

first direct

first direct
Credit Card Terms

Credit Card Agreement regulated by the Consumer Credit Act 1974.

This agreement is made up of the key terms and the additional terms.

Key Terms

How much can you borrow?

You can borrow up to the credit limit. We will confirm your credit limit after we have signed the agreement. If we change it later, we will tell you before we make the change.

How much do you have to pay each month and when?

We will give you a statement each month showing the minimum payment for that month (we may not give you a statement if you do not need to make any payment).

The minimum payment will be the higher of:

- A. The sum of (a) interest for the period from the last statement, (b) any default charges and (c) 1% of the full amount you owe as shown on your monthly statement (not including interest and default charges).
- B. 3% of the full amount you owe as shown on your monthly statement (including interest and charges).
- C. £5.

For example, if the amount you owe on the statement date is £450 including £15 interest and £12 charges, A will give the highest amount so the minimum payment will be £31.23 (£15 (interest), £12 (charges) and £4.23 (1% of £423)). (B would be £13.50 (3% of £450)).

If you owe less than £5 you must pay the full amount you owe (e.g. if you owe £2.50 that will be the minimum payment).

The minimum payment must reach us by the due date shown in your statement. This will be 25 days from your statement date. You can always pay more than the minimum payment to reduce the amount of interest you have to pay. Information about how to make sure payments reach us on time is on the back of the statement.

You must also pay immediately the amount of any missed payments and the amount you owe above the credit limit. If you pay by Direct Debit we will collect these amounts with your minimum payment if you have not paid them already.

You can ask us to collect payments for you (e.g. by Direct Debit). You can choose how much you want to pay each month as long as it is not less than the minimum payment. You must try not to pay into the account more than you owe us. We will refund any credit on your account. We will not normally allow you to spend it.

How much does it cost to borrow?

Standard rates and charges

The standard rates and charges that apply are set out on the reverse of the cover letter enclosing your card.

We charge interest from the date each transaction or charge is added to your account until the amount you owe us has been repaid in full. We work out interest on a daily basis and add it to the account on your monthly statement date. If you pay at least the minimum payment each month you will pay off all the interest added to the account that month but, if you don't, we will charge interest on that interest as well as on transactions added to your account.

There are two exceptions to this. We do not charge any interest on default charges. We also do not charge interest on any purchases shown in a statement if you repay the full amount you owe us on that statement date by the next payment due date.

This means that if, for example, you repay in full the amount shown in your July statement by the payment due date in August, we will not charge interest on any purchases added to your account and shown in your July statement. However, even if you don't use your account at all after the July statement date, there may still be 'trailing' interest shown in your August statement. This will be interest we have charged:

- on any cash advances or balance transfers in your July statement (because we always charge interest on cash advances and balances transfers); and
- on any amounts carried over from your June statement.

We also charge interest on trailing interest so even if you pay the trailing interest in full in September we may charge further interest on the account.

Non-sterling transaction charges

Transaction type	Charges added to the account with the transaction	Exchange rates for the date the transaction is converted into sterling
Purchase and Cash or cash related payment	2.99% of the transaction in sterling (minimum charge for cash or cash payment £3). These charges are in addition to other charges (for example a cash transaction in Euro will have two charges).	The card schemes use wholesale market rates. You can find the current exchange rates by visiting www.visaeurope.com/making-payments/exchange-rates or www.mastercard.com/global/currencyconversion

Default Charges

Reason	Charge	Added to the account
For paying late	£12	Up to 4 days after the date you should have made the payment.
For going over the credit limit (even if we permit it)	£12	When you go over the limit
For payments which are returned unpaid	£5	When your bank tells us it can't make the payment
For enforcing repayment, including legal and tracing costs	Our reasonable costs	When we apply for enforcement

Can we change the cost of borrowing or any other terms?

Changes to terms that are personal to you

If we change our view of your ability to repay us because of information we get from credit reference agencies or the way you manage the account (for example because you often pay us or other lenders late), we may change the rates that apply to you (unless we are aware that you're at risk of financial difficulties) and we may reduce your credit limit.

Other changes to the credit limit

We can increase your credit limit, but you can tell us if you do not want it. You can also ask us at any time to consider increasing your credit limit, or tell us that you would like a lower credit limit, or that you do not want to receive any future credit limit increases.

