

Cash ISAs

Healthy tax-free savings



The world's local bank

**Savings you can depend on,
free of UK income tax**

Our cash ISAs are free from stockmarket risks and free from UK income tax. You can open an HSBC Variable Rate Cash ISA with just £1 and subscribe up to £5,100 tax free* this tax year, with instant access to your money.

Our HSBC Fixed Rate Cash ISA can be opened with a full initial subscription of £5,100.

If you want to invest in stocks and shares, or you have more than £5,100 to invest, please call in to your local HSBC Bank branch, or log onto [hsbc.co.uk](https://www.hsbc.co.uk).

Our Financial Planning Managers are happy to discuss your individual needs.

*Tax-free means free of UK income tax and capital gains tax.

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Who can have a cash ISA?

Anyone can subscribe to a cash ISA if:

- ▶ they are aged 16 or over; and
- ▶ are resident and ordinarily resident in the UK for tax purposes; or
- ▶ if not so resident, are performing duties as a UK Crown employee serving overseas or are married to, or in a civil partnership with, such a person;

- ▶ they have not subscribed to another cash ISA in the same tax year, and
- ▶ they have not exceeded the overall ISA subscription limit (see page 5)

If opening an account by way of a transfer in from another ISA manager, the above residency criteria do not apply.

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 two types of ISA:

- stocks and shares
- cash

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.

How much can I subscribe to an ISA?

Because of their tax advantages ISAs are subject to annual subscription limits. The overall ISA subscription limit is currently £10,200 per tax year. Up to £5,100 of this overall limit can be saved in a cash ISA with one provider. The remainder of the £10,200 can be invested in a stocks and shares ISA with either the same or another provider. Alternatively, the full £10,200 can be invested in a stocks and shares ISA with one provider.

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.

Variable Rate Cash ISA

Annual subscription limit	Minimum lump sum	Minimum monthly standing order
£5,100	£1	£10

Fixed Rate Cash ISA

	Annual subscription limit	Minimum lump sum (subscriptions only)	Minimum monthly standing order
Year 1	£5,100	£5,100	N/A

Our Variable Rate Cash ISA

Plan for the future, free from UK income tax

We all need to save for the future and ISAs are an excellent choice for earning tax-free interest on your money, building up your long term savings and reducing your tax bill – especially if you are a higher rate tax payer.

If you are an HSBC Premier, or HSBC Advance customer, you will receive preferential rates on your Variable Rate Cash ISA.

Summary Box – Key Product Information for our Savings Account(s)

Account Name	Variable Rate Cash ISA
Interest rates (AERs)	Variable rate Interest paid monthly See enclosed leaflet for our current interest rates
Tax Status	Interest is paid free of UK income tax
Conditions for bonus payment	No bonus payment applies to this Account
Withdrawal arrangements	Instant access There is a 30-day cancellation period
Access	The Account can be applied for and operated in branch, by telephone (0800 130 130) or by post. Once opened can also be operated online

See the enclosed leaflet for our current interest rates.

How our Variable Rate Cash ISA works

Paying in

After you open your ISA you can add to your savings, up to the annual limit, by:

- ▶ transferring money from another of your accounts with us, via telephone, visiting your branch or internet banking;
- ▶ setting up a regular standing order from your current account;
- ▶ paying in cash or cheques at any HSBC Bank branch.

Getting access to your money

You can get at your money whenever you like, without any charges.

You can also transfer to another of your accounts with us via telephone, internet banking or visiting your local branch.

You can withdraw cash at any HSBC Bank branch (you will need to have a pre-printed withdrawal slip and some identification, if it is not your account holding branch).

Interest

We calculate interest on the daily cleared balance of your account and pay it monthly. Interest will be paid gross, that is with no tax deducted. You can choose to have the interest diverted to another HSBC account if you want monthly income.

Statements

A statement will be sent to you on Account opening and annually in May, unless you choose to view your statements electronically and elect not to receive paper statements.

Our Fixed Rate Cash ISA

Plan for the future, free from UK income tax

Make the most of your annual tax free cash ISA allowance with a HSBC Fixed Rate Cash ISA. Our tax efficient savings account with a fixed rate of interest for 12 months helps you make the most of your money. Cash transfers in from other providers are allowed.

Summary Box – Key Product Information for our Savings Account(s)	
Account Name	Fixed Rate Cash ISA
Interest rates (AERs)	Fixed rate for the first 12 months, the Account then becomes a Variable Rate Cash ISA, with the applicable variable rate Interest paid at the end of the initial 12 months See enclosed leaflet for our current interest rates
Tax Status	Interest is paid free of UK income tax
Conditions for bonus payment	No bonus payment applies to this Account
Withdrawal arrangements	Your money is deposited for a fixed term of 12 months There is a 30 day cancellation period You may close the Account within the first 12 months and withdraw all your money but a £100 fee will apply After the initial 12 months you can close your Account at any time without charge Partial withdrawals are not permitted in the first 12 months
Access	The Account can be applied for and operated in branch, by telephone (0800 130 130) or by post.

See the enclosed leaflet for our current interest rates.

How our Fixed Rate Cash ISA works

Paying in

After you have opened your Account with a full subscription of £5,100 or by way of a transfer from another cash ISA provider, no further payments in are permitted.

Getting access to your money

No partial withdrawals are permitted in the first 12 months. If you require access to your money in the initial 12 months, you can close the Account, but you will only receive fixed rate interest for the period your Fixed Rate Cash ISA was open.

Any requests to close the Account within the first 12 months will incur a fee of £100. The funds will then be transferred to your nominated account.

Interest

We calculate interest on the daily cleared balance. Interest is paid at the end of the initial 12 months and will be paid gross (that is with no tax deducted).

Statements

A statement will be sent to you on Account opening and annually in May while the account is open.

Maturity

Upon maturity of the Fixed Rate Cash ISA the Account will automatically convert to a Variable Rate Cash ISA, with the applicable variable rate and subject to the relevant Variable Rate Cash ISA Terms and Conditions.

Ready to apply?

Make sure you have your National Insurance Number with you (if you have one) and then:

If you bank with us

- ▶ Call in at any HSBC Bank branch and we will take care of the rest.
- ▶ Call us on 0800 130 130* (textphone 1800 10800 028 0126).
- ▶ Just complete the application form (including payment instructions) and send it to the address provided.

Please note that, due to revised Money Laundering regulations, we may need to ask you to provide us with some identification – we will let you know if this is the case.

Bank elsewhere?

If you're opening an Account with us for the first time, we need to confirm who you are and where you live. Just bring in one item from each of these lists.

Who you are:

- ▶ Valid full passport.
- ▶ Full UK driving licence.
- ▶ National Identity Card.

Where you live:

- ▶ Bank statement – showing current activity and dated within the last four months.
- ▶ Council Tax bill – valid for the current billing year.
- ▶ Water Rates – valid for the current billing year.
- ▶ Utility bill – dated within the last four months. For details of alternative documentation, please contact your local branch.

Please note that any money invested by you must be your own funds. Once your application has been received and approved by us, we will tell you your Account opening date.

Future subscriptions

Your Variable Rate Cash ISA application form enables you to make subscriptions into your ISA in the tax year in which you complete your application and each subsequent tax year, provided that you make a subscription into your ISA in each tax year.

Where subscriptions become non-continuous, ie, there is a break of at least one full tax year in subscriptions, a new Variable Rate Cash ISA application form will be required before any further subscriptions can be accepted in accordance with ISA Regulations.

If you already hold funds in a Variable Rate Cash ISA, we will automatically combine subscriptions in future tax years into your existing ISA unless you advise us otherwise.

The declaration on the Fixed Rate Cash ISA application form authorises subscriptions to be made in one Tax Year only. So if you would like to subscribe to a Fixed Rate Cash ISA in a future Tax Year, a fresh application form will need to be completed. Please note that the interest rate offered in future Tax Years may be different, and you should also be aware that a separate account is opened in respect of each Fixed Rate Cash ISA application.

Transferring your cash ISA from another provider

If you want to transfer an existing cash ISA from another provider (excluding First Direct) to our Variable Rate Cash ISA or Fixed Rate Cash ISA, call us on 0800 130 130* (textphone 1800 10800 028 0126) or contact any HSBC Bank branch for an application form.

