to come from both of you.

We may also suspend your Internet Banking and/or ask you to destroy any card(s) and/or cheque books you have.

What happens if one of the joint account holders dies?

First things first, we'll do whatever we can to help. We can accept confirmation of the death via a call or by post and once we have this we'll transfer the account into the name of the remaining joint account holder. This is subject to any rights we, or another person eg a beneficiary of a will may have.

We won't convert a joint account into a sole account unless one of the account holders dies.

What if one of the account holders isn't capable of managing their account?

If we receive notice that one joint account holder has become mentally incapable, we won't allow any new withdrawals, payment instructions or account closure instructions from that time.

We'll then only be able to make payments that were authorised before we were notified, until an appropriate representative (eg an Attorney or Receiver in the UK or a Curator in Jersey) is appointed to act for them. Once again, we'll try to help as much as we can.

12.

When you'll receive statements

If you have an account that offers paper statements, we'll post you one at least every 12 months but if there's a transaction in a month you're not due a statement, we'll send you one free of charge if you ask us to.

You can also view your Account Balances and statements, pay bills, transfer money and manage your payments anytime using our Internet Banking service.

It's really important you check your statements, balance and any overdraft usage regularly so you know what's happening and can spot anything unusual. If you've opted to view your statements online, you'll need to log-on to Internet Banking or our Banking on the go App at least every 60 days or we'll need to start sending you paper versions instead. We won't change your preferences, but we'll continue sending you paper until you and any joint parties view them online.

Your **Account Balance** can include payments that are still being processed eg card payments, uncleared cheques (while we're still confirming if they'll be paid by the bank they're from) and doesn't include any formal overdraft (an overdraft we've agreed in advance) you have.

If you're worried about your finances, please give us a call on the number on the back of these Terms and we'll try to help.

13.

When and how we'll make changes to interest rates, charges and these Terms

We can change interest rates, our charges (or introduce new charges), eligibility requirements, benefits and these Terms at any time. We'll do this if we reasonably believe the change is to your advantage or is needed for any one or more of the following reasons or if we expect one or more to apply in the near future:

- to respond proportionately to changes in law or decisions of the Financial Ombudsman Service
- to meet our regulatory requirements
- to reflect new industry guidance and codes of practice
- to respond to the making of a relevant recommendation, requirement or decision of any Court, ombudsman, regulator or similar organisation
- so we can make reasonable changes relating to the way in which we manage the account resulting from changes to the technology or systems we use including introducing new services or facilities or replacing an existing service or facility with a new one.

Other reasons we might change interest rates

We can also change the interest rate (both credit interest and Overdraft Interest) at any time:

- to respond proportionately to changes in the Bank of England base rate, other market rates, indices or tax rates
- to proportionately reflect other legitimate costs of providing your account(s) eg funding costs.

We can also change the interest rates for any other valid reason.

We won't change any interest rate we've agreed will apply for the term of a fixed rate account.

Other reasons for changing charges

We can also change charges at any time to proportionately reflect legitimate increases or reductions in the costs of providing the account, services or facilities (including our funding costs).

We can also change charges for any other valid reason.

When we can change our exchange rates

We can change the **first direct** Exchange Rate that applies to international payments at any time and without giving you prior notice.

When we can change interest rates, charges, eligibility criteria and other Terms for reasons not shown in this section

We can make any change as long as we give you advance notice and give you the chance to close your account or end a relevant service free of charge before it happens.

We need this flexibility so we can provide accounts over a long period of time as it's difficult to anticipate all the possible circumstances we might need to change the way the account works.

How we'll tell you about changes to a variable credit interest rate

If we introduce credit interest or increase an interest rate we'll contact you within 31 days of the change and we'll also show this information on our website.

If we reduce the rate of credit interest or remove it we'll contact you to give at least 2 months' notice.

How we'll tell you about changes to Overdraft Interest

If we're reducing the Overdraft Interest rate we'll contact you within 31 days of the change and we'll also show this information on our website.

If we're increasing the Overdraft Interest rate we'll contact you to give at least 30 days' notice and we'll also show this information on our website.

How we'll tell you about changes to charges

Overdraft charges

If we increase or introduce new overdraft charges, we'll contact you to give at least 2 months' notice.

If we reduce overdraft charges we'll contact you within 30 days of the change.

Other charges

If we change charges shown in these Terms or introduce new ones, we'll contact you to give at least 2 months' notice.

