

first direct

Important changes

to our Account Terms and Conditions
and our Give me the facts brochure

Which take effect on 13 January 2018

What's in this brochure

We're letting you know about some important changes we're making to our Account Terms and Conditions, and our Banking on the go App Terms and Conditions which will take effect on **13 January 2018**. This brochure explains the changes – please read it carefully and keep it with the terms documents we've already sent you for future reference.

If you'd like a copy of the new terms you'll be able to view or download them from **13 January 2018** by visiting firstdirect.com/terms-and-conditions or if you prefer paper, give us a call on the number below after this date and we'll send you one in the post.

Our terms cover the following accounts:

- 1st Account
- Regular Saver Account
- Savings Account
- Bonus Savings Account
- Everyday e-Saver
- Fixed Rate Savings Bond (Fixed Rate Saver)
- e-Savings Account
- Everyday Savings Account

What's changing

Most of these changes cover legal requirements including some changes that apply to all banks around introducing new technology, opening up banking to more competition and helping protect you and your money.

We're also updating some of the names we use so from **13 January 2018**:

- 'Telephone Banking' will be known as 'Phone Banking'
- 'Internet Banking' will be known as 'Online Banking'
- our 'Banking on the go App' will be known as 'Mobile Banking' or 'our App.'

We'll also be moving some of the information around to make our terms simpler and shorter so from **13 January 2018** you'll find details about:

- our 1st Account and savings accounts in our terms and our 'Charges and product terms' documents
- our Online and Mobile banking in our new combined Digital Banking Terms.

We explain how to use your accounts and our other services in our 'Give me the facts' brochure which is also available online. Just so you know, this is intended as a guide so we may update it from time to time but you'll always be able to download a copy by visiting firstdirect.com/terms-and-conditions or if you prefer paper, please give us a call on the number below.

What you need to do

If you're happy with the changes you don't need to do anything, they'll happen automatically. If you don't accept them, you have the option to close any accounts covered by these terms before the changes happen with no charge (excluding our Fixed Rate Saver and Regular Saver Account) by calling us on the number below, but we hope you don't need to.

We're here to help

If you have any questions, please give us a call on **03 456 100 100**† and we'll be happy to help.

†Text-phone **03 456 100 147** or if calling from abroad **+44 113 234 5678** (Text Relay **+44 151 494 1260**). For more information on contacting us via BSL video relay service visit firstdirect.com/contact-us

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

Changes to terms that apply to all our accounts

What's changing and where you'll find this in our current terms	How it's changing
How we'll contact you in an emergency (currently in section 2)	We'll make it clearer how we'll use your contact details if we suspect or find fraud or if we have a security threat eg we may try to send you text messages instead of calling you if we think that's the fastest or best way of reaching you.
Opening up access to other companies (aka Third Party Providers) (new)	<p>We'll include new terms that explain you'll be able to use 'Third Party Providers' (through an App or other online service) to make payments from your account(s), or combine and display information about your account(s) with us and other banks or building societies. If you do, you'll need to keep us informed of any incorrect or unauthorised transactions that happen so we can take steps to stop further misuse of your accounts and arrange any refund you're entitled to.</p> <p>Before you give a Third Party Provider access to your account, it's important you check the information they give you to make sure they're authorised by law.</p> <p>We can refuse access to a Third Party Provider if we're concerned it isn't authorised or we believe it's fraudulent. If that happens, we'll explain why, in whichever way we think is most appropriate at the time ie via text, letter, phone etc unless we believe that would compromise our security or it would be unlawful.</p>
Giving you more choice about how you get information like statements (currently in section 12)	You can currently find information about your payments, interest and charges via Online, Mobile and Phone Banking, plus you can view this at ATMs and we can provide regular statements. In our new terms, we'll make it clearer that you'll be able to choose whether you want us to continue as you are or for us to provide a monthly statement.
How we'll manage joint accounts if there's a dispute (currently in section 11)	We'll make it clearer that if you have a joint account and there's a dispute between the account holders, we'll close the account if one of you asks us to but only if there's no money in it.
How we'll deal with some international and foreign currency payments and how they can be paid for (currently in section 4)	<p>Currently there are different rules and ways you're protected when you make payments in the EEA and in EEA currencies. Our new terms will make it clear when these will also apply to payments you make to other places and in other currencies.</p> <p>We'll also explain that you'll no longer be able to pay charges for anyone you're making a payment to within the EEA.</p> <p>European Economic Area (EEA) means all the member states of the European Union, Iceland, Norway and Liechtenstein.</p>