A cash ISA transfer does not constitute a subscription under the ISA Regulations and there is no limit on the amount of money you can transfer to a cash ISA with us. The transfer may take up to 30 days from receipt of the request by your existing provider.

*To help us continually improve our service and in the interests of security, we may monitor and/or record your communications with us. Lines are open 8am to 10pm every day (except Christmas Day, Boxing Day and New Year's Day).

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 press. Future changes in UK tax law and practice could affect this information. The value of the tax treatment will depend on individual circumstances. Current tax treatment may not be maintained in the future.

Cancellation

If you decide that you no longer want your Variable Rate Cash ISA or Fixed Rate Cash ISA, you have 30 days from the day we open your Account (or, for telephone applications, the day you receive the Terms and Conditions in the post) to cancel your contract with us by closing your Account. This can be done by writing to us or via our Personal Internet Banking service. We will close your Account and pay you the balance in it with gross interest at the appropriate rate.

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 a cash ISA for the previous tax year.

If you decide that you want to close the Account after the 30-day cancellation period then we will need written confirmation of this or instructions via our Personal Internet Banking service. You will not then be able to subscribe to another cash ISA within the same tax year.

If, following the transfer of an ISA to us from another ISA manager, you wish to cancel your Account but still retain the tax benefits of holding the money transferred in 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.

Funding ISAs for children

If a parent gives their child funds to invest in an ISA* and the income arising on all gifts from that parent to their child in the tax year exceeds £100, then all the income will be treated as the parent's for tax purposes. Even though the income arises in an ISA, it will be taxable and the parent should report the income to their tax office.

*Please note that the child must be 16 years or over to be eligible for a cash ISA.

Other information

HSBC Bank plc is established at 8 Canada Square, London, E14 5HQ, its registered office. HSBC Bank plc is authorised and regulated by the Financial Services Authority under registration number: 114216. HSBC Bank plc registered VAT number is GB365684514 and its company register number is 14259.

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and small businesses – are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to £50,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £50,000 each making a total of £100,000. The £50,000 limit relates to the **combined** amount in all the eligible depositor's accounts with the bank, including their share of any joint account, and not to each separate account.

first direct and HSBC are both trading names of HSBC Bank plc and customers who hold deposits under both trading names will only be eligible for one claim of £50,000 in total.

For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website www.FSCS.org.uk or call 020 7892 7300 or 0800 678 1100.

If you are unhappy in any way with our products and services then please let us know.

You can ask for a copy of our leaflet 'Listening to your comments'. This may help you to present your concerns to us. If you ever need to complain then please contact us.

If we cannot resolve your complaint in the first instance, you can refer it to the Financial Ombudsman Service.

Financial Ombudsman Service

South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone: 0845 080 1800

Email:
complaint.info@financial-ombudsman.org.uk

The Financial Ombudsman Service will generally review complaints from retail customers.

However, their criteria for reviewing complaints may mean that even if you have been categorised by a provider of products and services as a retail customer they may not regard you as an eligible complainant.

Complaining to the Ombudsman will not affect your legal rights. A written copy of our complaint procedure is available on request.

The key information and the Terms and Conditions that apply to your cash ISA are set out in the following pages of this brochure. You should read both before subscribing.

Lines are open from 8am to 10pm every day (except Christmas Day, Boxing Day and New Year's Day). To help us continually improve our service and in the interests of security, we may monitor and/or record your telephone calls with us.

HSBC General ISA Terms and Conditions

Your agreement with us consists of these Individual Savings Account Terms and Conditions (ISA Terms) and any Additional Conditions (the ISA Terms and the Additional Conditions are together the Terms) that apply to both our Variable Rate Cash ISA and Fixed Rate Cash ISA. You are advised to read these ISA Terms carefully as they apply to your Account.

Additional Conditions include the following, as applicable to your Variable Rate Cash ISA and/or Fixed Rate Cash ISA: (1) all interest rates and charges that apply to your Variable Rate Cash ISA and/or Fixed Rate Cash ISA or any services you request in respect of your Variable Rate Cash ISA and/or Fixed Rate Cash ISA; and (2) any other terms that we provide you.

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

The ISA Terms are also a framework contract (clauses 1 - 30.8 of the ISA Terms form this framework contract) for payment services on your Account.

We reserve the right to refuse an Application.

In these Terms:

Account means your Variable Rate Cash ISA or your Fixed Rate Cash ISA;

Account Manager, we, us, our or ourselves means HSBC Bank plc;

Administrative Office means HSBC Bank plc, 1st Floor, Courtwood House, Silver Street Head, Sheffield S1 2BH, to which all communications should be addressed, or such other address that we may tell you about from time to time;

Application means a properly completed application to open an Account or transfer in an existing ISA to us from another ISA account manager in accordance with the ISA Terms;

Associate means any holding company of ours or a subsidiary of any such holding company as such terms are defined in Sections 1159 and 1260 of the Companies Act 2006 as amended or replaced from time to time;

ATMs means automated teller machines at which your card will be accepted, which may be operated by us or by someone else;

Branch(es) means branch(es) of HSBC Bank plc in the United Kingdom, Channel Islands and the Isle of Man;

Effective Date means the date upon which we receive and accept both your Application and initial Payment;

Express Bank machines means some of our self-service machines that offer day-to-day banking services in addition to the services that are available at ATMs;

Fixed Rate Cash ISA means your HSBC Fixed Rate Cash Individual Savings Account;

HSBC Bank General Terms and Conditions mean our general terms and conditions for your other account(s) with us, such as a current account or a savings account;

HSBC Group means HSBC Holdings plc, its subsidiaries, Associated Companies and affiliated companies;

ISA means an Individual Savings Account under the Regulations;

Maturity Date means 12 months from the Effective Date;

Payment or Payments means any amount received from you or from another ISA account manager on your behalf for payment into your Account;

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

PIB means our Personal Internet Banking Service;

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

Regular Savings means when you pay in to an Account by making monthly payments by standing order as referred to in clause 5.9;

Regulations means the Individual Savings Account Regulations 1998 (as amended or replaced from time to time);

Rules means the rules and regulations in force from time to time of the Financial Services Authority or any successor regulator, acting within the scope of the Financial Services and Markets Act 2000 or any successor legislation and applicable to the Account at any given time;

self-service machines means automatic machines at which you can access banking services using your card and PIN in relation to the account(s) you hold with us. These include ATMs, Express Bank machines, paying-in machines and our machines from which you can withdraw foreign currency. It will be clear at each machine what type of machine it is and what type of services you can access;

Subscription or Subscriptions means any amount received from you for payment into your Account;

Tax Free means free of UK income tax and capital gains tax;

Tax Year means a year beginning on 6 April and ending on 5 April in the following calendar year;

TBS means our Telephone Banking Service;

Variable Rate Cash ISA means your HSBC Variable Rate Cash Individual Savings Account;

working day(s) means Monday to Friday, except for public holidays;

You or **Your** means the person whose name, address and other particulars appear in the relevant Application to open an Account.

Your Account should not be used for business purposes. No third party will have any rights under the Terms. We may refuse to accept money or your Application to open an Account.

Variable Rate Cash ISAs and Fixed Rate Cash ISAs are not sold through our branches in Jersey, Guernsey and the Isle of Man.

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

Contact information

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

Issue	From the UK	From abroad
UK Account(s)	08457 404 404 (8am to 10pm)	+44 1226 261 010 (8am to 10pm)
Premier customers	08457 707 070 (24 hours)	+44 1226 260 260 (24 hours)
Any issue - Textphone users only	08457 125 563 (24 hours)	+44 207 088 2077

1. Appointment and authority

1.1 You appoint us as the manager for your Account. We will manage it in accordance with the ISA Terms, your Application, the Rules and the Regulations.

1.2 You authorise us to undertake any functions required of an ISA manager under the Regulations on your behalf and to comply with any other legislation or regulation or government publication which may affect or be in any way connected with your Account now or in the future.

2. Opening an Account

2.1 These ISA Terms will come into effect on the Effective Date. The Effective Date is also the date upon which your Account commences.