How we'll tell you about other changes

If we make changes to account benefits, eligibility requirements, terms and conditions relating to set-off or cheques, we'll contact you to give at least 2 months' notice if the change is disadvantageous. If it isn't, we'll contact you within 30 days of the change.

If we make changes to any other Terms, we'll contact you to give at least 2 months' notice.

How we'll tell you about changes to the payment information in our Give me the facts brochure

Throughout these Terms we refer to our Give me the facts brochure which has more information about making payments, us, who we're regulated by and how to make a complaint.

If we make changes to Give me the facts, we'll contact you to give at least 2 months' notice.

What you can do if you don't like a change we've made to interest rates, charges or our Terms

If we give you advance notice that we're going to make a change to the Terms or the Give me the facts brochure, you can close your account without charge within 2 months of the date of any advance notice to you or, if longer, up to the date the change is due to happen.

If you don't tell us that you want to close your account, we'll assume you've accepted the change and it will take effect automatically.

14. Credit interest

We pay credit interest without tax being taken off. We'll start to calculate this on payments as soon as we receive them into any accounts that pay credit interest.

15.

How to close your account

What we mean by a 'cooling-off period'

For all accounts covered by these Terms except our Fixed Rate Savings Bond, you have a 'cooling-off' period for 14 days from the day after you receive the Terms when you can close your account free of charge. You can do this by sending us a Secure Message via Internet Banking or by giving us a call or by writing to us – our contact details are on the back of these Terms.

If you close your account within the cooling-off period, we'll return any money you've put in it, pay you any credit interest you've earned and ignore any charges (apart from any transaction fees you've already paid that relate to when your account was open) and/or notice period that would normally apply. If you cancel a savings account, we'll repay the balance and any interest to your 1st Account unless you ask us to pay it into another account with us.

This may seem obvious, but if you don't close your account within the cooling-off period, it will stay open until it's closed by you or us.

How you can close your account

You can close your account at any time by sending us a Secure Message via Internet Banking, giving us a call or by writing to us at the address on the back of these Terms. We won't pressure you to stay but we'll be sad to see you go.

When we can close your account

We can close your account without giving you advance notice if you've seriously and/or persistently broken any of the Terms, including if we have reason to believe:

- you're acting or allowing someone else to act illegally
- your account is being used for an illegal purpose
- you may be acting fraudulently
- you've behaved inappropriately to us eg you shout or threaten our staff (believe it or not it happens)
- you weren't entitled to open it
- you haven't repaid any borrowing in line with our request
- you haven't provided us with information we need to meet our regulatory obligations
- keeping it open may cause us or another HSBC Group company to break a law or the rules and regulations we follow.

We can also close your account for any reason but we'd always give you at least 2 months' notice before we do.

If we stop providing the type of account you hold with us, we may need to move you to a different one so it's important your contact details are up to date in case we need to let you know about this.

When we can close a fixed term account

We can close a fixed term account for any of the above reasons or by giving you at least 2 months' notice if you don't tell us about changes to your details/circumstances or meet relevant tax requirements or we believe it's necessary to meet laws or regulations. There's a more detailed explanation about the information you need to provide in section 17.

If we close your fixed term account, we'll pay you interest up to the date of closure, then pay your money into your 1st Account unless you've asked us to send it somewhere else.

What happens when your account is closed

If you close your account, any outstanding charges and interest will be charged before we send you the balance.

If you switch your 1st Account to another provider using the Current Account Switch Service, any outstanding charges and interest will be charged before sending the balance to your new account. If someone tries to make a payment into your account after it's closed and any Current Account Switch Service redirection period has come to an end, we'll do our best to return the payment to them.

If you close your account you'll need to:

- destroy any card(s) or unused cheques by cutting them into at least six pieces then throwing them into a volcano. Okay, we made up the second part. Don't actually do that, it's dangerous
- cover the cost of any card or cheque payments you authorised on your 1st Account including any related charges
- if you've registered a card in an e-wallet or on a device, you'll also need to delete the card details from these.

If you close your account but don't use the Current Account Switch Service, you'll also need to cancel payments into and out of your account. If you don't, you may miss one or more of them which could affect your credit rating.

16. Using money in one account to pay off another (aka 'set-off')

Under normal circumstances we'd never have reason to touch your money. But in extreme cases, where you owe us money on another account eg an overdraft, loan, credit card etc. we can use the money you have with us to reduce or repay any money you owe us.

