

**first direct**

# **ISA Key Facts and Terms and Conditions**

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# Introduction

Because life is busy and financial decisions are becoming more complex, **first direct** seeks to clarify issues for you and present choices which we believe might meet your needs.

This brochure introduces **first direct**'s Cash ISA product and outlines the other options that are also available to you.

It is designed to provide you with sufficient information to decide if **first direct**'s Cash ISA meets your savings needs. We have included a section entitled 'Key Features of **first direct**'s Cash ISA', which we strongly recommend you read.

Although ISAs may be regarded as quite complex, we have tried to keep this brochure simple. However, if after reading it you feel you need further information about **first direct**'s Cash ISA, please call us on **03 456 100 100**.

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## What is an ISA?

An ISA is a tax efficient way of saving or investing as all income and capital gains arising within an ISA are exempt from any personal liability to UK Income Tax and Capital Gains Tax.

There are four types of ISA:

- stocks and shares
- cash (this includes ISAs such as Help to Buy: ISAs and Flexibility ISAs)
- innovative finance
- lifetime ISA.

A payment by you into an ISA in any tax year is called a subscription. You can only subscribe to one of each type of ISA per tax year.

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## How much can I subscribe to an ISA?

Because of their tax advantages ISAs are subject to annual subscription limits. The ISA subscription limit is currently £20,000 for tax year 6 April 2017 to 5 April 2018. This can be saved in any combination of the permitted ISAs.

Please note that each year all ISA providers are required to report details of ISA subscriptions made by their customers to HM Revenue & Customs (HMRC) so that HMRC can check that individuals do not exceed the limits. ISAs may be transferred to another ISA with the same or a different ISA provider. When an ISA is transferred in this way, the amount transferred is not a subscription and therefore does not count towards the subscription limits explained above.

ISAs can only be held in a sole name, jointly held ISAs are not permitted.

To maximise your ISA allowance, subject to the Terms and Conditions of the ISA product(s) you choose, you can invest a lump sum, make regular payments, or both into any combination of the permitted ISAs, up to your annual ISA allowance.

There's no commitment to tying up your money for a minimum investment period, however, the stocks and shares option must be viewed as a long term investment, ie: for at least five years.

**Remember that the value of shares can go down as well as up and you may not get back the amount you originally invested.**

You may make transfers between ISAs in the ways listed below – please check on any specific product terms before transferring an ISA. Please note that when transferring from one ISA to another, the amount transferred does not count towards the annual ISA subscription allowances:

- between ISAs of the same type
- between ISAs of different types
- current tax year subscriptions must be transferred in whole, but previous tax year(s) subscriptions can be transferred in whole or in part.

Please note that if a current tax year cash ISA subscription is transferred to a stocks and shares ISA, under the ISA Regulations the subscription is retrospectively deemed to have been subscribed directly to the stocks and shares ISA.

## Key Features of first direct's Cash ISA

The Financial Conduct Authority is the independent financial services regulator. It requires us, **first direct**, to give you this important information to help you to decide whether our Cash ISA is right for you. You should read this document carefully so that you understand what you are buying, and then keep it safe for future reference.

## Cash ISA

Summary Box			
<b>Account name</b>	<b>Cash ISA</b>		
<b>What is the interest rate?</b>	<b>Balance</b>	<b>Interest Rate</b>	
	All balances	0.75% AER (0.75% tax free)	
	Interest is calculated daily and credited monthly.		
<b>Can first direct change the interest rate?</b>	<p>Yes, we can change the interest rate on this account in line with the account's Terms and Conditions:</p> <p>If we increase the rate of interest, we'll tell you personally within 31 days.</p> <p>If we reduce or remove the credit interest we'll tell you personally at least 2 months in advance and also display this information on our website.</p>		
<b>What would the estimated balance be after 12 months based on a £1,000 deposit?</b>	<b>Initial Deposit</b>	<b>Interest Rate</b>	<b>Balance at end of 12 months</b>
	£1,000	0.75% AER (0.75% tax free)	<b>£1,007.50</b>
	<p>For the purpose of these calculations, it is assumed:</p> <ul style="list-style-type: none"> <li>• initial deposit of £1,000</li> <li>• no additional deposits</li> <li>• no withdrawals</li> <li>• the interest rate remains the same during the 12 months.</li> </ul> <p>Projection provided for illustrative purposes only and does not take into account individual circumstances.</p>		
<b>How do I open and manage my account?</b>	<p><b>Eligibility:</b></p> <ul style="list-style-type: none"> <li>• you must hold a <b>first direct</b> 1st Account, our current account</li> <li>• be aged 18 years or over</li> <li>• be resident in the UK for tax purposes, or if not so resident, be a Crown employee serving overseas, or be married to, or in a civil partnership with, such a person.</li> </ul> <p><b>How to open the account:</b></p> <ul style="list-style-type: none"> <li>• open an account via online banking, by post or via our Banking on the go App</li> <li>• or you can transfer current or previous years subscriptions by completing an ISA transfer form.</li> </ul> <p><b>Minimum/Maximum Balance:</b></p> <ul style="list-style-type: none"> <li>• a minimum of £1 must be deposited to open the account</li> <li>• the maximum amount you can deposit is subject to annual subscription limits. The annual subscription limit for the 2017/18 tax year is £20,000. This can be saved in any combination of the permitted ISAs with either the same or different providers</li> <li>• the maximum balance you can hold is subject to the ISA Regulations.</li> </ul> <p><b>How to manage the account:</b></p> <ul style="list-style-type: none"> <li>• once opened the account can be managed via online banking, telephone banking, by post or via our Banking on the go App.</li> </ul>		

<b>Can I withdraw money?</b>	Yes, you have instant access to your account. You can make as many fee free withdrawals as you like. However once you have paid in the maximum annual subscription limit to this ISA, any amount withdrawn can not be reinvested until the following tax year. If you withdraw funds from your ISA you will lose the associated tax benefits.
<b>Additional Information</b>	A 14 day cancellation period applies to this account. Interest is paid tax-free, that is free from UK Income Tax and Capital Gains Tax. The value of tax benefits described depends on individual circumstances. The tax treatment of ISAs could change in the future. Subscribing to a cash ISA may affect your eligibility to subscribe to a Help to Buy: ISA Definitions: <ul style="list-style-type: none"> <li>• AER stands for Annual Equivalent Rate. This shows you what the gross rate would be if interest were paid and compounded each year</li> <li>• Tax-free free from personal liability to any UK Income Tax and Capital Gains Tax</li> <li>• ISA stands for Individual Savings Account.</li> </ul> <b>Rates correct as at 1 December 2017</b>

## Who can have a Cash ISA?

Customers need to be aged 18 or over and need to be resident in the UK for tax purposes.