2.2 You must be aged 16 or over to open an Account.

2.3 You can only open an Account in your sole name and not with anyone else.

3. Operating your Fixed Rate Cash ISA

3.1 General

3.1.1 The terms in this clause 3 apply to the Fixed Rate Cash ISA for one year from the Effective Date.

3.1.2 One year after the Effective Date your Account will be renamed a Variable Rate Cash ISA and all terms relating to the Variable Rate Cash ISA terms (including in clause 4 below) will apply.

3.1.3 You must only make one Payment on the Effective Date for either:

- the maximum amount permitted by the Regulations for that Tax Year, or,
- if you are making a transfer in from another ISA manager, for the amount of the Payment transferred in.

After you have opened your Account no further payments in are permitted.

3.1.4 We will send you confirmation of:

3.1.4.1 the amount deposited, and

3.1.4.2 the Effective Date,

shortly after the Effective Date.

3.1.5 You can make a Subscription in cash, by cheque or by debit card. Please see below for further details as to how you can do this.

3.1.6 Fixed Rate Cash ISAs are subject to availability and we reserve the right to:

3.1.6.1 withdraw them at any time and decline any applications, and

3.1.6.2 launch subsequent issues at different rates of interest.

3.2 Maturity

3.2.1 We will send you notice of maturity at least 30 days prior to the Maturity Date of the Fixed Rate Cash ISA. This will outline the options open to you on the Maturity Date, including the option to transfer some or all of the funds held in your Account to a new fixed rate cash ISA with us (if available at that time).

3.2.2 If we do not hear from you to the contrary, your Fixed Rate Cash ISA will be renamed Variable Rate Cash ISA and interest will be paid from the Maturity Date at the Variable Rate Cash ISA rate. Your Fixed Rate Cash ISA will become subject to the Variable Rate Cash ISA Terms set out in clause 4 below.

3.3 Future Subscriptions into your Account

3.3.1 If you wish to make a further Subscription to your Account after the initial 12 months, you will need to complete a Variable Rate Cash ISA Application that we accept before you can subscribe in subsequent Tax Years.

4. Operating your Variable Rate Cash ISA

4.1 General

4.1.1 The maximum amount that can be subscribed each Tax Year is the maximum permitted by the Regulations for that year.

4.1.2 You can pay into your Variable Rate Cash ISA by way of Regular Savings in accordance with clause 5.9.

4.1.3 We also accept cash, cheques, standing orders and internal transfers for payment into your Account. Please see below for further details as to how you can do this.

4.2 Interest Rates

Please refer to clause 26 below in relation to our interest rates and, how we may vary these and/or any interest rate bandings that apply to your Variable Rate Cash ISA.

4.3 Subscriptions into your Account

If you do not make a Subscription to your Account in relation to your Variable Rate Cash ISA during one complete Tax Year, you will need to complete and lodge with us a fresh Application that we accept before you can subscribe in subsequent Tax Years.

5. Different types of payment into and out of your Account

5.1 You cannot make standing orders, direct debit payments, bill payments, faster bill payments, Electronic Funds Transfers, Priority Payments, SEPA payments or WorldPay payments out of your Account.

5.2 Internal transfers – sterling payments between UK accounts you have with us in the same name, including joint accounts which you hold with someone else. You can receive and make internal transfers out of your Account.

5.3 Bill payments (excluding faster bill payments) – sterling payments (other than Priority Payments or Electronic Fund Transfers) directly into your Account from another account for which you are account holder, or from the account of another person or organisation in the UK, Channel Islands and Isle of Man, provided that the payment received is your money.

5.4 Faster bill payments – these are bill payments processed using the faster payments service. All bill payments between accounts with us will be faster bill payments.

5.5 Electronic Fund Transfers – payments in sterling in the UK made through the Clearing House Automated Payment System (CHAPS). You cannot make Electronic Fund Transfers from your Account.

5.6 Priority Payments – payments in any currency anywhere in the world, which are made using the SWIFT mechanism.

5.7 Single European Payment Area (SEPA) payments – payments in euro up to the equivalent of £2,000 from accounts in EEA countries and Switzerland. Before a SEPA payment is received into your Account, we will convert the payment into sterling, at the HSBC prevailing rate. We will then add the payment to your Account.

5.8 WorldPay – payments (which do not qualify as SEPA payments) from selected countries in any currency, other than sterling, up to that currency equivalent of £2,000 (please ask us for details).

5.9 Standing orders – payments into your Account by Regular Savings subject to our minimum limit of £10 per month, which can vary in number and amount. We reserve the right to change our minimum limit for Regular Savings. If you wish to increase, decrease or stop Regular Savings, your instructions must reach us at least seven working days before the payment date on which the change or stop is to take effect.

5.10 Cash withdrawals – cash you withdraw from your Account.

5.11 Cash payments in – cash deposits into your Account.

5.12 Cheques into and out of your Account.

6. Information you need to provide when you make a payment

6.1 Internal transfers

6.1.1 Unless clause 6.1.2 applies, you must provide us with all the following details to enable us to make the payment:

- the sort code and account number for the recipient's account;
- the date the payment is to be deducted from your Account;
- if there are any joint account holders, all recipients' names; and
- any reference identifying the payment.

6.1.2 If you have a current account with us, you may use the debit card on that account at our Express Bank machines to make transfers between your current account and your Account provided they are held at the same branch and in the same name.

7. Personal Internet Banking

For your Variable Rate Cash ISA, you can make some payments through PIB by logging on, using your user ID, password and providing other security information. When you have provided your payment instructions, you will be asked to confirm those instructions. This will be your agreement for us to make the payment.

8. Telephone Banking Service

8.1 This clause 8 applies to your use of TBS in respect of your Account to obtain certain information and give us certain instructions.

8.2 TBS is available, provided that your identity can be verified, by using a security number or by speaking to a customer service representative and completing security procedures. You will be asked to create a personal security number when you register for TBS (or if you lose or forget your security number). The number must be between six and ten digits long.

8.3 You can contact us on TBS by calling the applicable number set out in the table before clause 1 of the ISA Terms. To help us continually improve our services and in the interests of security, we may monitor and/or record your telephone calls with us.

8.4 To use our Automated Service you will need a touch tone telephone and a security number. If you have a password with us, you should contact us to convert it to a security number.

8.5 Our Automated Service enables you to:

- 8.5.1** obtain your balance, see clause 22.5;
- 8.5.2** obtain details of recent transactions;

8.5.3 transfer money between certain of your accounts, and your HSBC Bank credit cards;

8.5.4 speak with a Customer Service Representative in relation to other enquiries.

8.6 Your instructions

8.6.1 You can make some payments through TBS (once you have completed our security procedures) by speaking to a Customer Service Representative, who will take details of the payment and then confirm the details to you. You must confirm these details are correct before we make the payment. Alternatively, if you are using the Automated Service, you must provide the payment details using your telephone key pad. We will repeat the payment details before asking you to confirm them by pressing a button on your telephone key pad. Your confirmation will be your agreement for us to make the payment.

8.6.2 On satisfactory completion of our security procedures, we can act on any instructions given to us, even if these instructions were not given by you or with your authority. However, your responsibility for transactions or instructions which have not been authorised by you will be limited in the way set out in clause 24.3.

8.7 Availability of TBS

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

8.8 Using a Textphone

If you wish to use a textphone to contact us, we will contact you on your textphone to set up your security number and security details.

9. Branch

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

10. Post

To instruct us to make a payment by post you must send a letter addressed to HSBC Bank plc, 1st Floor, Courtwood House, Silver Street Head, Sheffield S1 2BH. You must set out all the details we tell you we need to make the relevant payment (please see clause 6) and you must sign the letter (your signature must match the signature on your mandate with us). This will be your agreement for us to make the payment. We will make the payment once we have checked your instructions.

11. Cards – Debit and self-service cards – and self-service machines

11.1 If you have a current account with us, you may use the debit card on that account

at our self-service machines to make internal transfers between your current account and your Account provided they are held at the same branch and in the same name. This can only be done by prior arrangement with us. We will normally debit transfers and credit them to the appropriate account on the same day.