We can use set-off to repay any accounts you hold in your own name or in joint names. Any you hold in joint names can also be used to repay accounts held in the sole names of either party.

We can also use set-off to repay any sole or joint accounts you hold with any HSBC Group company worldwide unless there are legal reasons why we can't.

When we can't use set-off

We can't use set-off against any money in your account that you need to cover essential living expenses or important debts eg a mortgage. We also can't use set-off against money you've received from an official body for a specific purpose eg your local authority or where you're under a legal obligation to use it for something.

What happens if we use set-off

If we use set-off:

- we'll provide information about our rights and how we plan to use them in advance
- we may convert any balance that's in another currency into Sterling using the **first direct** Exchange Rate at the time
- we'll also confirm when we used set-off and the amount that will come out of your account.

17.

How we use and protect personal information

Just so you know, when we refer to the HSBC Group, this includes **first direct** which is a division of HSBC Bank plc. HSBC Group and any member of the HSBC Group means HSBC Holdings plc, and/or any of its affiliates, subsidiaries, associated entities, branches and offices.

Personal information means information that can identify either you or a Connected Person.

A **Connected Person** is a person or entity you have a connection with that's relevant to your relationship with us eg anyone you send a payment to, anyone who operates an account for you, anyone entitled to money in your account(s) etc.

We'll only use and share personal information as explained in this section, where we have your agreement, if we have a legal obligation or public duty to, or where there's another legitimate reason for doing so.

How we collect personal information

Members of the HSBC Group may collect, use and share personal information including details about you, your transactions, how you use your products and services and your relationships with the HSBC Group.

We or other members of the HSBC Group may collect personal information or have it collected for us from you, someone acting for you or from other sources eg credit reference agencies. It may also be combined with other information available to us and to other members of the HSBC Group.

How we use personal information

We may process, transfer and/or share personal information to:

- provide Services
 - manage your transactions
 - meet Compliance Obligations
 - perform Financial Crime Risk Management Activity
 - collect money you owe us
 - carry out credit checks and get/provide credit references
 - enforce/defend the rights of a member of the HSBC Group
 - meet our internal requirements eg product development, insurance, audit, credit/risk management etc.
 - maintain our relationship with you including marketing and market research (if you agree to them)
 - confirm your identity.
-

Who we'll share personal information with

When we use personal information as set out above, we may share it with:

- any member of the HSBC Group, anyone who provides services to them or their agents
- any Authorities
- anyone acting on your behalf, or that you send a payment to eg beneficiaries, intermediaries, other banks, clearing and settlement systems etc.
- fraud prevention agencies, trade associations, credit reference agencies and debt recovery agents

Who we'll share personal information with (cntd.)

- any broker, introducer or referrer we provide/receive information to/from eg price comparison sites
- anyone in connection with a reorganisation, sale or acquisition of any HSBC Group member's business
- anyone we use to provide Services to you
- other parties for marketing purposes (if you agree to this).

Any party receiving personal information may also process, transfer and share it for the purposes set out above and they may be in countries where data protection laws don't provide the same level of protection as the UK.

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

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

Authorities includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, Court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the HSBC Group.

Compliance Obligations means obligations of the HSBC Group in line with:

- laws, international guidance and internal policies or procedures
- any request or demand from Authorities, or where we need to disclose information
- the need to check the identity of our customers.

Services means:

- opening, maintaining and closing accounts with us
- providing credit, other banking products, services, associated benefits, processing applications and assessing eligibility
- maintaining your relationship with us and any member of the HSBC Group including marketing, market research, insurance, audit and administration.

Tax Authority means UK or foreign tax, revenue or monetary authorities eg HM Revenue & Customs.

Preventing financial crime eg money laundering, fraud etc.

Members of the HSBC Group may carry out Financial Crime Risk Management Activity which could lead to us delaying or refusing to process a payment, following your instructions or providing some Services.

No member of the HSBC Group can be held responsible for any loss due to them carrying out Financial Crime Risk Management Activity.

Financial Crime Risk Management Activity means action we take to meet Compliance Obligations relating to the detection, investigation and prevention of Financial Crime including:

- screening, intercepting and investigating any communication, application for Services or payment
- investigating the source of money or who it's sent to
- combining personal information with other related information held by the HSBC Group
- making further enquiries about the status of a relevant person or entity to confirm their identity or status, or if they're subject to sanctions.