Changes to rates, charges and other terms for particular reasons (including the terms about how we use Your Information)

We may also:

- increase or decrease rates and charges to take account of an actual, or reasonably expected, change in the interest rates we have to pay for example as a result of a change to the Bank of England Base Rate; or
- increase or decrease our rates and charges and change any other terms to reflect an actual, or reasonably expected, change in our underlying costs or in law or regulation or to our way of doing business, including the introduction of new technology; or
- change any term to reflect any other actual or reasonably expected change that affects us if it is reasonable for us to pass the impact of the change on to you; or
- if you are employed by us, change the interest rates and charges to our standard rates and charges when your employment ends (except if you retire).

Any change we make will be reasonably proportionate to the impact of the underlying change on us. We will not make changes to cover the same cost twice.

Other changes

As this agreement has no fixed end date, we may also change rates and charges and other terms (including the terms about how we use Your Information) for reasons that we cannot predict at the outset.

Telling you about changes

At least 30 days before we make any change we will tell you about the change and how it will affect you. We will do this by including a message in your monthly statement, by writing to or emailing you separately or by sending you a mobile message or message using any secure storage facility we provide online.

Your rights when we tell you about changes

If you do not want to accept any change we tell you about, you can end the agreement without charge (in fact you can end the agreement at any time). The change will still apply until you have paid everything you owe us. However, if the change is an increase to an interest rate, you can repay what you owe us at the unchanged interest rate if you tell us within 60 days of notice of the increase that you do not want to accept the higher rate.

When will the agreement begin and end?

The agreement will begin when we have opened the account linked to your card. The agreement does not have a fixed end date but you and we can end it as explained below. You will normally be able to use the account when we have sent you a card.

How can we use information about you?

We set out under “Your Information” the terms that apply to the way we use information about you.

Can you make a claim against us where you have a claim against a supplier?

If you purchase any item of goods or services costing between £100 and £30,000.00 using credit under this agreement you may have a right of redress against us as well as the supplier if, for example, the goods fail to arrive or are not of satisfactory quality or the supplier made a representation which you relied on about the goods which was not accurate.

However, if you have a dispute with someone else over a transaction, you must keep making payments to us while you are resolving it.

What could happen if you miss payments?

Missing payments could make it more difficult to obtain credit and result in legal action or bankruptcy proceedings to recover any debt owed under this agreement.

Additional Terms

1. Who can use the account and how?

- 1.1 You, and any person you have asked us to give an additional card to, can use the account for the following types of transaction:
- (a) To make a purchase.
 - (b) To obtain cash or make a cash related payment (such as buying travellers cheques or foreign currency, placing a bet (or for some other gambling payment), purchasing money orders or transfers made at your request). We will tell you if there is a limit on the amount of cash you can withdraw each day.
 - (c) To make a balance transfer by asking us to send a payment from your account to reduce or repay an amount you owe to another lender. We do not normally allow you to transfer a balance from another lender in the HSBC Group (we will tell you if this is the case when you ask us to make the payment). You must tell us at least 3 working days before you want us to make a balance transfer.
- 1.2 We will cancel an additional card when you tell us to. We do not have an agreement with any additional cardholder so we cannot give them any information about the account and you are responsible for use of the account by an additional cardholder, including any use that makes you break this agreement. For example if an additional cardholder makes a payment that takes the amount on the account over the credit limit you will be liable.

2. How do you authorise payments?

- 2.1 When you, or an additional cardholder, make a transaction it must be authorised before we can charge it to your account. You or the additional cardholder will need to provide the card or the card number and will be told the additional steps needed to authorise the payment (except for some low value contactless payments). This could be by signing a paper or electronic document, by using the personal identification number (or PIN), biometric data (such as finger print) or other security details we may agree from time to time.
- 2.2 If the card, card number and PIN, biometric data or other security details have been used we will assume the transaction has been authorised by you or an additional cardholder. You must therefore tell us immediately if you do not recognise a transaction charged to your account and shown in your statement. You and additional cardholder must not:
- (a) use the card or account for any illegal purpose (or allow anyone else to do so); or
 - (b) go over your credit limit.
- When working out whether a transaction you want to make is within your credit limit, we take account of transactions which we have already authorised but have not yet charged to the account. For example, if you have £150 left within your credit limit and we give a hotel authorisation for a payment of £100, we may not allow more than £50 to be spent on the account until the authorisation is cancelled.
- 2.3 If you, or an additional cardholder, allow someone else to use a card or the card number, you will be liable for all transactions they make until you tell us that the card may be misused using the contact details set out below. You will not be liable for (and we will immediately refund) any other transactions not authorised by you or an additional cardholder, including transactions made with the card or card number remotely (for example by the Internet, phone or mail order).

