

**first direct**

**ISA Key Facts  
and Terms and Conditions**

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# Introduction

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

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

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

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

## What is an ISA?

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

There are four types of ISA:

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

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

## How much can I subscribe to an ISA?

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

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

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

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

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

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

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

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

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

## Key Features of first direct's Cash ISA

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

# Cash ISA

Summary Box		
Account name	Cash ISA	
What is the interest rate?	<b>Balance</b>	<b>Interest Rate</b>
	All balances	0.75% AER (0.75% tax free)
	Interest is calculated daily and credited monthly.	
Can first direct change the interest rate?	<p>Yes, we can change the interest rate on this account in line with Section 30 of the <b>first direct</b> Cash ISA Terms and Conditions:</p> <p>If we increase the rate of interest, we'll tell you personally within 31 days.</p> <p>If we reduce or remove the credit interest we'll tell you personally at least 2 months in advance and also display this information on our website.</p>	
What would the estimated balance be after 12 months based on a £1,000 deposit?	<b>Initial Deposit</b>	<b>Interest Rate</b>
	£1,000	0.75% AER (0.75% tax free)
	<p><b>Balance at end of 12 months</b></p> <p><b>£1,007.50</b></p> <p>For the purpose of these calculations, it is assumed:</p> <ul style="list-style-type: none"> <li>• initial deposit of £1,000</li> <li>• no additional deposits</li> <li>• no withdrawals</li> <li>• the interest rate remains the same during the 12 months.</li> </ul> <p>Projection provided for illustrative purposes only and does not take into account individual circumstances.</p>	
How do I open and manage my account?	<p><b>Eligibility:</b></p> <ul style="list-style-type: none"> <li>• you must hold a <b>first direct</b> 1st Account, our current account</li> <li>• be aged 18 years or over</li> <li>• be resident in the UK for tax purposes, or if not so resident, be a Crown employee serving overseas, or be married to, or in a civil partnership with, such a person.</li> </ul> <p><b>How to open the account:</b></p> <ul style="list-style-type: none"> <li>• open an account via online banking, by post or via our Banking on the go App</li> <li>• or you can transfer current or previous years subscriptions by completing an ISA transfer form.</li> </ul> <p><b>Minimum/Maximum Balance:</b></p> <ul style="list-style-type: none"> <li>• a minimum of £1 must be deposited to open the account</li> <li>• the maximum amount you can deposit is subject to annual subscription limits. The annual subscription limit for the 2017/18 tax year is £20,000. This can be saved in any combination of the permitted ISAs with either the same or different providers</li> <li>• the maximum balance you can hold is subject to the ISA Regulations.</li> </ul> <p><b>How to manage the account:</b></p> <ul style="list-style-type: none"> <li>• once opened the account can be managed via online banking, telephone banking, by post or via our Banking on the go App.</li> </ul>	
Can I withdraw money?	<p>Yes, you have instant access to your account. You can make as many fee free withdrawals as you like. However once you have paid in the maximum annual subscription limit to this ISA, any amount withdrawn can not be reinvested until the following tax year.</p> <p>If you withdraw funds from your ISA you will lose the associated tax benefits.</p>	
Additional Information	<p>A 14 day cancellation period applies to this account.</p> <p>Interest is paid tax-free, that is free from UK Income Tax and Capital Gains Tax.</p> <p>The value of tax benefits described depends on individual circumstances. The tax treatment of ISAs could change in the future.</p> <p>Subscribing to a cash ISA may affect your eligibility to subscribe to a Help to Buy: ISA</p> <p>Definitions:</p> <ul style="list-style-type: none"> <li>• AER stands for Annual Equivalent Rate. This shows you what the gross rate would be if interest were paid and compounded each year</li> <li>• Tax-free free from personal liability to any UK Income Tax and Capital Gains Tax</li> <li>• ISA stands for Individual Savings Account.</li> </ul> <p><b>Rates correct as at 1 December 2017</b></p>	

## Who can have a Cash ISA?

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

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

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

# Cancellation Rights

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

## ISA transfers

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

# What should I do next?

## Cash ISA

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

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

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

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

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

# Further Information

## Complaints

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

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

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

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

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

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

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

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

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

## Data Protection

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

## Law

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

**first direct**

**first direct Cash ISA  
Terms and Conditions**  
Effective from 6 April 2016

# first direct Cash ISA

These are the Terms and Conditions for your **first direct** Cash ISA (the “**Cash ISA Terms**”).