**If you wish to transfer an existing ISA to us, please call us on 03 456 100 100, Text-phone 03 456 100 147 or download a transfer form from [www.firstdirect.com/savings/cash-isa](http://www.firstdirect.com/savings/cash-isa)**

You can transfer cash ISAs and stocks and shares ISAs to a **first direct** Cash ISA. Where you are transferring a stocks and shares ISA, your stocks and shares ISA manager will, after receiving the instruction to transfer, sell your shares and make the transfer to us in cash.

## Cancellation Rights

**first direct's** Cash ISA comes with a 14 day right to cancel. If you change your mind about taking out our ISA during this time, we will cancel your application and pay you the balance of your account with interest. After you have cancelled your application you will have the opportunity to open another cash ISA within the same tax year as HM Revenue & Customs will treat the cancelled subscription as if it had never taken place. For applications made close to the end of the tax year and then cancelled in the following tax year, you will not be able to open an account for the previous tax year.

## ISA transfers

If you wish to cancel your **first direct** Cash ISA following a transfer of an ISA to us from another ISA manager, but would like to retain the tax benefits of an ISA, you will have the option of transferring the ISA back to the original ISA manager (if they agree) or to another ISA manager. Alternatively, you may want to withdraw any money transferred to us and if you do we will pay this to you together with gross interest earned. If you withdraw in this way you will lose the tax benefits of a cash ISA.

# What should I do next?

## Cash ISA

If you have decided that the **first direct** Cash ISA is the most appropriate for you then:

- visit us at **firstdirect.com** or call us on **03 456 100 100**

You can subscribe to any combination of the permitted ISAs in each tax year up to the maximum allowed by the Regulations.

Once you have applied we will tell you if your application has been successful and when we will open your account. This may be subject to appropriate identification, address verification or other specified documentation being produced to us.

\*Please note **first direct** do not offer an innovate finance ISA or a lifetime ISA.

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## Further Information

### Complaints

If you are unhappy with any aspect of our products or services, then please let us know by calling us on **03 456 100 100**, send us a secure e-message via Internet Banking or write to us at: **first direct**, 40 Wakefield Road, Leeds LS98 1FD.

For full details of our complaint handling procedures, you can ask for a copy of our 'listening to your comments' leaflet or visit 'legals' at **firstdirect.com**

If we cannot resolve your complaint, ultimately you may refer it to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0845 080 1800  
email: [complaintinfo@financial-ombudsman.org.uk](mailto:complaintinfo@financial-ombudsman.org.uk)

We're covered by the Financial Services Compensation Scheme (FSCS) which can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors are covered by the scheme and where necessary an eligible depositor can claim up to the current FSCS limit for deposits. For joint accounts, each account holder can claim their share so, for a joint account held by two eligible depositors, each can claim up to the FSCS deposit limit ie 2 x the current FSCS deposit limit. The FSCS deposit limit applies to the combined amount in all the eligible depositor's accounts with us including their share of any joint account(s), not to each separate account.

**first direct** and HSBC are both trading names of HSBC Bank plc. Customers who hold deposits with both will only be eligible to make one claim, up to the FSCS deposit limit.

For further information about the scheme including the current limits, amounts covered and eligibility to claim please visit the FSCS website [fscs.org.uk](http://fscs.org.uk) or call them on 020 7741 4100 or 0800 678 1100.

Please note *only* compensation related queries should be directed to the FSCS.

For all other enquiries on your account please contact **first direct** on **03 456 100 100**.

HSBC Bank plc's registered VAT number is GB365684514 and its company register number is 14259.

## **Data Protection**

Under the data protection legislation you can ask in writing for a copy of any personal records we hold about you. We may make a charge for this service.

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## **Law**

These key features and our Terms and Conditions and our dealings with you until the time you enter into the contract shall be read and interpreted in accordance with the laws of England and Wales and you and we submit to the non-exclusive jurisdiction of the English and Welsh Courts. These key features and our Terms and Conditions are in English, which is the language we will use in our communications with you.

**first direct**

**first direct**  
**Cash ISA Terms**  
**and Conditions**

Effective from **13 January 2018**



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The following sections cover:	
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In the final few sections we explain how we manage this agreement over a long period as things like regulations and our business change. We'll also explain how we can make changes and how the agreement can be ended.	
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# About our terms

If you'd like another copy of our terms at any time you'll always be able to find an up to date version at [firstdirect.com/terms-and-conditions](https://firstdirect.com/terms-and-conditions) or if you prefer paper, give us a call on our normal number (all our contact details are on the back of these terms) and we'll send you one in the post.

To help explain these terms, you'll see boxes like the one below dotted around, so we're all on the same page.

Just so you know
<b>Sterling</b> means Great Britain (GB) pounds.
<b>UK</b> means England, Scotland, Wales and Northern Ireland.
<b>We, us</b> and <b>our</b> mean <b>first direct</b> , a division of HSBC Bank plc.
<b>Online Banking</b> means our internet banking service.
<b>Mobile Banking</b> (previously known as our Banking on the go App) is our mobile banking App which can be downloaded to any mobile device that supports it and allows you to view your balances and recent transactions, make payments, transfer money between your accounts and much more.
Only you and we are covered by these terms.
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 who offer these.

# 1.

## Getting in touch

### How we'll contact you

Normally, we'll use the most recent postal address, email address and phone numbers you've given us if we're trying to contact you. If you use Mobile Banking, we may also send you messages via our App.

If we need to contact you because we suspect or find fraud, or we have a security threat, we'll do this in the fastest and most secure way we can.

If you're registered, we may also send messages to your Online and Mobile Banking inbox.

It's really important you tell us as soon as possible if any of your contact details change. If you don't, we might not be able to send you information or tell you about important changes we make that affect your account(s).

### How you contact us

	From UK, Channel Islands and Isle of Man	From anywhere else
Phone	<b>03 456 100 100</b>	<b>+44 113 234 5678</b>
Text-phone	<b>03 456 100 147</b>	
Online Banking	<b>firstdirect.com</b>	
Mobile Banking	Download our App from your app store	
Text Relay	<b>+44 151 494 1260</b>	
BSL Video Relay Service	For more information visit <b>firstdirect.com/contact-us</b>	
Post	<b>first direct</b> 40 Wakefield Road, Leeds LS98 1FD	

#### Just so you know

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 record other phone numbers you call us from and use them if we need to contact you urgently.