3. **When will we give refunds for payments you have authorised?**

- 3.1 If a retailer gives you a refund for a purchase we will only credit it to the account when we receive details from the retailer. Until then we will charge the relevant rate of interest on the purchase.
- 3.2 Where you, or an additional cardholder, authorise a payment but the amount of the payment is not known (e.g. if the card is used to pay a hotel bill but the amount of the payment is not known until check out) then, if the payment charged to your account is higher than reasonably expected, you can ask us to make a refund of the amount charged to your account, as long as you do this within 8 weeks of the date that the payment was charged to your account. If you do this, we may need to ask you for information to help us find out what happened. If you are entitled to a refund, we will make it within ten days of the date that we have all the information we need to make a decision.
- 3.3 You can't ask for a refund where you or the additional cardholder gave consent for the transaction directly to us and we or the retailer provided information about the transaction (or made it available) at least four weeks before the payment was made.
- 3.4 If you give us the wrong details for a balance transfer or cash related transaction, or we can show that the bank we made the payment to did receive it, we won't have to give you a refund but we will help you to recover the money (we may charge a fee to cover our costs).

4. **Can you stop payments you have authorised?**

- 4.1 You can cancel payments which are due to be made on a future date (for example, if you set up a regular payment) by contacting us by the end of the business day before the payment is due to be made (normally 5pm). You must also contact the retailer to tell them you have cancelled the payment.
- 4.2 You cannot cancel any other transaction after you or an additional cardholder have authorised it (for example, it's not possible to cancel a cash withdrawal or payment for goods or services provided at the time of payment).

5. **Can we refuse to authorise a transaction or suspend your right to use the account?**

- 5.1 We may refuse to authorise a transaction and cancel or suspend use of the account and refuse to replace or reissue a card if authorising the transaction would cause a breach of this agreement or put us in breach of any legal requirements that apply to us or we reasonably:
- (a) believe that there is a significantly increased risk that you may not be able to repay the amount you owe us (this could be because of the way you manage this account or other accounts you have with us, information we get from credit reference agencies or us finding that you are bankrupt or have made an arrangement with your creditors);
 - (b) suspect fraudulent or unauthorised use of the account;
 - (c) consider it necessary for the security of the account or card;
 - (d) suspect that you, any additional cardholder or third party has committed or is about to commit a crime or other abuse in connection with use of the card or the account.
- You may be asked for further information, including verification of your identity, when we are asked to authorise a transaction.

- 5.2 We will tell you if we refuse to make a balance transfer but, for other transactions, you will usually find out if we have refused a transaction because you will be asked for payment by another card, cheque or cash. We will tell you why we have refused the transaction (unless the law prevents us) if you call the contact details below.
- 5.3 We are not responsible if a retailer or supplier refuses to accept your Card.

6. How do we apply payments?

- 6.1 If the amount you pay in a month is less than the full amount you owe, we will apply the amount you pay in the following order:
- (a) any unpaid arrears or amounts over the credit limit;
 - (b) the amount you owe us and shown in your statement;
 - (c) any transactions, interest or charges not yet included in a statement.

We will apply your payment first to amounts on your account which we charge at the highest interest rate followed by amounts we charged at lower rates. In each case, interest and charges are paid off first.

If some amounts are charged at the same interest rate, we will apply your payment to the oldest amounts first.

7. What steps do you need to take to keep your account secure?

You must:

- (a) take all reasonable precautions to prevent the account from being used for fraud (when we send a card to you or an additional cardholder we will tell you what precautions you can take, for example not keeping your PIN or passwords with the card or making it easy for someone else to find them);
- (b) tell us immediately using the contact details below if you think the card is lost or stolen or the card number, PIN or security details may be used by someone else or fraudulently (if you find a card you have reported as lost you must destroy it and not use it);
- (c) if we ask, make sure all cards issued on your account are destroyed immediately; and
- (d) co-operate with us and the police to investigate any unauthorised transactions.