11.2 To make a payment using self-service machine, you must use the key pad to type the payment details out and then confirm to us that you want the payment to be made. This will be your agreement for us to make the payment.

11.3 Please refer to the HSBC Bank General Terms and Conditions for all information on and terms that apply to your debit and self-service cards with us and your use of our self-service machines.

11.4 If you do not hold another account with us (such as a current account or a savings account), you may still be able to use our self-service machines. Please ask a member of our staff in branch to assist you in using our self-service machines.

12. Important Security Information

12.1 You must use TBS and PIB in accordance with the Terms. PIB is also subject to its own terms and conditions provided to you when registering for the service.

12.2 You must take all reasonable precautions to keep safe and prevent fraudulent use of any security details (including, security numbers, passwords or other details including those which allow you to use PIB and TBS).

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

General

- never writing down your security details;
- not choosing security details that may be easy to guess;
- taking care to ensure that no one hears or sees your security details when you use them;
- keeping your security details unique to your accounts with us;
- not allowing anyone else to have or use your security details (including for TBS and PIB) and not disclosing them to anyone, including the police and us, your security details when registering for or resetting your TBS and PIB security details (but even then do not disclose in full);
- keeping information about your Account containing personal details (such as statements) safe and disposing of them safely. People who commit fraud use many methods, such

as searching in dustbins, to obtain this type of information. You should take simple precautions such as shredding paper containing such information;

- changing your security details immediately and telling us as soon as possible in accordance with clause 12.3 if you know, or even suspect, that someone else knows any of those details, or if we ask you to;

- keeping your security details safe;

Telephone Banking

- when you call us, we will confirm your identity using our current security procedures. We will never ask you for more than two digits of your security number. We may not be able to assist you if we are unable to identify you as our customer using our security procedures;

- when we call you, we will never ask for details of your security number or password or other security details to identify you as our customer. We will ask you questions based on information known to us about you and the transactions on your Account;

- when you contact us by telephone, you should not use cordless or mobile telephones operating on an analogue network. We recommend that you use either a landline or a digital mobile telephone. We are not responsible for the security of your Account if anyone else intercepts or overhears you speaking to us on the telephone;

If using a Textphone

- it is your responsibility to always clear your textphone's memory after every conversation with us;

- ensure that you tear out and destroy any printed record of your security number or personal security details from any printer attached to your textphone;

- keep your textphone properly operational;

Personal Internet Banking

- keep your personal computer secure by using anti-virus and spyware software and a personal firewall;

- keep your passwords, and other security details secret – we will never ask you for your online banking security information in full;

- always access PIB by typing in the bank address to your web browser, never go to an internet banking site from a link in an e-mail and then enter personal details;

- never access PIB from any computer connected to a local area network (LAN) (this is usually the case for computers you use at

work) or any public internet access device or access point (eg., at an internet café) without first making sure that no one else will be able to observe or copy your access or get access to PIB by pretending to be you;

- never record any password or other security details on any software which retains it automatically (eg, any computer screen prompts or 'save password' feature or the line on your internet browser) unless retaining your password or security details is a specific function of a banking service provided by us;
- once you have logged on to PIB, do not leave the device from which you have accessed it or let anyone else use that device until you have logged off; and
- follow all security measures recommended by the manufacturer of the device you use to access PIB, eg, the use of personal identification numbers for mobile telephones with internet access.

12.3 If any security details are lost or stolen, or you suspect that someone has used or tried to use them, you must tell us without delay by calling us on the applicable number set out in the table below. When lines are closed, please call without delay the applicable number for Cards and PINs issues and we will block access to your Account (to re-set your relevant security details, you will need to call the usual number during opening hours). Telephone calls will be put through to our Automated Service. Textphone calls will be put through to our Customer Service Centre. To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us.

Issue	From the UK	From abroad
Cards and PINs Issues	08456 007 010 (24 hours)	+44 1442 422 929 (24 hours)
PIB Issues	08456 002 290 (8am to 10pm)	+44 1226 261 226 (8am to 10pm)
TBS Issues – Account	08457 404 404 (8am to 10pm)	+44 1226 261 010 (8am to 10pm)
TBS Issues – Premier customers	08457 707 070 (24 hours)	+44 1226 260 260 (24 hours)
Any issue – Textphone users only	08457 125 563 (24 hours)	+44 207 088 2077

12.4 If asked, you must confirm in writing the loss or theft of your security details relating to PIB or TBS.

12.5 We will ask you to co-operate with us and the police in relation to any investigation into the actual or suspected misuse of your passwords, security number, security details and/or accounts. You must report any unauthorised transactions to the police within seven days of our request. We may also disclose information about you or your Account to the police or other third parties if we think it will help prevent or recover losses.

13. When payments will and will not be made by us

13.1 We will make/authorise a payment from your Account if you authorise it in any of the ways set out in the ISA Terms, and if there are cleared funds in your Account.

There may be a delay in carrying out your instructions while fraud prevention checks take place.

13.2 When we assess whether to make/authorise payments under clause 13.1, we may consider any other payments we have made or agreed to make from your Account that day, even if those other payments have not already been deducted from your Account. You must take this into consideration when requesting payments.

13.3 We may refuse to make a payment (and we will not be responsible for any loss) if:

- any of the conditions set out in the ISA Terms have not been met; or
- we are not reasonably satisfied the transaction or the instruction is lawful; or
- we consider that your Account has been or is likely to be misused; or
- for fraud prevention purposes.

13.4 If we refuse to make a payment that you have requested you will normally be told when you request the payment, unless we suspect fraud – please see clause 23 for details about our fraud prevention measures and what we do if we suspect fraud. In all cases, if you telephone us, we will tell you if a payment has been refused, the reasons for the refusal (if possible) and the procedure for correcting any factual errors that led to the refusal. This information will be available immediately after our refusal of your instruction. We will not be able to provide you with details in any of these ways if it is unlawful for us to do so.

14. Foreign payments

14.1 If we receive a payment in a different currency to the currency of your Account and your correct BIC and IBAN is attached to that payment, we will convert the payment into sterling at the HSBC Bank plc prevailing exchange rate. We will then add the payment to your Account.

14.2 Any foreign banknotes which you wish to pay into your Account using an HSBC branch will be converted at the applicable HSBC Bank plc exchange rate and then added to your Account.

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

15.1 The cut-off time is the time before which on a working day (or calendar day for faster bill payments and internal transfers, which can be made on any day) a payment or a payment instruction is treated as received by us on that working day (or calendar day, as appropriate). This means if we receive a payment or a payment instruction after the cut-off time, we will treat this as received by us on the following working day, or for faster bill payments and internal transfers, the following calendar day. If we receive a payment (other than faster bill payments and internal transfers) or a payment instruction (other than for a faster bill payment or internal transfer) on a day that is not a working day, we will treat this as received on the next working day or, for faster bill payments and internal transfers, the following calendar day. Cut-off times vary for different types of payment and for different ways in which the payment is requested. Information about cut-off times for each type of payment is set out in the table in clause 16.1 and in clauses 19.3 and 20.1.2. We will receive any instructions you give us by post when we open your letter (there are no cut-off times for this).

15.2 Some types of payments have additional currency cut-off times. For these payments, you must give your instructions before the earlier of the cut-off times that apply for us to treat the instructions as received before the cut-off time. Please see the price list for information about currency cut-off times.

15.3 The maximum execution time (the time it takes for the payment to reach the recipient's bank), is set out in the table in clause 16.1 and in clause 20. This starts on the day after the day on which we receive the instruction. The day we receive your instruction for this purpose will depend on whether your payment instructions were received before or after the cut-off time.

15.4 Where you have instructed us to make a payment immediately, we will begin processing the instructions when they are received and you cannot cancel your instructions after you have given them to us.

15.5 If you instruct us to make a payment on a future date, we will begin to process the payment on the date you specify. In this case, whether you may cancel your instructions will vary for different types of payment and for different ways in which the payment is requested. Information about cancelling is set out in the table in clause 16.1.

15.6 After any time limits for cancellation referred to in this clause have expired, you may only cancel your instructions if we agree.