# 2.

## Where to find what you need

### What you're looking for and where you'll find them

What	Where
General terms that apply to your account, including charges	Look no further – you're in the right place or if you prefer, visit: <b>firstdirect.com/terms-and-conditions</b>
Current savings interest rates	Give us a call or look in our Interest Rates and Charges document or by visiting: <b>firstdirect.com/rates</b>
Current exchange rates	Give us a call
A guide to using your account or a particular feature of it	In our Give me the facts brochure or by visiting: <b>firstdirect.com/terms-and-conditions</b>

## 3.

### Restrictions that apply

We'll manage your account in accordance with these terms, the ISA Regulations 1998 as amended or replaced from time to time (we'll refer to these in this document as the ISA Regulations) and any other applicable legal and regulatory requirements.

Because interest on your account is exempt from income tax, there are certain restrictions that apply to your account eg relating to what happens if you or your spouse / civil partner die, transferring money to or from other ISA managers and when the money in your account may lose its tax-free status. We tell you more about these restrictions below.

You can only have an account if you're aged 18 and over and you must have a 1st Account to open a new account. Your ISA must be in your sole name and not with anyone else. You must hold the money in your account for your benefit only and not for the benefit of anyone else or as security for a loan (although you can use the money to repay a loan). You can't borrow on your account.

You can only pay money into your account each tax year up to the maximum amount permitted by the ISA Regulations. Please contact us if you want to know the maximum amount you can pay into your account in a tax year.

#### Just so you know

A tax year runs from 6 April in one year to 5 April in the following year.

If you pay in the maximum amount in a tax year, you won't be able to pay in more money even if you've made withdrawals during that year. If you pay in less than the maximum amount in a tax year, you can't carry any shortfall over into following tax years.

If you don't pay money into your account in a whole tax year, you'll need to reactivate your account before you can pay money into your account in following tax years.

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## 4.

### If your spouse or civil partner dies

If your spouse or civil partner dies and they had money in an ISA(s), you may be able to pay additional amounts, called "Additional Permitted Subscriptions", into your own account without using up any of your annual ISA allowance.

The total value of the Additional Permitted Subscriptions you make into your account must not be more than the value of the ISAs (including any income earned but not paid) held by your spouse or civil partner when they died. You'll need to complete a form each time you make an Additional Permitted Subscription and under the ISA Regulations you can only make them for a certain period after the death of your spouse or civil partner. Please contact us if you need further details.

We won't accept an Additional Permitted Subscription if we know that the information you've provided is false or if it doesn't comply with any of the requirements under the ISA Regulations.

## 5. If you die

The law dictates the tax status of your account when you die. This means that interest earned after you die may be taxable and your estate will need to deal with this. Your account will remain open and these terms will continue to apply.

We may use any money in your account to reduce or repay any amounts you owe on other accounts you have with us.

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## 6. Transferring money from another ISA

You can transfer money into your account from another cash ISA or stocks and shares ISA you hold with us or another ISA manager. You can only transfer all (but not part) of the money you have paid into an ISA in the current tax year but you can transfer all or part of the money you have paid in previous tax years.

If you wish to do this, please let us know. After we have your instructions, we'll contact your current ISA manager to begin the transfer process.

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## 7. Tax status

We'll notify you if, by reason of any failure to satisfy the provisions of the ISA Regulations, your ISA has, or will, become void (meaning that your tax benefits have been lost).

If this happens, we'll as soon as practicable transfer any invalid amounts with interest to:

- another account you hold with us; or
- if you don't have another account, a new savings account which we'll open for you.

These invalid amounts may be subject to UK income tax. It's your responsibility to deal with any tax liability.

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## 8. How we'll make sure it's you

Before we give out information about your account, make payments, provide new services, open or close accounts or do anything else we're asked to do, we'll need to check the identity of the person making the request (even if it's made by you). We do this so we can be sure it's come from a person who's authorised to make that request. We'll do this:

- (where we have one) by checking the signature on a document authorising a payment (eg a letter etc) matches the one you've given us. If you're in a HSBC branch, they may also ask for extra identification eg a driver's licence or passport.
- in all other cases by assuming it's you making the request, if your security details are used to access Online, Mobile or Phone Banking. We're always looking to make managing your accounts easier at the same time as keeping your money and information even more secure so we may add new ways of accessing your accounts and/or checking your identity in the future.

### Just so you know

**Security details** can be passwords, PINs, security codes, memorable details, biometric information (fingerprint, voice etc) or any other details you've given us for use with Phone, Online or Mobile Banking.

## 9.

# Protecting your account

You need to take reasonable steps to stop your account being misused by keeping your security details safe. Here are some of our top tips:

- don't tell anyone apart from Third Party Providers (there's more information about them in section 10 below) your security details
- don't choose security details that can be easily guessed by anyone else
- don't log-on (or stay logged-on) to a device that has access to your accounts if you're not in full control of it or if it isn't in your possession.

You can find more details about protecting your account in our Give me the facts guide or by visiting [firstdirect.com/security](https://firstdirect.com/security) which will always have our most up to date information.

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### Unauthorised access

We'll do everything we reasonably can to stop anyone who isn't authorised accessing your account. But if you haven't taken reasonable steps to protect it or your security details we may restrict or block them to keep you, your money and us safe. If you ask, we'll tell you when the block will end if we can.

If someone who isn't authorised uses or tries to use your account eg by using your security details, or if your security details have been lost or stolen, please call us as soon as possible. We may ask for your help and give (or ask you to give) information to the police to help us investigate this for you.

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## 10.

# Using other companies to manage some parts of your account(s) with us

### Just so you know

A **Third Party Provider** is another company that's legally allowed to, and you've given permission to, access information about your online payment accounts (with us and other banks, etc) so that they can combine and display information about your accounts to you and enable you to make payments. Usually they'll be authorised by or registered with the Financial Conduct Authority or another EEA regulator.

'**Account information**' may include details of payments in and out, and who they're to and from so it could contain sensitive personal information eg if you pay subscriptions or membership fees for things like unions or religious groups through your account(s).

**European Economic Area (EEA)** means all the member states of the European Union plus Iceland, Norway and Liechtenstein.