Your agreement with us consists of the Cash ISA Terms and any Additional Conditions (together the “**Terms**”) that apply to your Account.

Your use of Internet Banking (including via our App) and Telephone Banking will be subject to these Terms.

Additional Conditions include the following, as applicable to your Account/service: (1) all interest rates that apply to your Account/service; (2) all charges and other information that are covered in the interest rates and charges information as applicable to your Account/service with us and you can also find details of interest rates and charges by telephoning us or looking on our website); (3) the Application form, and (4) any other terms that we provide to you.

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

In the Terms:

“**Account**” means the **first direct** Cash ISA established in accordance with these Terms and the Regulations;

“**Account Manager**”, “**we**”, “**us**” and “**ourselves**” means HSBC Bank plc, a member of the HSBC Group, registered office at 8 Canada Square, London E14 5HQ, which is authorised by the Prudential Regulation Authority and registered by the Financial Conduct Authority and the Prudential Regulation Authority, our firm reference number is 114216;

“**Additional Permitted Subscription**” means an additional subscription which you can apply to make into your Account following the death of your spouse or civil partner. The Additional Permitted Subscription will not count towards your current Tax Year ISA subscription limit;

“**Administrative Office**” means **first direct**, 40 Wakefield Road, Leeds LS98 1FD, to which all communications should be addressed, or such other address that we may tell you about from time to time;

“**App**” means the **first direct** Banking on the go App;

“**Application**” means a properly completed application to open an Account or transfer in an existing ISA to us from another ISA manager in accordance with these Terms and the Regulations;

“**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;

“**Authorities**” includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the HSBC Group;

“**business weekday**” means Monday to Friday, except for public holidays;

“**Compliance Obligations**” means obligations of the HSBC Group to comply with: (a) Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring us to verify the identity of our customers;

“**Connected Person**” means any natural person or legal entity (other than you) whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include any guarantor, recipient of a payment, anyone who has opened or operates an account on your behalf, anyone entitled to the money in an account or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group;

“**Customer Information**” means your Personal Data, confidential information, and/or Tax Information or that of a Connected Person;

“**Customer Representative**” means a **first direct** employee who deals with customer queries;

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

“**Financial Crime**” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or break any Laws relating to these matters;

“**Financial Crime Risk Management Activity**” means any action to meet Compliance Obligations relating to the detection, investigation and prevention of Financial Crime. This may include (i) screening, intercepting and investigating any communication, application for Services or any payment, whether sent to or by you or on your behalf, (ii) investigating the source of or intended recipient of money, (iii) combining Customer Information with other related information in the possession of the HSBC Group and/or (iv) making further enquiries as to the status of a relevant person or entity, whether they are subject to a sanctions regime or confirming their identity or status;

**"HSBC branch(es)"** means a branch(es) of HSBC Bank plc in the United Kingdom;

**"HSBC Group"** and "any member of the HSBC Group" means HSBC Holdings plc, and/or any of its affiliates, subsidiaries, associated entities, and any of their branches or offices;

**"Internet Banking"** means our Internet Banking service; We offer an App through which you can access some but not all of our Internet Banking service, Our full Internet Banking service is available by logging on at [www.firstdirect.com](http://www.firstdirect.com). References in these Cash ISA Terms to "Internet Banking" means our full service and the service which can be accessed through the App unless specified otherwise;

**"ISA"** means an Individual Savings Account under the Regulations;

**"Laws"** include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to us or a member of the HSBC Group;

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

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

**"recipient"** means the person receiving money paid (this may be another person or it may be you if you are sending a payment to another account in your name or if you are withdrawing cash);

**"Regular Savings"** means when you pay in to an Account by making periodic payments by standing order as referred to in Clause 18;

**"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 Conduct 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;

**"Services"** means (a) the opening, maintaining and closing of your accounts with us, (b) providing you with credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining our overall relationship with you, including marketing services or products to you, market research, insurance, audit and administrative purposes;

**"Subscription"** means any contribution made by you to a cash ISA during a Tax Year that counts towards the annual subscription limits under the Regulations, and where applicable, an Additional Permitted Subscription;

**"Tax Authority"** means UK or foreign tax, revenue or monetary authorities (for example, HMRC);

**"Tax Free"** means free of UK Income Tax and Capital Gains Tax;

**"Tax Information"** means documentation or information about your tax status;

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

**"Telephone Banking"** means our Telephone Banking service;

**"you"** and **"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 or renew a product.

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

## **1 Commencement**

- 1.1** This agreement will come into effect on the Effective Date which is also the date upon which your Account commences.
- 1.2** You must be at least 18 years of age to open an Account. You can only open an Account in your sole name.