Financial Crime means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions and any attempts to break or circumvent laws relating to them.

The information you need to provide

You need to tell us about any changes to the personal information you've provided to any member of the HSBC Group as soon as possible, ideally within 30 days.

If we or any member of the HSBC Group ask you for personal information, you need to provide it as soon as possible.

You're responsible for meeting your relevant tax obligations (and Connected Persons are responsible for meeting theirs) relating to the Services provided by any member of the HSBC Group, eg paying tax and filing tax returns in all relevant countries.

If you're providing any information to a member of the HSBC Group about a Connected Person, you need to have their agreement for their information to be processed, transferred and shared as set out above, and tell them that they can access and correct their information if they need to.

Some countries' tax laws may apply to you, even if you don't live there or you're not a citizen. Neither us or any other member of the HSBC Group can provide tax advice or is responsible for any of your tax obligations relating to Services we provide. If you're in any doubt or you have any questions, we recommend you seek independent legal, tax or other relevant advice.

What happens if you don't provide information or agree to how we use it

If you don't provide personal information when we ask for it, or agree we can share, transfer or process it in line with these Terms (not including for marketing or market research), or if a member of the HSBC Group suspects Financial Crime, we may:

- be unable to provide all or part of the Services to you and may decide to end our relationship with you
- take necessary steps for any member of the HSBC Group to meet their Compliance Obligations
- block or close your account(s).

If you don't give us details and/or documents about your tax status relating to you or a Connected Person when we ask for it, we may have to make our own decision about your tax status. This may lead to us having to withhold money as well as reporting personal information and paying money to a Tax Authority.

How you can see the information we hold about you

If you'd like a copy of the personal records we hold about you, just let us know by writing to us using the details on the back of these Terms. The current fee is £10 per request per person.

Credit reference and fraud prevention agencies

When you apply for a 1st Account or credit, we may use your credit history to decide if we can accept your application.

Credit reference agencies record details which may form part of your credit history, even if you decide not to proceed. If you make several applications in a short period, this may temporarily affect you being able to get credit.

We may also share the following information with credit reference agencies:

- about how you manage your 1st Account(s) or borrowing eg if we return a cheque or other payment because you don't have enough money in your account or available overdraft
- if we ask you to repay a debt and you don't do this, or make acceptable repayment proposals within 28 days and keep to them, unless there's a genuine dispute about the amount owed.

This may affect you being able to get credit.

Credit reference and fraud prevention agencies (cntd.)

If you make a joint application for an account or credit, a 'financial association' may be created by credit reference agencies, which links your financial records with the other applicant(s). If they do, the credit history of your 'associates' may be considered when you make future credit applications. This association will continue unless you successfully file a 'notice of disassociation' with the credit reference agencies.

You can get more details about the information held by credit reference and fraud prevention agencies by visiting firstdirect.com/legals/credit-scoring or if you prefer a paper copy, call us or write to us at the address on the back of these Terms.

Do you store information on my computer or device?

We may store and access information on your computer or device when you use it to access HSBC Group websites to help improve your experience, functionality, and the security/performance of our websites. We'll also do this to provide you with relevant marketing when you use the internet, and to help us understand how you use and/or arrive at our websites.

If you receive emails from or on behalf of the HSBC Group, they may include technology to help us understand if you open the emails and use links in them. For more information on our cookie policy, website terms and privacy statement visit firstdirect.com

Other ways we use your information

Because we want to make sure we're doing a good job calls may be monitored and/or recorded, we hope you don't mind.

We may make and keep copies of identification you provide. If you change your mind about receiving marketing information or being part of market research, please let us know via Internet Banking or by calling us using the details on the back of these Terms.

If you call us, we may monitor and record your telephone or video call to keep an accurate record of your instructions to us, improve our service and in the interests of security. We may collect, store and analyse recordings of your voice to generate a 'voice print' that's unique to you, and use this voice print to identify you when you call us and to combat fraud. If you allow another person to operate your account eg give them Power of Attorney, we may also generate a 'voice print' for them if they call us, and we may ask you to inform them of this.

18.

What happens if we transfer your account to another provider

Can you transfer my account to a different bank?

We can transfer all our rights and obligations relating to your account(s) to another provider if we decide to no longer offer that type of account. We'll only do this where we're confident they can offer an equal service and are authorised or recognised by our regulator as being able to accept deposits.