If you give a Third Party Provider permission to access your account, the terms of this agreement will still apply. We'll give them access to your account information and you'll be able to make the same payments through them as you can via our Online Banking.

Although as a general rule these terms say not to give your security details to anyone else, you can give them to a Third Party Provider if it's necessary for them to provide their service(s) but before you do, it's important you check they are legally allowed using the information they give you. If you don't and something goes wrong, you'll be responsible for any payments they make.

We can refuse access to a Third Party Provider if we're concerned it isn't authorised or we believe it's fraudulent. If that happens, we'll explain why, in whichever way we think is most appropriate at the time ie via text, letter, phone etc unless we believe that would compromise our security or it would be unlawful. If we're aware that an unauthorised provider is using your security details, we may have to block access to your accounts.

If you use a Third Party Provider, you'll still need to let us know about any incorrect or unauthorised transactions that happen so we can take steps to stop this happening again and arrange any refund you're entitled to.

# 11.

## Letting someone else operate your account for you

If you need to allow another person to operate your account you'll have to sign a document called a Third Party Mandate or send us a valid Power of Attorney. If you'd like more information about this please give us a call on the number on the back of these terms and we'll talk you through the process.

If you can't operate your account for any reason, another person can be appointed to act for you but they'll need to have the right legal document(s) before we'll give them access.

These terms will apply to any other person allowed to use your account and as they'd be operating the account for you, you'd still be responsible for everything they do, even if they make you break these terms.

We'll also refuse to accept instructions via a Power of Attorney if we know that a person's legal authority to act for you no longer applies.

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# 12.

## When you'll receive statements

Whenever we make a payment into or out of your account, charge fees or pay interest to you, we'll give you details by updating the information we provide via Online Banking. You can also get this by giving us a call.

We may also ask you to choose if you'd prefer to receive monthly statements or simply to have the information made available as explained above. If you choose not to receive monthly statements, we may send you statements less often but we'll explain this when we offer you the choice. If we ask you to choose but you don't let us know what you prefer, we'll provide monthly statements.

We'll send your statements by post unless you're registered for Online Banking. If you are, we'll provide these online unless they aren't available that way or you've asked for paper instead. We won't send you a statement if there haven't been any payments out of the account since the last statement. You can ask us for a copy of your statement at any time and we'll also send you a closing statement.

It's really important you check your statements and balance regularly so you know what's happening and can spot anything unusual.

# 13.

## Information we need from you and when we can share it

If it's reasonable for us to ask you to send us some information, we need you to provide it as soon as possible. If you don't or we suspect fraud/ criminal activity we may:

- not be able to carry on doing some (or all) of your banking
- try getting it from somewhere else
- block, transfer or close your account(s).

It's important you check that any information you give us is accurate and up to date, and tell us if anything changes as soon as possible, within 30 days.

We'll use your information as explained in our Privacy Notice which you can find by visiting [firstdirect.com/legals/terms-and-conditions](https://firstdirect.com/legals/terms-and-conditions). We'll also share it if you've agreed to let us or to protect ourselves eg in legal proceedings or because of a law, regulation or public duty eg if we believe you may have tax obligations in other countries, we may share information about you with HM Revenue & Customs or other tax authorities.

Just so you know
You need to make sure you meet any tax responsibilities you have in the UK and any other relevant countries for the account(s) and services you have with us.
Some countries' tax laws may apply to you even if you aren't a citizen or don't live there.
We aren't responsible for your tax obligations and we can't provide tax advice so if you need help with this, we recommend you speak to an independent tax advisor.
Connected persons are responsible for their own tax obligations.
A <b>connected person</b> 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.
In this section 'we' and 'us' means <b>first direct</b> and any HSBC Group Company worldwide.



# 14.

## Payments into your account

Payments can be made into your account by cash, cheque or electronically by direct transfer or standing order. You can receive payments in currencies other than Sterling into the account from accounts with us or other banks or by cheque (but charges may apply).

You can only make an Additional Permitted Subscription into your account by cheque or by direct transfer from another account you have with us.

### How the money's paid in, when you can use it and when we count it for interest purposes

How	When
<b>Cash</b>	
Over the counter at HSBC branches	Immediately.
At HSBC self-service machines that accept payments in	Immediately (if the machine says it can count the cash). If not, the same working day if you pay in before the cut-off time displayed on the machine, the next working day if not.
At other banks if they'll let you (they may charge you)	Immediately after we receive your cash from the other bank.
Foreign banknotes paid into your account	Immediately after we've converted it into Sterling using the <b>HSBC Bank plc Exchange Rate</b> at the time we receive the payment.
<b>Electronic payments</b>	
All payments in Sterling	Immediately.
All payments not in Sterling	Immediately after we've converted it into Sterling using the <b>first direct Exchange Rate</b> at the time we receive it.

Just so you know
We make all payments and decisions about payments on working days. A <b>working day</b> is usually Monday to Friday (except public holidays) but Faster Payments can be made at any time.
<b>Faster Payments</b> is a UK payment system that means electronic payments will arrive usually within a few hours and sometimes even faster than that.
Depending on the type of payment, either the <b>first direct Exchange Rate</b> or the <b>HSBC Bank plc Exchange Rate</b> will be used when we convert a payment you receive into another currency for you. As these rates are based on the market for each currency, we can change them at any time without notice. So if you receive international payments regularly it's worth keeping an eye on the one(s) relevant to you.

### Paying UK bank Sterling and Euro cheques into your account

We have to collect payments made by cheque from the paying bank. The time it takes to collect the payment before you can use it depends on if we process the paper cheque or an image of it.

## Paper cheques

If paid into an HSBC branch in the UK or sent to us by post	Working days after the cheque's paid in*
You'll start earning interest	2
The paying bank can't take the money back and you can take it out of your account	7

### Just so you know

\*If you pay a cheque in on a non-working day, we'll treat it as being received on the next working day so timings will start from then.

If we process the paper cheque, you'll have to wait 7 working days before you can use the money although you can ask us for 'special presentation' ie we'll contact the paying bank to check it'll definitely be paid.

We can still return a cheque unpaid after 7 days if we have reason to suspect fraud or if you ask us to.

## Imaged cheques

If sent to us for processing	Working days after the cheque's paid in*
You'll start earning interest	1
The paying bank can't take the money back and you can take it out of the account	1

## Examples of how cheque payments work

If you pay a cheque in on a Tuesday	Paper cheque	Digital cheque
You'll start earning interest on it	Thursday	Wednesday
The paying bank can take the money back	Until the end of the following Wednesday.	Until it shows in your account on Wednesday.