Changes to terms that apply to all our accounts

What's changing and where you'll find this in our current terms	How it's changing
When we won't accept payments into your account (currently in section 5)	We'll make it clearer that we may not be able to accept a payment into your account where we believe it's reasonable to refuse it eg if it would be against the law or a regulation.
When we won't make payments out of your account (currently in section 2)	We'll make it clearer that we may not be able to send a payment from your account if you haven't provided identification or other documents it was reasonable of us to ask you for.
Fixing any mistakes with payments made into your account (currently in section 2)	<p>We'll make clearer how we'll deal with a payment that's made into your account by mistake eg the person making it has used the wrong details or there's been a system error.</p> <p>We'll also explain that if you don't think a payment made from a bank within the EEA was a mistake, we may need to share your name and address with the paying bank so that the person or company making the payment can contact you.</p> <p>European Economic Area (EEA) means all the member states of the European Union, Iceland, Norway and Liechtenstein.</p>
Fixing any mistakes we've made when sending a payment (new)	We'll include a new term to make it clear that if a payment you asked us to make within the EEA doesn't arrive when it should have (normally the business day after we send it from your account), you can ask us to contact the receiving bank and ask them to treat it as if it was made on time.
What happens when you give us wrong payment details (currently in section 9)	If you give us the wrong details for a payment or you tell us about an incorrect payment more than 13 months after it was made, we won't give you a refund but we'll try to trace it for you if you ask us to. The new terms will make it clear that we may make a reasonable charge to cover the costs of doing this.
When we might restrict or block access to accounts if we're concerned about security (currently in section 2)	<p>We'll make it clearer that we may need to restrict or block access to your account(s) to protect you and us from unauthorised use. This could include if you haven't taken reasonable steps to protect your account, payment device(s) (any device you can use to make a payment eg cards, e-wallets etc), or security details (eg PIN, passwords etc).</p> <p>If you find a payment device or cheques after you've reported them lost or stolen, or you think someone's used or tried to use them, please contact us before you use them. Where relevant we may ask you to destroy them and/or return them to us.</p>

Changes to terms that apply to all our accounts

What's changing and where you'll find this in our current terms	How it's changing
<p>Making it clear when you're protected against unauthorised payments made from your 1st Account and some of our savings accounts (currently in section 2)</p>	<p>We're updating how we deal with unauthorised payments so our new terms will explain that you won't have to pay anything towards an unauthorised payment unless you've been extremely careless (legally known as 'acted with gross negligence') or fraudulent.</p> <p>Even if you have been 'extremely careless', you won't have to pay anything towards unauthorised payments after you tell us about the security risk on your account(s).</p> <p>As long as you haven't acted fraudulently, you won't have to pay anything towards an unauthorised payment if we didn't properly check you'd authorised it before sending it.</p> <p>If you're due a refund for an unauthorised payment, we'll make sure you receive this no later than the end of the next working day.</p>
<p>Introducing cheque imaging (currently in section 10)</p>	<p>We're updating the authorisation process for cheques (aka the clearing cycle) to show the faster times for processing sterling cheques received as digital images rather than physical copies. This is being phased in across the banking industry from 30 October 2017. After this date, payments made by cheques that have been imaged will be added to your account on the working day after, whatever time it's paid in and once that happens, the cheque can't be returned.</p>
<p>Reasons we can close an account (currently in section 15)</p>	<p>We'll add the following 2 new reasons why we may close an account:</p> <ul style="list-style-type: none"> • you've provided false or inaccurate information • you're involved in any criminal activity (or it's reasonable for us to believe you are) even if it isn't linked to your account or your relationship with us.
<p>Being clearer about how we use and protect your Personal Information and your rights (currently in section 17)</p>	<p>By opening your account you agree to us accessing, processing and keeping your Personal Information to help us provide services to you, but this doesn't affect any rights or obligations you or we have under data protection legislation. If you choose to close your account, we'll stop using your data for this purpose.</p> <p>The safety and security of your Personal Information and your privacy are very important to us. There are more details about how we collect, use, disclose, transfer and store your Personal Information in our Privacy Policy which also explains your rights. This will no longer be included as part of our terms but you'll be able to find it by visiting firstdirect.com or give us a call on 03 456 100 100† and we'll send you a paper copy.</p>
<p>Reducing some of our charges (currently in 'Our charges')</p>	<p>We'll no longer charge for stopping or Special Presentation of (when we need to contact the bank that issued it to make sure it will be paid) a cheque.</p>

Changes to 1st Account Terms

What's changing and where you'll find this in our current terms	How it's changing
Introducing the new Pay by Bank app (new)	We'll be adding terms to cover this new service which will let you make payments in shops or online directly from your 1st Account via our Mobile App without providing your card or account details. We'll add these terms now in preparation, but they won't apply until the service is available which we're expecting to be towards the end of 2018 or early 2019. We'll let you know next year when this happens.
Acting faster on inactive accounts (currently in section 19)	If you stop using your account for 12 months, we may stop it from being used. We'll let you know before we do this but we may not give you 2 months' notice.
Providing email and text alerts on your current account (currently in section 8)	We'll make clear that in line with changes in regulation we'll have to send you some text alerts ie you won't be able to switch some of them off. This won't affect our Text Message Banking service where you set up your own alerts.

Changes to our Digital Banking Terms

What's changing and where you'll find this in our current terms	How it's changing
Telling you about services provided by another company through Online Banking (new)	We'll add some terms that explain we may give you information about another company if we believe they can provide you with a product or service you may be interested in, but we don't offer eg a link on our website, but we'll also explain that: <ul style="list-style-type: none"> • when we do this we aren't making a recommendation or advising that it's suitable for you • we won't normally charge for this type of referral unless we've agreed this in advance, but the other company may charge to provide the product or service • we may receive payment from the other company for referring you to them and we can provide you with information about this if you ask us to • if you have a problem with any referrals, you may be eligible for compensation via the Financial Services Compensation Scheme up to the investment business limit.

first direct is a division of HSBC Bank plc which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England number 14259. Registered Office: 8 Canada Square, London E14 5HQ.

©HSBC Bank plc 2017. All Rights Reserved.

Member HSBC  Group