## **2 Appointment and authority**

- 2.1** You appoint us as the Account Manager for your Account. We will manage it in accordance with these Terms, the Rules and the Regulations.
- 2.2** 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 the Account now or in the future.
- 2.3** 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 these Terms.

## **3 Operating your Account**

- 3.1** You can only subscribe to one cash ISA in a Tax Year.
- 3.2** There must always be a minimum balance held in the Account of £1. We reserve the right to change the minimum balance amount. Please see Clauses 29 and 31 for details of how we will deal with such changes. You are not able to withdraw from your Account an amount that would reduce the value remaining in it to below £1. The maximum amount that can be subscribed in each Tax Year is the maximum permitted by the Regulations for that year.



- 3.3** If you do not make a subscription to your Account 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.

## **4 Delegation**

- 4.1** Subject to the Rules and the Regulations, we may delegate any of our functions or responsibilities under the 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.

## **5 Different types of payment into and out of your Account**

- 5.1** Except in the case of Additional Permitted Subscriptions, the following applies;

- 5.1.1** Internal transfers – sterling payments between UK accounts you have with us in the same name, including joint accounts which you hold with someone else.
- 5.1.2** Bill Payments - sterling payments (other than Priority Payments or Electronic Fund Transfers) directly into or out of your Account to the account of another person or organisation in the UK, Channel Islands and Isle of Man. Most Bill Payments will be processed using the faster payments service; we call these “faster bill payments”.
- 5.1.3** Electronic Fund Transfers – payments that are not bill payments or standing orders in sterling in the UK made into and out of your Account through the Clearing House Automated Payment System (CHAPS).
- 5.1.4** Currency Account Transfers – payments between UK accounts you have with us in the same name, including joint accounts you hold with someone else, that either involve a currency exchange or are made in a currency other than sterling.
- 5.1.5** Priority Payments – payments in any currency anywhere in the world, which are made into or from your Account using the SWIFT mechanism.
- 5.1.6** Single European Payment Area (SEPA) payments – payments in euro up to €50,000 into or from your Account.
- 5.1.7** Standing orders – regular payments into your Account by way of Regular Savings.
- 5.1.8** Cash withdrawals – cash you withdraw from your Account.
- 5.1.9** Cash payments in – cash deposits into your Account.
- 5.1.10** Cheques into your Account.
- 5.2** You can make an Additional Permitted Subscription by cheque and by internal transfer.

### **5.3 Additional Permitted Subscriptions**

- 5.3.1** You can make an Additional Permitted Subscription into your Account. You must complete the relevant form each time that you wish to make an Additional Permitted Subscription.
- 5.3.2** The Additional Permitted Subscription must not exceed the combined value of your spouse or civil partner’s ISAs which they held at the date of their death (including any income accrued, but not paid or credited to the ISA at the date of death), and must be made in accordance with the requirements set out in the Regulations.
- 5.3.3** You may make several Additional Permitted Subscriptions; however, they must not, in aggregate, exceed the combined value of your spouse or civil partner’s ISAs as at the date of their death and must be made within the timescales set out in the Regulations.
- 5.3.4** We will not accept an Additional Permitted Subscription where we know that the information you provide in the relevant form is false or where the requirements set out in the Regulations are not satisfied.

## **6 Information you need to provide when you make or receive a payment**

- 6.1** Unless Clause 6.3 applies, you must provide us with all the following details to enable us to make an Electronic Fund Transfer or bill payment from your Account:
- the sort code and account number for the recipient’s account;
  - the date the payment is to be deducted from your Account;
  - the recipient’s name;
  - any reference identifying the payment (including a reference to you or the recipient); and the amount of the payment.