If the paying bank takes back money we've paid into your account, we'll let you know and take the payment from your account. This will not count as a payment into your ISA for the purpose of calculating whether you have reached the maximum amount permitted by law. If it's appropriate, we may ask the paying bank to resend the payment.

## Paying non-Sterling or Euro cheques into your account

We can't always process foreign cheques (including a Sterling or Euro cheque where the paying bank isn't in the UK, Channel Islands or the Isle of Man) eg if exchange controls apply – this is when a government restricts the movement of currency between countries.

To pay a foreign currency cheque into your account we either have to 'negotiate' or 'collect' it.

#### Just so you know

You'll need to cover the cost of us processing (or trying to process) a foreign cheque as these can include charges made by our agent or other banks involved in the transaction. We'll charge any cost(s) to the account you told us to pay the cheque into.

When **negotiating a cheque**, we assume it'll clear, convert it into Sterling using the **first direct** Exchange Rate and pay it into your account on the working day we receive it.

When **collecting a cheque**, we send it to the paying bank first – we only convert it into Sterling (using the **first direct** Exchange Rate) and pay the money into your account when we receive it back from them. How long this takes can vary depending on the paying bank, the country it's in or the country any agent we use to collect the payment is in – just ask us if you're unsure.

We'll send you confirmation of the rate and any fees for negotiating or collecting cheques.

If a foreign bank returns a negotiated or collected cheque, or asks for the money back, we'll take enough from your account to cover the payment in the foreign currency. As this will be based on the relevant first direct Exchange Rate on that day, we can't guarantee the amount that comes out of your account will be the same as the amount originally paid in.

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## Regular payments into your account

You can make regular payments into your account by standing order. If you want to stop or change your regular payments, you must tell us by post at least 7 working days before the next payment is due. You should also tell the bank or building society providing the account that you're making the payment from.

## Payments into your account by mistake or fraud

If we make a payment into your account by mistake or because of a systems error, we'll automatically take the money back.

If we're told a payment from somewhere in the EEA has been made into your account because of someone else's mistake eg the payer gave the wrong account number, but you believe it was sent to you correctly, we may need to share relevant information including your name and address with the paying bank if they ask us to so the person or company making the payment can contact you.

In all other cases, how we'll deal with incorrect payments will depend on how they're made and where they came from, so

- for UK payments (other than CHAPS) made into your account:
  - **up to 2 months before we find out about the mistake**, we'll write to you to tell you about it and won't return the money to the bank it came from for 15 working days from the date of our letter to give you time to let us know if you believe it was sent to you correctly. During this time we'll need to stop you from using the money eg by taking it out of your account or making it unavailable.
  - **more than 2 months before we find out about the mistake**, we'll contact you before stopping you from using the money or returning it to the paying bank.
- for CHAPS, international or non-Sterling payments we'll ask your permission before taking the money out of your account and will only return it to the paying bank if you agree.

If we believe a payment into your account is the result of fraud, we can remove it at any time without your permission or giving you advance notice.

#### Just so you know

A payment made by CHAPS (Clearing House Automated Payment System) will be made electronically on the same working day as long as it's instructed before the cut off time – see below.

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## When we won't accept payments into your account

We can refuse a payment into your account if we believe it's reasonable to do so eg:

- accepting it might cause us to breach a legal requirement or expose us to action from any government, regulator or law enforcement agency;
- there's fraudulent or criminal activity on your account.

# 15.

## Payments out of your account

You're entitled under the ISA Regulations to make a withdrawal from your account within a time period that you specify, subject to our own internal processing times. We've set out below the timescales that will apply to the payments you make.

You can make withdrawals from your account in full or in part at any time by electronic transfer, by cash or by requesting a cheque withdrawal. You can't make payments by cheque or set up standing orders, direct debits or regular payments out of the account.

We'll make a payment out of your account if you ask us to unless:

- you don't have enough money in your account;
- you haven't given us the account or reference details we need or we know they're incorrect;
- you've asked us to make the payment in a particular way (eg via Faster Payments but the receiving bank can't accept it);
- you seriously or regularly breach these terms;
- you haven't provided any identification or information it's reasonable of us to ask for;
- the payment is more than a limit we tell you about when you make the payment (we will make payment limits available to you if requested);
- we suspect or find a breach of security or misuse of your account or security details;
- it's reasonable of us not to because we suspect or find fraudulent or criminal activity even if it isn't linked to your account or your relationship with us; or
- it's reasonable of us to believe this would cause us to breach a court order or our legal/regulatory obligations.

### Just so you know

In this section 'we' and 'us' means **first direct** and any HSBC Group Company worldwide.

When we're working out if you have enough money in your account to make a payment we'll include everything that's due to come out of your account on that day. If you don't have enough money to make a payment at the start of the day, and you've arranged a future payment we'll check again later that day to see if we can make it unless it's due on a weekend or public holiday.

You'll know if a payment hasn't been accepted straightaway if you try to make it via Online, Mobile or Phone Banking. For other types of payment eg a future payment we'll try to tell you as soon as possible. You can call us to find out why a payment wasn't made and what you can do to correct this but sometimes there may be legal, regulatory, fraud prevention or security reasons why we can't explain.

We can restrict or block your access to services eg Online, Mobile or Phone Banking if we have reason to believe it's necessary because:

- we have security concerns eg we suspect or find that your security details have been misused
- we suspect or find fraudulent or criminal activity.

If we restrict or block your use of a service, we'll let you know why as soon as we reasonably can, unless the law or any regulation stops us, or if we believe this would affect any reasonable security measures we use. We'll lift any restriction or block as soon as the reason for it ends.

## Cash withdrawals

You can withdraw cash at HSBC branches.

## Cheque withdrawals

If you write to us to request a withdrawal, we can send you a cheque for the amount of the withdrawal.

## Other payments out of your account

To make a payment in one of the ways shown in the following table, we'll need details of the account you want to send it to (usually the sort code and account number or a linked number eg mobile phone). It's really important you check the account details are correct before asking us to make a payment as we'll only use these details even if we've also asked you for other information eg the name of the account holder.

## Payment timescales

The table below shows the cut-off time for us to receive payment instructions and how long payments take to reach their destinations after we've received your request (we explain more about cut-off times below).

