

First Directory Terms and Conditions

Please ensure you have read these Terms. Effective from 21 April 2016

Summary of the First Directory Terms and Conditions

This Summary sets out key details of First Directory and the charges that apply to it. It forms part of the First Directory Terms and Conditions (Terms). You should read it carefully together with the rest of the Terms, Worldwide Travel Insurance policy, Mobile Phone Insurance policy, Motor Breakdown Assistance policy and your First Directory welcome page.

First Directory benefits

- Worldwide Travel Insurance*
- Mobile Phone Insurance**
- Motor Breakdown Assistance***
- No **first direct** non-Sterling cash fees on cash withdrawals abroad
- Leisure benefits

*provided by Aviva Insurance Limited.

**provided by Allianz Insurance plc.

***underwritten by AGA International SA and administered in the UK by Mondial Assistance (UK) Limited, trading as Allianz Global Assistance.

Policy terms and conditions apply to all insurances and they are all subject to eligibility.

This is just a summary of benefits, please refer to the First Directory welcome pack for full details.

Charges that apply to First Directory

£15 a month

This fee will be taken from your 1st Account.

First Directory Eligibility Requirements

To be eligible for First Directory you must:

1. Hold a **first direct** 1st Account;
2. Be under the age of 70 (this is because you must be under 70 to personally benefit from the travel insurance that is part of First Directory). If you hold First Directory with another person, one of you must be under 70; and
3. Be residing in the UK* and been resident for at least the last six months and be registered with a UK* doctor and liable to pay local taxes.

If you close your 1st Account we will automatically close First Directory at the same time.

If you tell us that you are moving outside of the UK* we will close First Directory immediately.

If you do not meet any of the other eligibility requirements we will give you 30 days' notice that we will be closing First Directory and you will lose your First Directory benefits.

*UK means the United Kingdom, the Channel Islands and the Isle of Man.

First Directory Terms and Conditions (the Terms)

These Terms apply to First Directory together with any additional terms and conditions we tell you apply.

No one else apart from you, us and any other person you jointly hold First Directory with, will have any rights under these Terms.

All references to we, us, or our in these Terms means **first direct**, a division of HSBC Bank plc.

UK means the United Kingdom, the Channel Islands and the Isle of Man.

1. Term

First Directory is renewed automatically each month and has no minimum term.

2. First Directory Eligibility requirements

The eligibility requirements for First Directory are set out on the front page of these Terms.

If you close your 1st Account we will automatically close First Directory at the same time. You will not have to pay any further First Directory monthly fees after you have paid the fee for the month you close your 1st Account.

However, you will not be able to have First Directory again for 12 months unless you did not use any of the First Directory benefits before closing your 1st Account.

If you tell us that you are moving outside of the UK we will close First Directory immediately. We will deduct from your 1st Account any First Directory monthly fee that we have already told you will be deducted.

If you do not meet any of the other eligibility requirements, we will give you 30 days' notice that we will be closing First Directory and you will lose your First Directory benefits.

3. First Directory benefits

First Directory consists of several benefits, full details of which are set out in the First Directory welcome pack. Terms and conditions apply to these benefits and these are in your welcome pack.

4. Making changes

We can make changes to our charges, the First Directory eligibility requirements and benefits and these Terms.

4.1 When we can make changes

We can make these changes at any time if we reasonably believe that the change is to your advantage or is needed for any one or more of the following reasons (which may relate to circumstances existing at the time or those which we reasonably expect to apply in the near future):

- (a) To respond proportionately to changes in general law or decisions of the Financial Ombudsman Service;
- (b) To meet our regulatory requirements;
- (c) To reflect new industry guidance and codes of practice or good banking practice;
- (d) To respond to the making of a relevant recommendation, requirement or decision of any court, ombudsman or regulator;
- (e) To allow us to make reasonable changes to the way in which we manage First Directory as a result of changes to technology or the systems we use, including introducing new services or facilities or replacing an existing service or facility with a new one;
- (f) To proportionately reflect legitimate increases or reductions in the costs of providing First Directory, services or facilities (including our funding costs); and
- (g) For any commercial reason.