- 6.2** If you are going to receive Priority Payments or SEPA payments you must tell the sender of the payment your SWIFT Business Identifier Code ("BIC") and International Bank Account Number ("IBAN").
- 6.3** If you do not have the sort code and account number for the recipient's account but have made a payment to the recipient before from your Account and we have set their information up on your Account, then we can make the payment in the absence of this information with your agreement.

## **7 Internet Banking**

- 7.1** You can make some payments through Internet Banking by logging on, using your user ID, password and providing other security information that is personal to you that we request. We may notify you from time to time of changes in the security information we may require for accessing Internet Banking. You can also change your standing order amount, give instructions and/or request closure of your Account through our full Internet Banking service but not by using the App. 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. Not all of the payments you can make through our full Internet Banking Service can be made using the App.
- 7.2** Internet Banking is intended to enable you to access information and give us electronic instructions in relation to your Account.
- 7.3** To use Internet Banking for the first time, you must set up a telephone password in accordance with Clause 8. Once you have done this, we will supply you with your unique online ID which you can then use to access the service. When you access Internet Banking for the first time, you must log on at **www.firstdirect.com** and you will be asked to set up a user name, a unique password and a memorable question and answer. You must use these security details each time to log on to the service including when you log on using the App.
- 7.4** We offer an App which allows you to access some of our Internet Banking service in a format which is easier to view on a mobile device. However not all of our full Internet Banking service can be accessed using the App. Because of this, we recommend that you log onto our full Internet Banking service at **www.firstdirect.com** at least every 14 days. The App can be withdrawn at any time but we will try to give you as much notice of this as we can.

After the initial Payment, you can, in addition, make some payments through the App. 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. Not all of the payments you can make through our full Internet Banking service can be made using the App.

### **7.5 Using Internet Banking and Installation**

- 7.5.1** You can use Internet Banking as long as you have equipment which is compatible with our system and which meets the minimum specifications detailed in our product literature.
- 7.5.2** We may provide or make available installation updates and other software for the operation of Internet Banking. The software we provide will have been thoroughly tested and checked for viruses and certified before production. Whilst every care is taken to ensure that installation is risk free, it is your responsibility to back up all your important data before installation.

### **7.6 Use of Internet Banking – encryption and viruses**

- 7.6.1** We use a very high level of encryption. The use of such levels of encryption may be illegal in jurisdictions outside the UK, Channel Islands and Isle of Man. It is your responsibility to ensure that, if you wish to use Internet Banking outside of the UK, Channel Islands and Isle of Man, your ability to use Internet Banking is permitted by local law and we shall not be liable for any loss or damage suffered by you as a result of your not being able to use Internet Banking in other countries.
- 7.6.2** To help ensure that you can use Internet Banking safely and without interruption you are responsible for ensuring that:
- the equipment you use to access Internet Banking is kept fully operational;
  - any software installed on your equipment is kept virus free;
  - all your important data is backed up at regular and frequent intervals; and
  - you only access Internet Banking when using a computer which has installed on it up-to-date anti-virus and anti-spyware software, firewall and security patches or by using an iPhone®.

### **7.7 Availability of Internet Banking**

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

- 7.8** We offer an App which allows you to access some of our Internet Banking service in a format which is easier to view on an iPhone®. However, not all of our full Internet Banking service can be accessed using the App, for example, secure e-messages cannot be received or sent using the App and you cannot make all the payments you can make using our full Internet Banking service using the App. Because of this, we recommend that you log onto our full Internet Banking service at **www.firstdirect.com** at least every 14 days. The App can be withdrawn by Apple at any time but we will try to give you as much notice of this as we can.

## **7.9 Secure e-messages**

- 7.9.1** You may send us and we may send you secure e-messages via Internet Banking and the App. You should check your messages regularly as they may contain important account information.
- 7.9.2** If you send us a message we will aim to respond to you within two business weekdays. If this is not possible or if we are not willing to answer your query or comply with your request within this timescale or at all, we will aim to let you know this within two business weekdays. Please be aware that once you have sent a request we may not be able to cancel it before it is implemented.
- 7.9.3** We will not deal with messages:
- to give effect to matters for which there is a particular facility in Internet Banking and/or the App, for example, to make a payment;
  - which require immediate attention (please telephone us instead);
  - stopping a cheque for any reason (please telephone us instead);
  - on behalf of any third party in relation to our dealings with them;
  - which are offensive, frivolous or similarly inappropriate.
- 7.9.4** We may send you service messages concerning your Account, products or services which you have sent us, including Internet Banking, or any other service related matter.
- 7.9.5** Unless we specifically ask you to, you should not reply to text messages or emails which we send or otherwise try to contact us by these methods. We may not act on any messages received in this manner unless we have asked for a response.