Payment type	Cut-off time	When the payment will reach its destination
<b>Payments in the UK in sterling</b>		
Transfers to another <b>first direct</b> account	11.45pm	Immediately
Transfers to an account held with HSBC UK and M&S Bank.	11.45pm if less than £50,000	Immediately
	7.30pm if £50,000 or more	
Transfers to accounts at other banks	11.45pm if via Faster Payments	Usually within 2 hours
	4.45pm via CHAPS	Same working day

### Just so you know

The **cut-off time** is the latest we can process payment instructions or add payments to an account on a particular day. It's worth bearing in mind, if we don't get your payment instruction before the cut-off time on a working day, we'll treat it as being received on the next working day so the timings set out in the table above will start then.

If you ask us to make a payment on a future date, we'll send it then unless this falls on a non-working day – if it does we'll send it on the next working day.

If you send a payment to an account in the EEA and it doesn't arrive when it should (normally the working day after it's sent), you can ask us to contact the receiving bank and tell them to treat the payment as if it had been made on time.

**European Economic Area (EEA)** means all the member states of the European Union plus Iceland, Norway and Liechtenstein.

We make all payments and decisions about payments on working days. A **working day** is usually Monday to Friday (except public holidays) but Faster Payments can be made at any time.

You must call us to ask us to make a payment by CHAPS.

## labelling="Section-Header">Cancelling or changing payments (not including cheques)

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
Electronic transfers (other than CHAPS) to any account held with us or another provider	11.45pm on the day before we send the payment
CHAPS	10pm on the working day before we send the payment

## 16.

### If you don't recognise a payment on your account

## When payments go wrong

It's important you check your statements regularly and call us as soon as possible if there's anything that doesn't look right.

Just so you know
An <b>incorrect payment</b> is one that hasn't been sent to the person or account you specified when you asked us to make it.
An <b>unauthorised payment</b> is one that's sent from your account which isn't authorised by you (or anyone who's authorised to make payments for you). It's important you don't give anyone your security details because if you do and they use them to make a payment, we may treat this as authorised by you.
Where we say ' <b>EEA</b> ' below, we mean <b>European Economic Area</b> which is all the member states of the European Union plus Iceland, Norway and Liechtenstein.
Where we say 'extremely careless' below, we mean what's legally known as 'acted with gross negligence'.

### Things to consider about any refunds

We've explained how we deal with refunds for incorrect and unauthorised payments below.

What you should do if you notice an incorrect or unauthorised payment.	Call us as soon as you can.
What happens if you tell us about an incorrect or unauthorised payment.	We'll refund it as soon as we can but no later than the end of the working day after you tell us.
When we won't give you a refund.	We won't refund an: <ul style="list-style-type: none"> <li>• incorrect payment if we can show it was received correctly</li> <li>• unauthorised payment if you've been extremely careless or we have reason to believe you've acted fraudulently</li> <li>• incorrect or unauthorised payment if you tell us more than 13 months after it happened.</li> </ul>
A refund can be taken back.	We can take back a refund for an: <ul style="list-style-type: none"> <li>• incorrect payment if we can show it was received correctly</li> <li>• unauthorised payment if we can show you've acted fraudulently or it was made because you didn't keep your security details safe either intentionally or by being extremely careless eg you chose to share them with someone else.</li> </ul> <p>But we'll always give you a reasonable amount of notice before we do this.</p>

## Things to consider about unauthorised payments

What happens if we can show you've acted fraudulently.	You're responsible for all payments from your account.
What happens if we can show you've been extremely careless.	You're responsible for all payments from your account until you've told us your security details have been lost, stolen or misused.
What happens if you've made the payment remotely eg by phone or online.	We're responsible for any purchase of goods or services (other than financial services) unless you've acted fraudulently.
Other times where we're responsible for unauthorised payments or fraud on your account.	Unless you've acted fraudulently, we're responsible: <ul style="list-style-type: none"> <li>• after you've told us that your security details have been lost or stolen;</li> <li>• if we haven't provided a number for you to tell us that your security details have been lost or stolen;</li> <li>• if we don't use the procedures we're legally required to follow to check you've authorised a payment.</li> </ul>

## Incorrect payments

What happens if you tell us about an incorrect payment more than 13 months after it was made or gave us the wrong payment details.	<p>We won't give a refund but we'll try to help you recover your money if you ask us to. We'll do this by contacting the receiving bank (usually within 2 working days).</p> <p>We may make a reasonable charge for doing this but we'll tell you the maximum amount before we start.</p> <p>If the payment was to another bank in the EEA and we can't recover your money, you can ask us to send you all the information we've had from the receiving bank so you can try to recover the money yourself. We may ask you to confirm your request in writing.</p>
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## How much we'll refund and when we can take refunds back

When we give a refund for any reason, we'll put your account back to where it would've been if the error hadn't happened by refunding the payment, any charges and any interest you paid, or should've received.

If we provide a refund but later find we shouldn't have, we may reverse this ie put your account back to where it would've been if the refund hadn't happened.

# 17.

## Charges and interest

### Charges

You can find all our standard charges, for example for making payments and providing services below. We don't charge for running your account or for sending or receiving payments except as shown below.

We may charge for additional services that we provide to you, but we will always tell you how much it will cost and check you're happy with it in advance. We may also charge an administration fee of up to £55 if we have to comply with a court order on your account(s) eg a child maintenance order.

Payment from your accounts	To	Phone Banking or Post	Online Banking
CHAPS payment	Anywhere in the UK	£25	n/a

#### Just so you know

We take charges for payments from your account when we make the payment.

### Charges for some payments into your account

Charges for some payments into your account		Charge
Non-sterling payments of £100 or more		£8
We won't charge for payments of up to €50,000 (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).		
Sterling payments of £100 or more from banks outside the UK		£6
Cheques we negotiate or collect for you because they're issued: <ul style="list-style-type: none"><li>• in a currency that isn't Sterling or Euro</li><li>• by a non-UK bank in Sterling or Euro (not including Euro cheques issued by a bank in the Eurozone)</li></ul>	£250 or less	£7
	£250.01 or more	0.5% (Minimum £10, Maximum: £50)
Cheques issued in Euro by a bank in the Eurozone		£7

#### Just so you know

If you receive a payment in Sterling or we negotiate or collect a cheque for you, we'll take the charge before we make the payment to your account. For payments you receive in currencies other than Sterling, we'll pay the full amount into your account before we take the charge.