15.7 All cut-off times quoted refer to time in London, UK.

16. Payments out of your Account

16.1 In the table "EB" means Express Bank machine.

Payment Type	Internal Transfers
How you can request a payment	PIB TBS EB
General cut-off time for giving instructions to us	11.45pm
Maximum execution time	Immediate
Payment Limit	
Can you arrange a payment to be sent on a future date?	Yes and you can cancel the payment by PIB, TBS or EB up to 11.45pm the day before we send the payment

17. Other payments and transfers from your Account

17.1 Payment from your Account

17.1.1 If you want to make a withdrawal or transfer from your Account, before we pay any money to you or we transfer the funds we may deduct from it a sufficient amount to pay any tax liability in relation to your Account that you may have. You can make withdrawals of funds in your Account by writing to us. If you write to us we can send you a cheque for the amount of the withdrawal if you ask us to do so.

17.1.2 On your instructions, and within any time limit stipulated by you, we will pay to you all or part of the cash held in your Account normally by transfer to accounts you hold with us.

17.1.3 If you have a Fixed Rate Cash ISA, this clause 17 is subject to restrictions on withdrawals – please see clause 31 for details of these restrictions.

18. Cash withdrawals

18.1 You can withdraw cash from your Variable Rate Cash ISA over a branch counter.

18.2 We will set a limit on the amount you can withdraw each day from self-service machines. You will be advised of the amount of the limit when you receive your card from us.

18.3 If you hold a current account with us, you can make a cash withdrawals from self-service machines in the UK, Channel Islands and Isle of Man using the debit card issued with your account. These cash withdrawals will be deducted from your Account on the same day. For cash withdrawals at self-service machines outside of the UK, Channel Islands and Isle of Man (where the self-service machine operator will act for itself and not on our behalf) the amount of any cash withdrawal made in a currency other than sterling will be converted into sterling. We will deduct the withdrawal from your Account once we receive details of the payment from the card scheme, at the latest the next working day.

18.4 For withdrawals over the counter at branches, you must provide an item of identification acceptable to us. You will need to have a pre-printed withdrawal slip and some identification if it is not your Account holding branch.

19. Payments into your Account

19.1 You can pay cash in over the counter at one of our branches or, if you have a card issued by us, at one of our self-service machines that allows payments to be made into your Account. You must complete a paying-in slip to do this. You must not send cash to us by post.

19.2 If you pay only cash into your Account over the counter at one of our branches or we receive cash from you by personal delivery, it will be credited to your Account and available for you to withdraw immediately. It will be treated as cleared for interest calculation purposes (if applicable) on the same day.

19.3 If you pay in cash using one of our paying-in machines, provided you pay in before the cut-off time displayed on the machine, it will be credited to your Account and available for you to withdraw immediately after the machine is opened and we receive and check your deposit, which will be on the same working day. If the cut-off time is missed, your money will be credited to your Account the next time the

paying-in machine is opened, which is usually the next working day. Some paying-in machines will automatically count the money you deposit and it will be credited to your Account and available for you to withdraw immediately. It will be treated as cleared for interest calculation purposes (if applicable) on the same day.

19.4 If you use one paying-in slip to pay a mixture of cash and cheques into your Account over the counter at one of our branches or by using one of our paying-in machines, the cash will be credited to your Account, available for you to withdraw and treated as cleared for interest calculation purposes (if applicable) as described in clauses 19.2 and 19.3 (as applicable). Please see clause 20 for the treatment of cheques.

19.5 Other banks may allow you to pay in cash through their branches to your Account. You may be charged for this service. The cash will clear through an external clearing system called BACS and will appear in the balance of your Account three working days later. The cash is treated as cleared for interest calculation purposes (if applicable) two working days after it has been paid in at the other bank.

19.6 If you want to pay in a cheque or other item that has been made payable to someone else, that person must sign it on the back. We may ask for further details before we agree to accept it. If a cheque or other item is marked on the front 'not transferable' or 'account payee', we can only accept it for the person it is made payable to. However, a cheque or other item made payable to joint names cannot be paid into your Account.

19.7 We can only accept responsibility for Subscriptions into your Account after we have received and checked them.

20. Cheques

20.1 Clearing cheques

20.1.1 The 'central clearing cycle' (normally three working days) is the time taken for money paid from or into your Account to be deducted or added. This section applies to our normal clearing cycles for cheques drawn in sterling or in euros (other than those drawn on banks abroad) paid into branches of English, Scottish, Welsh or Northern Ireland banks in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

20.1.2 When you pay a cheque into your Account, you will normally have to wait three working days after the day it has been paid in before you can withdraw the money unless you ask us to send it for special presentation or we

agree otherwise, eg, the proceeds of a cheque paid in on a Monday will normally be available for withdrawal on that Thursday. We may extend this time period if there are actual or potential credit or fraud prevention reasons to do so. When we refer to the day you pay a cheque into your Account we mean the first day that we deal with and process the cheque. Please also see clauses 19.4 and 20.1.6. So, if you pay in a cheque via a self-service machine after the cut-off time displayed in branches, we will not process your cheque until the following working day.

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

20.1.4 We treat cheques as being cleared for interest calculation purposes (if applicable) two working days after they have been paid in, eg, on Wednesday if paid in on a Monday. If you withdraw money which is not cleared for interest calculation purposes (if applicable), you may be charged interest even though your Account shows a credit balance. If you pay a cheque drawn on one of our branches into that branch and your Account is also held at that branch, you will normally be able to withdraw the money on the next working day. The amount of the cheque is treated as cleared for interest calculation purposes (if applicable) on the day it is paid in.

20.1.5 If you pay a cheque into your Account by post, you will normally have to wait three working days after the day we receive it before you can withdraw the money.

20.1.6 You may be able to pay cheques and other items drawn on branches of banks in the UK, the Channel Islands and the Isle of Man into your Account through any banks in the UK, the Channel Islands and the Isle of Man. You may be charged for this service.

20.2 Cheques returned unpaid and paying in cheques

20.2.1 The bank on which a cheque is drawn may return it unpaid, even if we have let you withdraw the money and/or the amount on the cheque has been included in your available balance (see clause 22.5). When a cheque is returned unpaid, it will usually happen three or four working days after the cheque has been paid into your Account, but it could be later (see clauses 20.2.2 to 20.2.8). When you pay in a cheque at a branch counter, you can ask us to specially present it to the bank it is drawn on. This means that we will ask the bank on which the cheque has been issued if the cheque will be paid. We will post the cheque to the bank it is drawn on and, upon receipt, they will confirm whether the cheque will be paid. Special presentation does not affect the clearing cycle for interest calculation purposes. A charge will

be debited to your Account for using our special presentation service.

20.2.2 If a cheque paid into your Account is returned unpaid, the amount of the cheque will be deducted from your Account. The amount of the cheque is not a valid Subscription under the Regulations. We will tell you that this has been done. Depending on why the cheque was unpaid, we will either ask for payment again from the bank of the person who issued it, or return it to you. Different procedures apply to foreign cheques, please ask us for details.

20.2.3 Clauses 20.2.4 and 20.2.5 apply to sterling cheques paid in at and drawn on branches of English, Scottish, Welsh or Northern Ireland banks.

20.2.4 If a cheque paid into your Account is returned to us unpaid, we will not debit your Account beyond the sixth working day after it was accepted by us (if you pay a cheque into your Account over the counter at another bank the date we accept the cheque will be when your Account with us is credited with the amount of the cheque). Because we process overnight, the debit to your Account could appear up to 9am on the seventh working day. For example, if you pay a cheque into your Account on Monday, your Account will not be debited after 9.00am on Wednesday the following week (or Friday the following week for cheques paid in at other banks' counters).

20.2.5 A cheque you pay in may be returned and the amount of the cheque deducted from your Account more than six working days after the date we accepted it:

20.2.6 where you are, or we reasonably suspect you are, knowingly involved in a fraud concerning the cheque; or

20.2.7 if you have given your express consent.

20.2.8 Clauses 20.2.2 and 20.2.5 do not apply to cheques paid in at or drawn on branches in the Channel Islands and the Isle of Man. In such a situation, a cheque could be debited later than six working days after you have paid it into your Account. Because of this, we may require you to wait until we are certain that the cheque has been paid before you are able to draw against it.