## **7.10 Copyrights, Trademarks and copying material**

- 7.10.1** HSBC, the Hexagon logo, and **first direct** are all registered trademarks.
- 7.10.2** We have a licence for, or own, all copyrights for our website through which you access Internet Banking and all trademarks and other materials used on it.

## **7.11 Permission to use Software**

- 7.11.1** We give you permission to use software and other items supplied or made available by us or on our behalf but only for use in connection with Internet Banking. Your use is subject to any terms and conditions supplied to you with the software or other item in addition to the Terms. You may not transfer this permission to anyone else but we may give others permission to use the same software. You agree that you have no intellectual property rights in the software and that, except for the rights given to you here, you have no other rights in the software.
- 7.11.2** You agree to keep confidential any software supplied or made available by us and not copy it (except for back-up purposes).
- 7.11.3** You must not allow any third party to modify, reverse engineer or decompose any software we supply (or any part of it), or merge it with any other software.
- 7.11.4** You must not use any software we supply or make available to you for any unlawful purpose or for the transmission of defamatory or obscene material.

## **7.12 Miscellaneous**

- 7.12.1** You are liable for any telephone or other communication charges and any charges made by your internet service provider or any other third party as a result of your use of Internet Banking.
- 7.12.2** We will not be liable for any disclosure of confidential information where it is as a result of you not complying with Clause 11, which relates to important security measures.
- 7.12.3** We may, at any time, appoint one or more agents to provide all or any part of Internet Banking and references to “we”, “us” or “our” will include references to such agent(s).
- 7.12.4** We will take reasonable care to ensure that any information provided to you by Internet Banking is an accurate reflection of the information contained in our computer systems or, where the information is provided by a third party, accurately reflects the information we receive from that third party. Due to circumstances beyond our control, the information provided by Internet Banking may not always be accurate or error free. Some of the information available through Internet Banking may be identified on the screens or in any User Guide in respect of any electronic media as subject to a disclaimer or other provisions. If you rely on that information, you do so subject to the disclaimer and those provisions. (User Guides set out information about how to use Internet Banking, for example they explain how to set up Internet Banking and how to make payments via Internet Banking. User Guides are available at **firstdirect.com** and, if you ask us to, we will send you a paper version on how to set up Internet Banking).

- 7.12.5** You agree that unless we have specifically agreed with you otherwise, we shall have no liability whatsoever for:
- any equipment software or associated user documentation which any party, other than us, produces at any time for use in connection with Internet Banking unless the issue arises due to our fault or wilful negligence; or
  - any services through which you access Internet Banking or which you access through Internet Banking which are not controlled by us.

**7.12.6** We are not obliged to monitor your use of Internet Banking for any failure by you to carry out your obligations under the Terms, including your security duties under Clause 11, or to notify you of any such failure.

**7.12.7** Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with Internet Banking.

## **8 Telephone Banking**

**8.1** This Clause 8 applies to your use of Telephone Banking in respect of your Account and/or any accounts of a third party which you are authorised by the account holder to operate, eg because they have signed a third party authority (called a third party mandate) in your favour or have granted you a power of attorney. Telephone Banking can only be used by our customers, including if you are operating an account for a third party. If you use Telephone Banking to operate any accounts of a third party, you agree to do so only if, and to the extent that, you are authorised to do so by the account holder.

**8.2** Telephone Banking is available, provided that your identity can be verified, by speaking to a Customer Representative and providing certain letters from your password and answering a further security question. During your first conversation with us after your initial account with us has been opened, we will ask you to choose a password (which should be between 5 and 10 letters long) and provide us with other information which we will use whenever you telephone us to confirm your identity. We will do this by asking for certain letters from your password, for example, the first and the last one, and some, but not all of your security details. We will never ask you for your full password.