8. How and when can this agreement be ended?

Ending the agreement on notice

- 8.1 You can end this agreement at any time and without charge by giving us notice. We can end the agreement by giving you 2 months' notice in writing. In either case, you (and any additional cardholder) must stop using the account and if we provide any benefits with your card, they will also end. The agreement will continue until you have repaid everything you owe.

Ending the agreement for breach

- 8.2 If:
- (a) you repeatedly fail to pay minimum payments on time or go over your credit limit; or
 - (b) we find that any information you provided as part of your application was materially incorrect or misleading; or

- (c) you are declared bankrupt or have similar proceedings taken against you; or
- (d) we reasonably suspect any fraud or other criminal activity in connection with this agreement and/or any other facility or account that you have with us;

we can:

- (i) demand immediate repayment of the amount you owe on the account;
- (ii) disclose information about you and the conduct of your account to licensed credit reference agencies (which would make it more difficult for you to borrow in future);
- (iii) restrict access to credit on other accounts you have with us (such as an overdraft or other credit cards);
- (iv) bring legal action to recover what you owe us (which could include getting a court order giving us the right to payment out of the sale proceeds for your home or other property); and
- (v) require you to pay our reasonable costs and expenses for taking action to obtain payment, including legal costs; but we will give you advance notice and the opportunity to fix the problem before taking any of these steps (unless the problem cannot be fixed).

8.3 If we choose not to enforce our rights under this agreement at any time, we may enforce them at a later date instead.

9. Can we transfer our rights and obligations under this agreement?

We may transfer our rights and our obligations under this agreement to a third party, including information about you and how you have managed your account which the third party needs to know. We will tell you if we do this.

10. What law governs this agreement?

This agreement and our dealings with you before the agreement is made are governed by the laws of England and Wales. Any dispute can be dealt with by an English or Welsh court unless your address is in:

- (a) Scotland (where it will be dealt with by the courts of Scotland); or
- (b) Northern Ireland (where it will be dealt with by the courts of Northern Ireland).

We will communicate with you at all times in English.

11. What happens if you cannot make a payment or access your account?

We will not be liable for any loss due to:

- (a) any failure or delay in providing our service caused by strikes, industrial action, failure of power supplies or computer equipment, or other unusual or unforeseeable causes beyond our reasonable control; or
- (b) a retailer or cash machine not accepting, or retaining, your card, or the way in which this is conveyed to you.

IMPORTANT INFORMATION

How to contact us

If you need to update your contact details, ask for information, tell us that you want to withdraw from the agreement or make a complaint please:

- write to **first direct** at 40 Wakefield Road, Leeds LS98 1FD or
- call **03 456 100 100**

We and our authorised agents and representatives may record and/or monitor telephone conversations with you and any additional cardholder so that we can maintain our service standards.

How we'll communicate with you

We'll communicate with you in English.

We may give you notices or other information about your credit card, for example, in your monthly statements (in paper and electronic).

How can you make a complaint?

If we do not give the standard of service you expect, or if you think we have made a mistake, please let us know so we can investigate, put matters right and take steps to prevent it happening again.

If you are not happy with the way that we deal with your complaint, you may be able to refer your complaint to the Financial Ombudsman Service by writing to Financial Ombudsman Service, Exchange Tower, London E14 9SR, calling 0800 023 4 567 or 0300 123 9 123 or sending an email to complaint.info@financial-ombudsman.org.uk. You can find out more about the Financial Ombudsman service on their website at www.financial-ombudsman.co.uk.

Direct Debit Guarantee

The following Direct Debit guarantee applies to customers opting to make credit card repayments by Direct Debit.

- The Guarantee is offered by all banks and building societies that accept instruction to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit **first direct** will notify you (normally 10 working days) in advance of your account being debited or as otherwise agreed. If you request **first direct** to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by **first direct** or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund you are not entitled to, you must pay it back when **first direct** asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify **first direct**.

Taxes

You may have to pay other taxes or costs in relation to this agreement that are not imposed by us or paid through us. If we have to pay any tax or duty for providing credit to you, we will charge you the amount of that tax or duty.

Copies

You may at any time during the term of this Agreement request a copy of this Agreement.

How we are authorised

first direct is a division of HSBC Bank plc. HSBC Bank plc is established and has its registered office at 8 Canada Square, London E14 5HQ. We are a financial services organisation and banking institution authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Our reference number is 114216.