20.2.9 If you want to pay in a cheque or other item that has been made payable to someone else, that person must sign it on the back. We may ask for further details before we agree to accept it. If a cheque or other item is marked on the front 'not transferable' or 'account payee', we can only accept it for the person it is made payable to. However, a cheque or other item made payable to joint names cannot be paid into a sole account.

21. Third party authority

You can authorise another person to operate your Account. You will need to sign a document called a third party mandate in respect of your Account. You can also do this by signing a power of attorney but you should take legal advice before doing so. If you authorise another person to operate your Account then you will be responsible for their actions or omissions as if they were your own.

22. Statements

22.1 Unless you choose to view statements for your Account electronically and as a result not to receive paper statements or to receive them less frequently, we will send you paper statements for each Account on Account opening and annually in May.

22.2 If one or more payments have been made from or to your Account in any month you can ask us to provide you with a statement for that month in the way you usually receive statements.

22.3 Please tell us as soon as you can if any statements have an entry that seems to be wrong.

22.4 If you ask, we will send you additional statements (including paper copies of statements sent to you electronically or copies of those previously supplied). We may charge for additional statements.

22.5 Balance information

22.5.1 We will provide you with details of:

- the balance on your Account. This may include transactions that are still being processed and so may be subject to change;
- the available balance on your Account. This includes the amount of cleared funds in your Account.

Your Account and the transactions passing through it may be affected by a court order that is obtained, for example, against you or your Account. If so, the balance may change and transactions may not be processed or may be reversed.

22.5.2 For payments into your Account received through the BACS system (ie, bill payments) and standing orders into your Account, we will include a shortened reference identifying the payment on the statement. If you would like to see the full reference on your statement, please ask us in any branch or via TBS.

22.5.3 For payments processed using faster bill payments into your Account, we will include a shortened reference identifying the payment on your statement. The full reference is available at any time via TBS or in any branch. We will send you a written copy of this information if you ask us to.

22.5.4 For your Variable Rate Cash ISA you will be able to view the following information via PIB and if you have a debit card, Express Bank machines:

22.5.4.1 incoming standing orders and bill payments (excluding faster bill payments); and

22.5.4.2 incoming electronic payments.

22.5.5 The items that are due to credit your Account may be returned or recalled and so may not be included in your statement. The fact that you have been able to see these items is not a guarantee they will be paid into or out of your Account on the following working day and that they will appear on your statement.

23. Fraud prevention

23.1 We carry out certain checks on transactions on your Account as part of our fraud prevention measures. We may contact you by post, telephone (including mobile phone), e-mail, mobile messaging or (if you are registered for PIB) secure e-message, to say there may be suspicious activity on your Account, or we may leave a message to ask that you call us. If we ask you, you must contact us as soon as possible. In respect of payments made through TBS or PIB, if you do not reply to us, we will assume you have not authorised the transaction and it will not proceed.

23.2 We, or any other member of the HSBC Group, may take whatever action we consider appropriate to meet any obligations, either in the UK or elsewhere in the world, relating to the prevention of fraud, money laundering and terrorist activity and the provision of financial and other services to persons who may be subject to sanctions. This may include, but is not limited to, investigating and intercepting payments into and out of your account(s) (particularly in the case of international transfers of funds) and investigating the source of or intended recipient of funds. It may also include making enquiries to establish whether a person is subject to sanctions. Exceptionally, this may delay the carrying out of your instructions or the receipt of cleared funds but, where possible, we will advise you of the reasons for and likely length of any delay. If we are not satisfied that a payment in or out of your Account is lawful, we may refuse to deal with it.

23.3 Neither we nor any other member of the HSBC Group shall be responsible to you or any third party for any loss incurred as a result of us or any other member of the HSBC Group taking the actions set out in clause 23.2 above. In addition, we shall not be responsible to you for any loss you may incur if we, or any of our agents or correspondents are prevented from or delayed in providing you with any banking or

other services due to strikes, industrial action, failure of supplies or equipment, or other causes beyond our reasonable control.

24. Responsibilities

24.1 Making payments

24.1.1 We will make payments based on the information we require you to provide us as set out in clause 6. If you provide us with incorrect information, we will not be responsible if the payment is not made, it is delayed or it is made incorrectly. If you ask us, we will make reasonable efforts to recover an incorrect payment.

24.1.2 If you provide us with extra information to that specified by us as required, we will only be responsible for making the payment based on the information we have told you we require.

24.1.3 If you have instructed us to make a payment, we are responsible for it being made correctly unless we can prove to you that the payment was received by the recipient's bank within the timescales for executing payments set out in the table in clause 15.1 and in clauses 17 to 20.

24.1.4 If a payment has been made incorrectly by us we will, without undue delay, refund your Account with either:

- the payment; or
- in the case of an overpayment, any excess amount incorrectly deducted so you do not incur any loss.

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

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

24.2 Unauthorised transactions

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

24.3 Liability for unauthorised transactions

24.3.1 Subject to clauses 24.3.2 to 24.3.5, and the Regulations and any H M Revenue and Customs guidance, we will be responsible for any unauthorised transactions that you tell us about in accordance with clause 24.2 (if on reasonable grounds we suspect fraud or that you have been grossly negligent, we will investigate the transaction). Where we are responsible, we will immediately refund the amount of the unauthorised transaction and any resulting interest and charges. We will have no further liability to you.

24.3.2 You will be responsible for all losses if you act fraudulently or if you allowed another person to use your card or your Account.

24.3.3 You will be responsible for all losses arising from unauthorised transactions on your Account as result of:

- you acting fraudulently; or
- you intentionally or with gross negligence failing to use TBS and/or PIB in accordance with the Terms (including keeping safe your security or personalised details); or
- you intentionally or with gross negligence failing to notify us in accordance with clause 12.3 of the loss or theft of any security or personalised details.

24.3.4 Unless you have acted fraudulently, you will not be responsible for any losses in respect of an unauthorised transaction:

- after you have notified us of the loss or theft of your security details in accordance with clause 12.3; or
- if we have failed to provide the facilities we describe in clause 12.3 for you to tell us if your security details have been lost or stolen.

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

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

24.4 Account Aggregation

If you use an account aggregation service, you may be liable for any fraud or mistakes that occur on your accounts as a result of using the service. An account aggregation service allows you to see, on one web page, details of the online accounts you hold with financial institutions. The service may be provided by a financial institution (with whom you hold an account) or through a website not owned by a financial institution.

24.5 Suspension of TBS or PIB

24.5.1 We may, at any time, suspend your use of TBS or PIB if we have reasonable grounds which relate to the security of or the suspected unauthorised or fraudulent use of TBS or PIB.

24.5.2 We will normally give you advance notice (either in writing or by phone or in branch) if we are going to suspend your use of your TBS or PIB. We will tell you why we are taking this action but we will not give you notice or details of the reason for the suspension if this would compromise our reasonable security measures or if it is unlawful to do so. We may occasionally suspend your use of your TBS or PIB without notifying you where we have been unable to contact you in advance. We may also suspend your use of your TBS or PIB due to national or European legal obligations that apply to us.

24.5.3 You can ask us to lift any suspension of your use of your TBS or PIB by calling us.

25. Changing the Terms – general information

25.1 We may change interest rates and other Terms in accordance with this clause 25 and clauses 26 to 29.

25.2 When we tell you about a change personally, we may do this by post, e-mail, secure e-message, a message on your statement, or in any other way that will be sent to you individually.

25.3 When we give you notice of a change of interest rates in the national press, the notice will be published in 3 national newspapers, which will usually be the Daily Mirror, the Daily Mail and the Daily Telegraph. So that you can compare rates, our newspaper notices will show the old and new interest rates.

26. Interest rates that apply to money you have with us in your Account and changing interest rates

26.1 You will receive interest at the rate appropriate to your Account. We may vary our interest rates and/or interest rate bandings that apply to your Account for one or more of the reasons set out in clause 28 below.