## Charges for additional services

Charges for additional services	Charge
For having more than 1 paper statement or more frequent statements	
3 weekly	£1 per month
Fortnightly	£2 per month
Weekly	£4.50 per month
Daily	£20 per month
Providing copies of the personal information we hold about you (until 25 May 2018)	£10 per request

### Just so you know

In some circumstances, taxes and/or costs may apply to you that aren't charged by us and/or aren't paid through us.

If you're making a payment to another person in the EEA, you can only pay our charges (you can't pay charges for the other person).

**European Economic Area (EEA)** means all the member states of the European Union plus Iceland, Norway and Liechtenstein.

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## Interest

We'll tell you the interest rate that will apply to your account when we open it. You can also contact us to find out your current rate.

We work out interest each day on the amount you have in your account. Interest will be paid into your account monthly. If you close your account, we'll pay interest up to the date of closure and add this to the closing balance that we return to you.

# 18.

## When and how we'll make changes to interest rates, charges and our terms

### Changes we can make after giving advance notice

As our agreement to provide you with accounts and services has no fixed end date, we need to be able to make changes from time to time to keep on top of things like new laws, regulations, industry guidance, security, technology etc.

These changes may have little or no effect on you, sometimes they might be to your benefit, sometimes not, be because of things we can't control or because we're making a change to our business, but we'll only make them if we believe it's reasonable of us to pass the effect of the change on to you. It's also worth bearing in mind that because we're providing accounts and services over a long period of time, and we can't anticipate everything that could happen, we may need to make changes for reasons that aren't covered here.

In this section we've explained how this agreement works, how we can make changes and how you or we can end it, if we have to go our separate ways.

### All changes

In this first table, we've explained the reasons we can make changes to interest rates, charges and other terms that affect how your account works and/or the benefits it comes with.

Changes we can make due to things we don't control	Terms we can change		
	Interest rates	Charges	Other terms
<b>We'll respond proportionately to:</b>			
Changes in general law or regulations	✓	✓	✓
Decisions or recommendations we have to follow eg made by a court, regulator or Financial Ombudsman Service	✓	✓	✓
New industry guidance or codes of practice	✓	✓	✓
Changes in the Bank of England base rate, other market rates and indices or tax rates	✓	✗	✗
Cover increased or decreased costs of providing an account	✓	✓	✗

### Changes to our business

<b>We'll make reasonable changes to:</b>			
The way we manage accounts because of technology	✓	✓	✓
The systems, services or facilities we use or introducing new ones	✓	✓	✓

### Other changes

<b>Making change for a specific reason</b> that isn't explained in this table where it's reasonable or valid for us to do this	✓	✓	✗
<b>Making changes without giving you a reason.</b> If we do this, we'll always explain what effect they'll have when we tell you, and give you the chance to close your account(s) or related service(s) free of charge before they happen	✓	✓	✓

## Telling you about changes

Where we make a change that isn't to your advantage, we'll always give you advance warning and you can always close your account(s) or switch to another account/provider.

Change	Notice before change		Notice after change
	At least 2 months	At least 30 days	Within 30 days
Increasing interest rates we pay you	X	X	✓
Reducing interest rates we pay you or changing any charges	✓	X	X
All other changes	✓	X	X

### Just so you know

We'll contact you about all changes in the table above and we'll also show this information on our website.

We won't give you notice of changes to Give me the facts, but you'll always find the most up to date version by visiting [firstdirect.com/legals/terms-and-conditions](https://www.firstdirect.com/legals/terms-and-conditions) – if you prefer a paper copy, give us a call on the number on the back of these terms.

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

If we give advance notice that we're going to make a change to our terms and you don't tell us you want to close your account before the change takes place (or within 2 months if that's longer), we'll assume you've accepted it and it will take place automatically at the end of the notice period.

If you tell us you don't accept the change you can close your account without charge.

## Changes we can make without telling you in advance

Depending on the type of payment, either the **first direct** Exchange Rate or the **HSBC Bank plc** Exchange Rate will be used when we convert a payment you receive into another currency for you. As these rates are based on the market for each currency, we can change them at any time without notice. So if you receive international payments regularly it's worth keeping an eye on the one(s) relevant to you.

# 19.

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

### What we mean by a 'cooling-off period'

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 message via Online Banking, 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 (less any charges you've incurred) and pay you any credit interest you've earned.

If you've transferred money in from another ISA manager and you've changed your mind but you want to retain the tax benefit of holding money in an ISA, you can transfer your account to another ISA manager or back to your original ISA manager (if they agree). If you don't transfer the money to another ISA manager, you'll lose the tax treatment of the ISA.

If you cancel your account, the payments into your account will be treated as if they were never made. This means you can subscribe to another cash ISA with us or someone else in the same tax year (as long as you're eligible).

If you don't close your account within the cooling-off period, it will stay open until it's closed by you or us.

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### Closing your account at any other time

You can close your account at any time (also free of charge) by sending us a message via Online Banking, giving us a call or by writing to us – our contact details are on the back of these terms.

If you do, we'll close your account and send you the amount in it plus any interest you've earned minus anything you owe us (unless you instruct us to transfer the money to another ISA provider in order to retain the tax benefits of your ISA).

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### How we can end this agreement

We can close your account **without giving you advance notice** if:

- you've seriously or regularly broken any of these terms;
- you've behaved inappropriately to us eg you shout or threaten our staff;
- you weren't eligible to open your account or service, or you're no longer eligible;
- you haven't provided us with information we've asked you for relating to your tax status;
- you've provided false information to us.

We can also close your account **without giving you advance notice** if we find or it's reasonable for us to believe that:

- you have or are using (or allowing someone else to use) your account, a service or money illegally or fraudulently;
- you're using the account for a purpose not covered by our terms;
- you're involved in any criminal activity even if it isn't linked to your account or relationship with us;
- you've put us in a position where we might break a law, regulation, code, court order, or duty, requirement or obligation;
- you've done something that might expose us (or another HSBC Group Company) to action or censure from any government, regulator or law enforcement agency;
- there's been a breach of security or your account or your security details have been misused.

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

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### What happens when your account's closed

Before we close your account we'll send you your money (including any interest) minus any charges which haven't been applied to your account already. We'll pay what is left to you (either by cheque or to an account that you specify) unless you instruct us to transfer the money to another ISA provider in order to retain the tax benefits of your ISA.