You can check these details by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768. The Financial Conduct Authority is the supervisory authority under the Consumer Credit Act 1974. Its address is 25 The North Colonnade, Canary Wharf, London, E14 5HS.

YOUR INFORMATION

This “**Your Information**” section explains how we will use information about you once you have applied for this credit card together with any other products or services where we tell you this section will apply. Whether it is processed in the UK or overseas, in accordance with data protection legislation, your information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

Confidentiality

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

- where we are legally required to disclose;
- where we have a public duty to disclose;
- where our legitimate business purposes require disclosure;
- where the disclosure is made with your consent; or
- as set out in the terms below.

Collection and use of Customer Information

We may collect Customer Information from you, and may process and store it (or may pass it within the HSBC Group or to third parties to process and store) in accordance with the “**Disclosure of Customer Information**” section below in connection with:

- processing applications that you make,
- providing you with, or marketing, products and services,
- for credit assessment, customer service, debt recovery, market research, behavioural scoring, product analysis, insurance, audit and administrative purposes, prevention and detection of fraud and other crime, tax collection, verification of your identity and to meet our legal obligations,
- Compliance Obligations, and/or
- Financial Crime Risk Management Activities.

If you fail to comply with any reasonable request from us to supply Customer Information or to take any other action we reasonably request in connection with Tax Information, then we and/or the HSBC Group may be unable to provide or continue providing you with products or services, and may:

- take action in connection with Compliance Obligations;
- reach reasonable conclusions about your account and/or other products and services (including that any or all must be reported to Tax Authorities, regardless of their actual status),
- withhold taxes from payments made to your account and/or in relation to other products and services and/or pay taxes to Tax Authorities; and/or
- close your account(s) and/or cease to provide or make available other products and/or services.

You agree to inform, or respond to any request from, any relevant member of the HSBC Group promptly if there are any changes to Customer Information previously provided to us or the HSBC Group.

You confirm that every person whose Personal Data you have provided to us has agreed to the use of their information as set out in this section.

Disclosure of Customer Information

You agree that we may use, transfer and disclose Customer Information to the following recipients wherever located (and that they may also use, transfer and disclose it):

- any member of the HSBC Group in connection with the activities listed in the “**Collection and use of Customer Information**” section above, Compliance Obligations and/or Financial Crime Risk Management Activities;
- any sub-contractors, agents, service providers, or associates of the HSBC Group (including their employees, directors and officers) in connection with the provision of any products or services, Financial Crime Risk Management Activities, reporting or the collection of any amounts due from you;
- any Authorities, in connection with the Compliance Obligations or Financial Crime Risk Management Activities;
- payment recipients, clearing houses, settlement systems, market counter parties, swap or trade repositories, stock exchanges, companies in which you have an interest in securities where we hold such securities for you, or persons acting on your behalf for the purpose of providing the services;
- anybody to whom we transfer, or may transfer, any of our rights and obligations under the agreement, or who acquires any interest in, or assumes or bears risk in connection with any products or services;
- fraud prevention agencies (if you give us false or inaccurate information and fraud is identified);
- credit reference agencies and/or other financial institutions to conduct credit checks and obtain or provide credit references; and
- other banks for the purpose of providing any products or services, such as where you make transfers or payments to account holders at other banks.

This may include Customer Information provided by you or someone acting on your behalf. You agree that this information may be shared with the above recipients outside the UK.

Financial Crime Risk Management Activities

We may take reasonable action to comply with laws, regulations, sanctions regimes, international guidance, HSBC Group internal policies and procedures, and/or demands from any Authorities, relating to Financial Crime Risk Management Activity. Such action may include (without limitation):

- intercepting, investigating, delaying, blocking or refusing any payment, service or application for a service, or use of credit;
- processing Customer Information (which may include matching Customer Information with other data in possession of HSBC Group); and
- the disclosure of Customer Information.

Neither we nor any other member of HSBC Group shall be liable to you or to any third party for any loss arising in connection with Financial Crime Risk Management Activities.

Credit reference agencies

If you apply for an account or credit, we may use details of your credit history to assess your ability to meet your financial commitments. The credit reference agencies will record details which may form part of your credit history whether or not you proceed with your application. If you make several applications within a short period of time, this may temporarily affect your ability to obtain credit. Where you have agreed, we may share details of how you manage any current accounts or borrowing from us with credit reference agencies.