We can also make changes for any other valid reason.

4.2 Changes to the First Directory eligibility criteria, the First Directory benefits, charges and other Terms

If the change is unfavourable to you we will tell you personally at least 30 days in advance.

If the change is favourable to you, we will tell you within 30 days.

4.3 What you can do if you do not like a change we have made

If we provide you with notice that we are going to make an unfavourable change to Terms, you can close First Directory before that change takes effect without charge. However we will deduct from your 1st Account any First Directory monthly fee that we have already told you will be deducted. If you do not tell us that you want to close First Directory, then we will assume you have accepted the change and it will take effect automatically.

4.4 Other changes

In addition to the above, we can also make any change so long as:

- We tell you at least 30 days in advance; and
- You are able to end First Directory before the change takes effect. However we will deduct from your 1st Account any First Directory monthly fee that we have already told you will be deducted.

5. Cooling off period

There is a 14 day cooling off period during which you can close First Directory. This will start from the day after you receive the Welcome pack (which includes these Terms).

You can do this by calling us on **03 456 100 100**[†].

If you have already paid the first month's fee we will refund it to you.

6. Closing First Directory

6.1 If you want to close First Directory

You can close First Directory by calling us on **03 456 100 100**[†]. However, we will deduct from your 1st Account any First Directory monthly fee that we have already told you will be deducted.

If you close First Directory, all of the First Directory benefits will be withdrawn by us.

6.2 When we can close First Directory

We can close First Directory immediately if, at any time;

- You are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally; or
- Your 1st Account is, or we reasonably suspect it is, being used for a fraudulent or illegal purpose; or
- You are, or we reasonably suspect you may be, acting fraudulently; or
- You were not entitled to open your 1st Account or take out First Directory; or
- We have demanded that you repay an overdrawn balance on your 1st Account and you have failed to do so; or
- If we reasonably consider that by continuing this contract we may break a law, regulation, code, court order or other duty; or we, or another HSBC Group company, may be exposed to action or censure from any government, regulator or law enforcement agency.

We can close First Directory for any reason and at any time by giving you at least 30 days' personal notice.

7. Your Information

We will use information about you in the ways set out in the **first direct** Account Terms and Conditions that apply to your 1st Account.

If any of the benefits of First Directory (such as insurance) are not provided by **first direct**, we will exchange information about you and your account with that product provider(s). Product provider(s) and their associated companies and agents, will also process information about you, in the manner described in our **first direct** Account Terms and Conditions, to the extent necessary for providing fraud prevention measures and passing information to regulators and/or ombudsmen. In this context, 'we' and related words and phrases include the product provider. If you require details of any fraud prevention agencies used by our product provider(s), please call us on **03 456 100 100**[†].

8. Contacting You

We will use any contact details we have for you to contact you for service and operational reasons, for example to tell you about changes to the Terms.

If you are registered for internet banking we may also contact you using the secure e message facility within Internet Banking.

You must tell us as soon as possible if any of the contact details we hold for you change.

We may record telephone numbers that you call us from. In limited circumstances we may contact you using these telephone numbers but only if we have not been able to contact you on the telephone numbers you have provided to us.

9. Transfers

We can transfer all of our rights in relation to First Directory to someone else.

We can transfer all of our obligations in relation to First Directory but only to someone we reasonably consider capable of performing them equally as well as us and who is authorised or recognised by our regulator. This will not reduce any of your guarantees and rights in relation to First Directory.

You cannot transfer any of your rights and obligations in relation to First Directory, or First Directory itself, to anyone else.

10. The laws that apply to these Terms

The laws of England and Wales apply to these Terms and how we dealt with you before we opened First Directory. These Terms are in English and any communications we send to you will be in English.

11. Your Statutory Rights

Nothing in these Terms will reduce your statutory rights. For further information about your statutory rights contact your local Trading Standards Department, the Office of Fair Trading or the Citizens Advice Bureau.

†Text-phone **03 456 100 147** or if calling from abroad **+44 113 234 5678**
(Text Relay **+44 151 494 1260**).

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

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