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

26.3 We calculate interest on the daily cleared balance of your Account. We will pay your interest monthly.

26.4 We will pay interest to your Account, or as you direct, without the deduction of UK income tax.

26.5 We may change interest rates applied to money you have with us in your Account in the following ways:

26.5.1 if the change is favourable to you, by, within 30 days of the change, telling you about it personally or by, within 3 working days of the change, putting notices in the national press and on our Rates and Charges Notices in our branches; and

26.5.2 if the change is not favourable to you, by telling you about it personally at least 14 days in advance of making the change (we will give you longer notice if we are required to do so in order to comply with law, regulation, industry guidance or industry codes of practice).

26.6 Interest on your Fixed Rate Cash ISA Between the Effective Date and the Maturity Date:

26.6.1 The rate of interest will be fixed from the Effective Date until the Maturity Date. You will be advised of the applicable interest rate when you apply for a Fixed Rate Cash ISA and this will be confirmed to you shortly after your Fixed Rate Cash ISA is opened.

26.6.2 We will pay interest to your Fixed Rate Cash ISA on the first anniversary of the Effective Date or the next working day. Alternatively you can instruct us in your Application to have interest paid out to a nominated bank or building society account.

26.7 After the Maturity Date you will receive interest at the Variable Rate Cash ISA rate. Please see clause 4 of these ISA Terms which will apply to your Account after the Maturity Date.

27. Other changes to the Terms

27.1 Subject to the Rules and Regulations, we may make changes to the Terms, including changes to the basis on which we charge for operating/ providing our Fixed Rate Cash ISA, by giving you at least two months' advance personal notice.

28. Reasons for making changes

We may make any change to the Terms under clauses 25 to 27 for all or any of the reasons set out in this clause 27 that apply.

- If the change is favourable to you.
- Following, or in anticipation of, and to reflect a change in relevant law or regulation or to reflect a change in industry guidance or code of practice or good banking practice.

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

29. What you can do when we tell you about a change

29.1 When we give you advance notice of a change we intend to make in accordance with clauses 25 to 27 before the change takes effect, or for changes that are not favourable to you made in accordance with clause 26.5.2 up to two months after the date of the notice to you, you may end this contract and close your Account in accordance with clause 30. There will be no charge for this. If you do not tell us that you want to end this contract, and if we do not hear from you as described in clause 29.1 before the date each change is to take effect, then you will be deemed to have accepted the change and it will take effect automatically.

29.2 If you do not accept a change made under clauses 25 to 27, then you must tell us before the change takes effect and we will treat this as notice from you to end this contract and close your Account immediately in accordance with clause 30. There will be no charge for this.

30. Ending this contract

30.1 You can end this contract with us at any time, by writing or phoning us, by going into your local branch or via PIB .

30.2 If this contract is ended in accordance with this clause 30, your Account will close and, other than clause 34 and where terms/products/services are expressly stated to continue, your agreement with us, consisting of the Terms, will also end.

30.3 Closure is subject to completion of any outstanding transactions. You must repay any money owed to us in relation to your Account before we close your Account.

30.4 We can end this contract with you and close your Account immediately in the following situations:

30.4.1 if your Account no longer satisfies the Regulations;

30.4.2 if you have significantly broken any of the Terms;

30.4.3 there has been or we suspect there has been fraud involving any of your accounts with us or any transactions on any of your accounts;

30.4.4 if there has been or we suspect there has been suspicious activity on your Account;

30.4.5 if we have reasonable grounds for believing you have committed or are about to commit a crime in connection with your Account;

30.4.6 if you have not satisfied any anti-money laundering requirements.

30.5 We will give you notice in writing immediately after your Account has been closed under clause 30.3.

30.6 Subject to the Regulations and the other provisions in clause 34, we may end this contract and close your Account for any other reason by giving you at least two months' written notice.

30.7 If we close your Account we will repay any credit balance to you.

30.8 In the event of your death, any exemption from UK income tax will end immediately. We may use any money in your Account to reduce or repay any amounts you owe on other accounts with us anywhere in the same name. Subject to this we will continue to deal with your Account in accordance with the ISA Terms and the instructions received from your legal personal representative(s) who will become subject to the ISA Terms. Your personal representative(s) must provide us with proof of death and of their appointment. Following receipt of proof which is acceptable to us, we will pay the net proceeds of your Account to your personal representative(s). We will provide appropriate statements with

regard to the Account and any relevant tax certificate (on request) to your personal representative(s).

31. Closure of, and early withdrawals from, your Fixed Rate Cash ISA

31.1 On your instructions, and within any time limit stipulated by you, we will pay to you all of the cash held in your Account and close your Account.

31.2 You cannot make partial withdrawals from your Fixed Rate Cash ISA.

31.3 This product is a fixed term product. You may withdraw all of your funds and close your Account before the Maturity Date, however, if you want to withdraw all of your funds before the Maturity Date we will charge you £100.

31.4 If you withdraw funds prior to the Maturity Date, you will receive the fixed rate of interest advised to you when you applied for the period your Fixed Rate Cash ISA was open.

32. Closure of your Variable Rate Cash ISA

There is no charge for closing your Variable Rate Cash ISA and no notice period is required.

33. Ownership and custody

33.1 You will be and will remain the beneficial owner of the money in your Account. You may not use your Account as security for a loan, although it may be used as a means of funding the repayment of a loan.

33.2 You may not transfer any of your rights or obligations in relation to your Account.

33.3 You must not borrow on your Account.

34. Your Information

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

34.1 Confidentiality

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

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

34.2 Credit Reference Agencies

We may share information with credit reference agencies (CRAs) to verify your identity and suitability for an account, using information from the Electoral Register and other public sources. CRAs record details of the search even if you do not proceed but the search will not be seen or used by lenders to assess your ability to obtain credit.

34.3 Crime Prevention and Debt Recovery

34.3.1 To prevent crime, verify your identity, recover debt and to meet our legal obligations, we may exchange information (both within the UK and, where appropriate, overseas) with other members of the HSBC Group, and, where appropriate, with credit reference and fraud prevention agencies, law enforcement, debt recovery agencies and other organisations including other lenders.

34.3.2 If you give us false or inaccurate information and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Please refer to clause 34.9.2 for more information regarding the use of data by fraud prevention agencies.

34.4 Data sharing

34.4.1 The HSBC Group may use and share relevant information about you, your transactions with the HSBC Group for credit assessment, customer service, market research, insurance, audit and administrative purposes.

34.4.2 This may include information provided by you, or someone acting on your behalf. Where appropriate (for example if you have relationships with other HSBC Group Companies in other countries), this information may be shared with HSBC Group Companies outside the UK.

34.4.3 We may use other HSBC Group companies and/or third parties to process information and provide services on our behalf which may include the processing of information about you.

34.4.4 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 any third parties are subject to.

34.4.5 Information may also be processed for the purposes of complying with applicable laws, including anti-money laundering and anti-terrorism laws and regulations and fighting crime and terrorism. This may require the disclosure of information to a UK or overseas governmental or regulatory authorities or to any other person we reasonably think necessary for these purposes.

34.5 Information about Products and Services

If you agree, the HSBC Group may use and share relevant information about you, your transactions and your relationship with the HSBC Group to give you information about products, services (including mortgages) and promotions, available from the HSBC Group companies and those of selected third parties which may interest you by post, telephone, electronic and other means. The HSBC Group may also exchange, analyse and use relevant information about you in the way described above to ensure that promotional content displayed to you on screen when you log on to HSBC Group websites is more likely to be relevant and of interest. We will ask you whether you are happy for us to contact you about such products and services or use what we know about you to help decide what we display to you on our websites, when you open an Account. If you change your mind at any time please let us know.

34.6 Miscellaneous

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

34.6.2 Further details explaining how information held by CRAs 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 www.hsbc.co.uk or can be requested from branches or by phoning 0800 587 7008 (textphone 18001 0800 028 3516). Please call this number if you require details of the credit reference and fraud prevention agencies we use. Lines are open 9am to 5pm Monday to Friday.

34.6.3 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 telephone calls with us and conversations we have with you in our branches. Any recordings remain our sole property.

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

34.6.5 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.

35. Bankruptcy

In the event that a petition for a bankruptcy order is presented against you then you agree that we may:

- refuse to act on any instructions given by you or anyone else to make any payment(s) out of your Account unless you have previously obtained an appropriate order from the Court; or
- set up a separate account(s) in your name to which any of your future payments in will be credited.