This won't reduce any of your rights relating to your account(s).

We'll try to give you as much notice of this as possible so it's important you keep your contact details up to date.

Can I transfer my account to another person?

You can't transfer your account or any of your rights and obligations for it to anyone else.

19.

When your account can be suspended or have money taken from it

Court Orders

We may have to follow the conditions of any Court Order or Order from the Child Maintenance and Enforcement Commission we receive. This could mean we have

to allow money to be taken from your account which may lead to other payments not being processed or some being returned.

If we receive a bankruptcy petition, sequestration order, Debt Relief Order or Individual Voluntary Arrangement (IVA) against you in the UK we'll:

- stop you from making payments via telephone and Internet Banking
- ask you to destroy any card(s) and cheque books we've issued to you
- only be able to make payments from your account via a Court Order.

If your account is inactive for more than 12 months

If you haven't used your account for 12 months or more, to protect against fraud we may suspend it meaning no payments can be made in or out. We'll give you 2 months' notice before we do unless we're concerned that not suspending sooner could risk the security of your account.

If your account is inactive for more than 15 years

We take part in the Government's unclaimed assets scheme. This uses money held in dormant accounts to benefit local communities as well as social and environmental projects. If there's been no activity from you for at least 15 years on any account, we may transfer the balance to the scheme. This includes any accounts we've closed for you but haven't been able to repay the balance.

If we do, we'll tell you at least 30 days before and close the account. If this happens, you'll still be able to reclaim your money and it will still be covered under the Financial Services Compensation Scheme.

For more information visit mylostaccount.org.uk

20.

How to make a complaint

Your views are important to us. Really. If we've done something wrong or you're disappointed in our service, we'd like to know about it.

If our service isn't what you expected or we make a mistake, please get in touch using the details below. We'll investigate, try to put things right as quickly as possible and take steps to avoid it happening again.

If you prefer to talk, please give us a call on **03 456 100 100**[†] and we'll be happy to help.

[†]Text-phone **03 456 100 147** or if calling from abroad **+44 113 234 5678** (Text Relay **+44 151 494 1260**). Because we want to make sure we're doing a good job calls may be monitored and/or recorded, we hope you don't mind.

If you like to use tech, the most secure way is to send us a **Secure Message via Internet Banking** but you can also email us at: **24hours@firstdirect.com**. Email isn't 100% secure so don't include your account details but we'll need your name, address and contact number to match it to your account.

If you're the traditional type, you can write to our Customer Relations Team at **first direct**, 40 Wakefield Road, Leeds, LS98 1FD.

If we can't resolve your complaint within 8 weeks, or you're not satisfied with our response, you can take your complaint to the Financial Ombudsman Service but you'll need to do this within 6 months of our final response. The Financial Ombudsman is a free, independent service that looks into disputes between financial businesses and their customers. For more information visit **financial-ombudsman.org.uk** or call them on **0800 0234567** or **0300 1239123**. If you prefer you can email them a complaint directly at **info@financial-ombudsman.org.uk** or write to them at The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

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

Your statutory rights

Nothing in the Terms reduces your statutory rights including your rights relating to misdescribed accounts or services, the fairness of the terms on which they are provided to you, our responsibility to perform the services with reasonable skill and care, any rights you may have to close your account(s) and/or claim compensation. You can get more information about your statutory rights by contacting your local Trading Standards Department or the Citizen's Advice Bureau.

The laws that apply to these Terms

The laws of England and Wales apply to these Terms and our dealings with you until the time your account is opened including how we managed the process of opening your account. You can take legal proceedings against us in the UK or in the country where you live.

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

Thank you and goodnight.

Interesting T&Cs fact: The Italian for terms and conditions is '*termini e condizioni*', which sounds really very tasty. Extra Parmesan on ours, please.

Notes

Notes

firstdirect.com
03 456 100 100[†]
40 Wakefield Road
Leeds LS98 1FD

Member HSBC  *Group*

If you'd like this document in another format eg large print, Braille or audio, please give us a call. For more information about how we make communicating with us accessible visit firstdirect.com/accessibility

[†]Text-phone **03 456 100 147** or if calling from abroad **+44 113 234 5678** (Text Relay **+44 151 494 1260**). For more information on contacting us via BSL video relay service - visit firstdirect.com/contact-us. Because we want to make sure we're doing a good job calls may be monitored and/or recorded, we hope you don't mind.

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