## Transferring this agreement

Can we transfer our rights and obligations under this agreement?	Can you transfer your rights and obligations under this agreement?
<p>No but:</p> <ul style="list-style-type: none"><li>• We can delegate any of our functions and responsibilities under this agreement to another person but only if we consider them to be competent to carry out those functions and responsibilities. This includes us appointing another HSBC Group Company to recover a debt for us.</li><li>• We may also appoint another member of the HSBC Group to act as manager of the account. If we do this, we'll give you at least 30 days' notice.</li></ul>	<p>No. You can't transfer any of your rights and obligations in relation to the agreement, your account, or your account itself, to any other person.</p> <p>But you can at any time transfer the money in your account to another ISA manager (if they agree). If you want to do this, you should contact them. They'll pass on your instructions to us.</p> <p>You may transfer all (but not part) of the money you've paid into your account in the current tax year. You may transfer all or part of the money you've paid in over previous tax years.</p> <p>Once we receive a request from another ISA manager, we'll make the transfer within 5 working days of that request in accordance with the ISA Regulations. Your new ISA manager will then process the transfer and apply the funds to your new account.</p>

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## 20.

### When things go wrong

We'll always try to act in line with our terms but we aren't responsible if you have any losses because of not being able to carry out our obligations under this agreement because of:

- any legal or regulatory requirements
- unusual or unforeseeable circumstances that are not in our (or any agents' or subcontractors') control eg industrial action or the failure of mechanical or electronic systems eg hardware or software failure.

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### 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.

## Other important information

### Privacy

The safety and security of your personal information and your privacy are really, really important to us.

You specifically agree to us accessing, processing, and keeping your personal information so we can provide payment services to you. Just so you know, this doesn't affect any rights or obligations you or we have under data protection legislation. You can withdraw your agreement to this by closing your account. If you do, we'll stop using your data for this purpose but we may continue to process your data for other purposes.

We have a separate Privacy Notice which explains how we collect, use, disclose, transfer and store your personal information and your rights. We'll let you know whenever we make any changes to it but you'll always be able to find the most up to date version by visiting [firstdirect.com/legals/terms-and-conditions](http://firstdirect.com/legals/terms-and-conditions) or if you prefer a paper version, give us a call – our contact details are on the back of these terms.

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### How to make a complaint

Your views are important to us. If we've done something wrong or you're disappointed in our service, we'd like to know about it. If something's not quite right, we'll do everything we possibly can to make sure it doesn't happen again.

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

**If you'd like to tell us**, 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**). For more information on contacting us via BSL video relay service visit [firstdirect.com/contact-us](http://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.

**If you prefer to use tech**, the safest way is to **send us a message via Online Banking** but you can also email us at: [24hours@firstdirect.com](mailto:24hours@firstdirect.com). It's worth bearing in mind that email isn't 100% secure so don't include your account details but we'll need your name, address and contact number so we can identify you and find your account details.

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

We'll acknowledge your complaint within 5 working days and keep you informed all the way through.

If you aren't happy with how we've dealt with your complaint, you may be able to refer it to the Financial Ombudsman Service. 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](http://financial-ombudsman.org.uk)
- or call them on **0800 0234567** or **0300 1239123**
- if you prefer you can email them a complaint directly at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- or write to them at **The Financial Ombudsman Service, Exchange Tower, London E14 9SR**.

If you opened your account in the UK online you may also have the option to refer your complaint to the Financial Ombudsman Service using the 'Online Dispute Resolution platform' (ODR) which has been created by the European Commission. For more information about ODR or to make an online referral visit <http://ec.europa.eu/consumers/odr>

## How your money's protected

We're covered by the Financial Services Compensation Scheme (FSCS) which is designed to protect eligible customers who have money deposited in UK banks and financial institutions, if they can't meet their financial obligations. So if a bank fails, eligible depositors receive a pay-out to cover the money in their account(s), up to the FSCS's published limit.

The scheme is designed to cover most depositors but if you'd like more information including the current limits, amounts covered and eligibility, visit **fscs.org.uk**, call the FSCS on **0800 678 1100** or contact us using the details on the back of these terms.

### Just so you know

For joint accounts, each eligible depositor can claim up to the limit for their share so they could both claim up to maximum amount.

The limit relates to the combined amount in all the eligible depositor's accounts with a bank, including their share of any joint account (not to each separate account).

**first direct** and HSBC are both trading names of HSBC Bank plc, so if you hold deposits with us and HSBC, you'd only be able to claim up to the maximum limit for the total deposits you have with both combined.

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## The unclaimed assets scheme

You may already know that the Government has a scheme to make use of money from inactive accounts where they haven't been used for 15 years or more. They use this money to benefit local communities as well as social and environmental projects. We're part of this scheme and we transfer money to the central fund each year.

If you have an account with us (including where we've closed one in line with these terms but haven't been able to repay your money to you) and it's been inactive for at least 15 years, we may transfer the money in that account to the unclaimed assets scheme.

We'll send you regular reminders while your account is inactive and tell you at least 30 days before we transfer any money or close any accounts. But don't worry, even if your money is transferred you'll be able to claim it back from us at any time and it would still be covered by the Financial Services Compensation Scheme.

Further information to help you find lost accounts can be found at **[www.mylostaccount.org.uk](http://www.mylostaccount.org.uk)**

**first direct**

Call us any time on

**03 456 100 100<sup>†</sup>**

Or visit us at

**firstdirect.com**

### **Important notes**

The information in this brochure is based on our understanding of current UK tax law and HM Revenue & Customs practice at the time of going to print. Future changes in legislation and UK tax law and practice could affect the information.

Tax efficient means free of UK Income Tax. AER: The Annual Equivalent Rate is a notional rate which illustrates what the gross rate would be if interest was paid and compounded each year. Gross: The rate paid before the deduction of any basic rate UK Income Tax applied to interest on savings at source where required (such a deduction is not required for cash ISA interest).

**first direct** offers cash ISAs for cash deposits and stocks and shares ISAs. Each ISA type can also be obtained from different ISA managers.

If you are unsure whether these products are suitable for you, or you wish to discuss your tax allowances, please seek independent advice.

**first direct** is a division of HSBC Bank plc, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, our firm reference number is 114216. You can view the financial services register by visiting the Financial Conduct Authority's website [www.fca.org.uk](http://www.fca.org.uk) or by calling 0800 111 67 68.

<sup>†</sup>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 Sign Relay visit [firstdirect.com/contact-us](http://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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