In the Channel Islands and the Isle of Man, local legislation will apply.

36. Cancellation of your Account

36.1 This clause applies to all new Accounts including ISAs transferred to us from another ISA manager. If you decide you do not want your Account, you have 30 days from the day we open your Account (or, for telephone applications, the day you receive the ISA Terms in the post) to cancel your contract with us. This can be done by writing to us or via our PIB service. We will cancel your Account and pay you the balance in it with gross interest at the appropriate rate.

36.2 If, following the transfer of an ISA to us from another ISA manager, you wish to cancel your Account but still retain the tax benefits of holding the money transferred in 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 any gross interest earned. If you withdraw in this way you will lose the tax benefits of a cash ISA.

36.3 Under HM Revenue & Customs guidance, any ISA Subscription(s) cancelled in accordance with this clause 36 are treated as if they had never been made. This means you can subscribe to another cash ISA with us or another ISA manager in the same Tax Year, assuming there is still time to do so and you remain eligible to subscribe to an ISA.

37. Transferring your ISA

37.1 Transferring your Fixed Rate Cash ISA

37.1.1 You can transfer your Account in whole (but not in part) to a different ISA manager at any time. Subject to the above, on your written instruction and within any time limit stipulated by you (subject to you giving us 30 days notice), we will transfer all of your Fixed Rate Cash ISA as requested by you with, all rights and obligations to the new ISA manager, provided that they agree to the transfer. Clause 17 of the ISA

Terms will also apply. Whilst we will endeavour to carry out the transfer within 30 days, occasionally it may take longer to complete due to factors beyond our control. You can tell your new ISA manager in writing or us that you want to transfer all of your Account. If you ask us we will provide you with a transfer out form to complete, which we will then send to your new ISA manager.

37.1.2 We also accept transfers in of cash ISAs you hold with other ISA managers. All such transfers in must be made in cash. You can only transfer in current Tax Year Subscriptions if you have not opened an Account with us in the current Tax Year. A new Account will be opened in respect of each transfer in.

37.2 Transferring your Variable Rate Cash ISA

37.2.1 You can transfer amounts representing current Tax Year Subscriptions in whole (but not in part) to a different ISA manager at any time. You can also transfer previous Tax Year Subscriptions in whole or in part to a different ISA manager. Subject to the above, on your written instruction and within any time limit stipulated by you (subject to you giving us 30 days notice), we will transfer all or part of your Variable Rate Cash ISA as requested by you with, where appropriate all rights and obligations to the new ISA manager, provided that they agree to the transfer. Whilst we will endeavour to carry out the transfer within 30 days, occasionally it may take longer to complete due to factors beyond our control. You can tell your new ISA manager in writing or us that you want to transfer all or part of your Account. If you ask us we will provide you with a transfer out form to complete, which we will then send to your new ISA manager.

37.2.2 We also accept transfers in of cash ISAs you hold with other ISA managers. All such transfers must be made in cash.

38. Void Subscriptions

We will notify you if, by reason of any failure to satisfy the Regulations, your Account (or any part of it) has or will become void or otherwise lose any tax relief as a result of an invalid Subscription having been made. As soon as practicable afterwards, we may, at our discretion, either:

- transfer any invalid Subscriptions in your Account together with interest on them to any other account you hold with us; or
- transfer any invalid Subscriptions in your Account together with interest on them into a new savings account of our choice that we will open for you.

We will send you the terms and conditions that apply to this account at the time of transfer. Interest that accrues on this account will be subject to the deduction of tax at the applicable rate. We may, at any time, deduct from your Account and/or any account referred to in this clause, a sufficient amount to pay any tax liability you may have as a result of your Subscriptions being invalid. If we do this, we will tell you why and when this was done.

39. Changing our banking hours and practice

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

40. Contacting you

40.1 You agree that we may use any contact details you have provided to us, including your postal address, telephone number(s) (including your mobile telephone number) and e-mail address to contact you for service or operational reasons. These include telling you about changes to the Terms, including interest rates, that apply to your Account and generally communicating with you about the day-to-day running of your Account. If you are registered for PIB you agree that we may also contact you using our secure e-message service within PIB for these purposes. You must ensure that the contact details you provide are accurate and that you notify us promptly of any changes. Remember, communications may contain confidential information and if anyone else has access to your e-mail inbox or mobile telephone messages for example they may be able to see this. If you would prefer that we do not contact you for service or operational reasons by e-mail, mobile message or secure e-message please let us know. Whilst we will try to use your preferred channels wherever possible, you may continue to receive important service messages via any of these channels, for example, when we need to contact you urgently.

Where we hold alternative postal address(es) for you, we may send mail to your home address if it is returned from, or you do not respond to, mail sent to your correspondence address.

41. Transferring rights and obligations

41.1 On giving you at least 30 days notice, we may appoint an Associate as manager of the Account in our place. In such circumstances, that Associate will manage the Account in accordance with the ISA Terms.

41.2 Subject to the Rules and the Regulations, we may delegate any of our functions or responsibilities under the ISA Terms to any person, provided that before doing so we satisfy ourselves that such a person is competent to carry out those functions and responsibilities.

42. Not enforcing the Terms

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

43. Your statutory rights

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

44. Governing law and language

The Terms are governed by the laws of England and Wales as are our dealings with you until the time your Account is opened. You and we submit to the non-exclusive jurisdiction of the courts of England and Wales.

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

General Information

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and small businesses – are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to £50,000. For joint accounts each account holder is treated as having a claim in respect of their share, so for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £50,000 each making a total of £100,000. The £50,000 limit relates to the **combined** amount in all the eligible depositor's accounts with the bank, including their share of any joint account, and not to each separate account.

first direct and HSBC are both trading names of HSBC Bank plc and customers who hold deposits under both trading names will only be eligible for one claim of £50,000 in total.

For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website www.FSCS.org.uk or call 020 7892 7300 or 0800 678 1100.

HSBC Bank plc is incorporated in England and Wales and is established at 8 Canada Square, London E14 5HQ which is its registered office. HSBC Bank plc is regulated by the Financial Services Authority and is registered in the Financial Services Authority Register with the registration number 114216. In the UK, HSBC Bank plc is also licensed by the Office of Fair Trading to carry on a consumer credit business, licence number 6343. HSBC Bank plc's registered VAT number is GB365684514 and its company register number is 14259.

How to complain

If we do not deliver the standard of service you expect, or if you think we have made a mistake, please let us know. We will investigate the situation and, if necessary, set about putting matters right as quickly as possible. Where appropriate we will also take steps to prevent a recurrence. Please allow your local branch manager or the manager of the department concerned the first opportunity to answer your concerns and put matters right. However, if you remain dissatisfied and would like further information about our process for resolving complaints, please ask us for our explanatory leaflet 'Listening to Your Comments'. You may be able to refer your complaint to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR.

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

Your next step

Select the appropriate application form (unless applying interactively at your branch) and either:

- ▶ Hand it in at any HSBC Bank branch, or
- ▶ If you are an existing HSBC Bank customer, you can post it in the reply paid envelope provided or send it to HSBC Bank plc, Manchester DSC, Regents Place, Regents Road, Salford M5 4BT. If you would like to arrange an appointment with one of our Financial

Planning Managers, just contact any branch or call us on 08457 404 404. Lines are open 24 hours a day for HSBC Advance customers (textphone 1800 108457 125 563)*. Lines are open 8am to 10pm every day (except Christmas Day, Boxing Day and New Year's Day).

*To help us continually improve our service and in the interests of security, we may monitor and/or record your communications with us.

Disabled customers

We offer many services including Braille and large print statements and sign language interpretation. For more information, just visit www.hsbc.co.uk, call us on 08457 404 404 (textphone 1800 108457 125 563) or come into any HSBC Bank branch.

hsbc.co.uk

Issued by HSBC Bank plc.

We are a principal member of the HSBC Group, one of the world's largest banking and financial services organisations with around 8,500 offices in 86 countries and territories.

HSBC Bank plc, Customer Information:
PO Box 757, Hemel Hempstead, Hertfordshire HP2 4SS