If we make demand for repayment following default and you fail to repay the full amount due or to make and keep to acceptable proposals for repayment within 28 days we may (in the absence of any genuine dispute about the amount owed) register the default with the credit reference agencies. This may affect your ability to obtain further credit.

If you make a joint application for a current account or credit, an association linking your financial records with those of your fellow applicant(s) will be created by the credit reference agencies. The credit history of your 'associates' may be taken into consideration in any future application for credit. The association will continue to link your credit histories unless and until you successfully file a 'notice of disassociation' with the credit reference agencies.

Further information on credit scoring, credit reference and fraud prevention agencies

Further details explaining how information held by credit reference agencies and fraud prevention agencies may be used is set out in a leaflet entitled "Credit Scoring, Credit Reference and Fraud Prevention Agencies" available on our website **firstdirect.com** or can be requested by writing to the Fraud Manager, **first direct**, 40 Wakefield Road, Leeds, LS98 1FD. Please write to this address if you require details of the credit reference and fraud prevention agencies we use.

Market Research

The HSBC Group may share relevant information about you, your transactions and your relationships with third party research agencies who may invite you (by post, telephone, electronic and other means) to take part in market research activities for the HSBC Group. **If you do not wish to be contacted for market research purposes please let us know.**

When you use a computer or other device to access websites operated by or on behalf of the HSBC Group and associated third parties, information may be stored and accessed on that device:

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

In the event that you receive emails sent by or on behalf of the HSBC Group, such emails may contain technologies to track for market research purposes whether you opened those emails and whether you accessed internet links contained within those emails. You agree to information being stored, accessed and used in this way.

Members of the HSBC Group may also exchange, analyse and use relevant information about you in the ways described above to ensure that promotional content displayed to you on screen when you use HSBC Group websites is more likely to be relevant and of interest. Further information is available on our cookie policy, and site terms and privacy statement on **firstdirect.com**.

Further Information

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

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

We may make and retain copies of passports, driving licences or other identification evidence that you provide.

We will obtain your written consent before providing a banker's reference about you, however, if we receive a request from another financial services institution we will provide information required to verify your identity for money laundering prevention purposes.

We will ask you when you open an account whether you are happy for us to contact you to market products, services (including mortgages) and promotions available from members of the HSBC Group and selected third parties by post, telephone, electronic and other means. If you change your mind at any time please let us know.

Definitions

These capitalised terms have the following meanings when used in this “**Your Information**” section:

“**Authorities**” includes judicial, regulatory, public or government authorities, Tax Authorities, securities or futures exchanges, or law enforcement bodies, or any of their agents having jurisdiction over any part of the HSBC Group;

“**Compliance Obligations**” means compliance by any member of the HSBC Group with any reporting, disclosure or other obligations under any applicable local or foreign laws, regulations or voluntary codes, directives, court orders, agreements with or demands from the appropriate Authorities;

“**Customer Information**” means Personal Data, confidential information and/or Tax Information;

“**Financial Crime Risk Management Activity**” includes (but is not limited to):

- (a) detecting and preventing money laundering, terrorist financing, tax evasion, fraud, the provision of financial and/or other services or support to any persons or entities which may be subject to economic or trade sanctions, and violations of, or attempts to circumvent or violate, any laws or regulations;
- (b) performing Compliance Obligations in connection with (a) above;
- (c) intercepting and investigating any payment, instruction or any other information in connection with any payment screening; and/or
- (d) confirming your identity and status.

“**HSBC Group**” means HSBC Holdings plc, its subsidiaries, associated and affiliated companies and their HSBC branches and offices;

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

“**Tax Authorities**” means domestic or foreign tax, revenue, fiscal or monetary authorities; and

“**Tax Information**” means any documentation or information relating to an individual, their identity or their tax status, including but not limited to their name(s), address(es), age, date of birth, place of birth, nationality, citizenship, tax residence, tax domicile, tax identification number (if appropriate), personal and marital status, and shall include where applicable Forms W9 and W8-BEN (as issued by the Internal Revenue Service of the United States of America) as amended, supplemented or substituted from time to time, or a self-certification form.

“**we**”, “**us**” and “**our**” mean **first direct**, a division of HSBC Bank plc;

“**you**” and “**your**” mean the account-holder or, if the account is in joint names, all account-holders.

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