**8.3** To use Telephone Banking, telephone us; in the UK on **03 456 100 100** (Text-phone **03 456 100 147**) lines are open 24 hours; in the Channel Islands, Isle of Man **03 456 100 100** and from abroad on **+44 113 234 5678** (Text Relay **+44 151 494 1260**) lines are open 24 hours, but Text Relay is only available from 9am to 8pm Monday to Friday, 9am to 5pm at the weekend, and is unavailable on bank holidays. All calls will be put through to our Call 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.

### **8.4 Your instructions**

**8.4.1** You can make some payments through Telephone Banking (once you have completed our security procedures) by speaking to a Customer 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. Your confirmation will be your agreement for us to make the payment.

**8.4.2** 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. Please also see Clause 28.3 which sets out details of our liability for unauthorised transactions.

### **8.5 Availability of Telephone Banking**

Telephone Banking 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.

### **8.6 Using a Text-phone or Text Relay**

**8.6.1** If you wish to use a Text-phone or Text Relay to contact us, we will contact you on your Text-phone or via Text Relay to set up your personal security details and password.

## **9 Branch**

You can pay in cash and cheques into your Account at HSBC branches. You cannot make payments out of your Account using the counter service, but you can withdraw cash from your Account using that service.

## **10 Post**

- 10.1** If you wish to instruct us to make a payment by post, you must send a letter addressed to us at the Administrative Office. 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 our records). This will be your agreement for us to make the payment. We will make the payment once we have checked your instructions.
- 10.2** You may post cheques to us. If you pay a cheque into your Account by post, you will normally have to wait three business weekdays after the day we receive it before you can withdraw the money.

## **11 Important Security Information**

- 11.1** You must use Telephone Banking, Internet Banking and the App in accordance with the Terms.
- 11.2** You must take all reasonable precautions to keep safe and prevent fraudulent use of any security details (including security numbers, passwords or other details that allow you to use Internet Banking and Telephone Banking and the App). and devices used to access your Account. These precautions include but are not limited to all of the following, as applicable:

### **General**

- never writing down or otherwise recording your security details in a way that can be understood by someone else;
- not choosing security details that are easy to guess;
- taking care to ensure that no one hears or sees your security details when you use them;
- keeping your password(s) and security details unique to your Account;
- not allowing anyone else to have or use your security details or password(s) and not disclosing them to anyone, including the police and us, except your security details when resetting your Telephone Banking and Internet Banking and App 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 password(s) immediately and telling us as soon as possible in accordance with Clause 11.3 if you know, or even suspect, that someone else knows your security 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 letters of your password. We may not be able to assist you if we are unable to identify you using our security procedures;
- when we call you, we will never ask for details of your password 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 telephone 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 Text-phone or Text Relay**

- always clear your Text-phone's memory after every conversation with us;
- ensure that you tear out and destroy any printed record of your password or personal details including security details from any printer attached to your Text-phone;
- keep your Text-phone properly operational;

### **Internet Banking**

- keep your personal computer secure by using anti-virus and anti-spyware software and a personal firewall;
- keep any security details and your passwords secret – we will never ask you for your Internet Banking password information in full;
- never go to an Internet Banking site from a link in an email and then enter personal details; always access Internet Banking by typing in the bank address to your web browser or by using the App;

- never access Internet Banking 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 Internet Banking pretending to be you;
- never record any password 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 is a specific function of a banking service provided by **first direct** such as the Internet Banking Plus service;
- once you have logged on to Internet Banking, do NOT leave the electronic media from which you have accessed it or let anyone else use the electronic media until you have logged off; and
- follow all security measures recommended by the manufacturer of the electronic media you use to access Internet Banking, eg the use of personal identification numbers for mobile telephones with internet access.

#### **Banking on the go App**

- keep your device secure by using appropriate software;
- you must not choose device security information that can be easily guessed by anyone else, or tell anyone else what your device security information is.
- keep passwords, and other security details secret, and not allow any other person to access your device using their fingerprint (or any other biometric data) – we will never ask you for your online banking security information in full;
- never record any password or other security details on any software which retains it automatically (e.g., any device screen prompts or 'save password' feature) unless retaining your password or security details is a specific function of a banking service provided by us;
- once you have logged on to the App, 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 the App.

It is sometimes possible to activate certain devices to make payments by linking them to another device where Account details are already registered. We will treat any device as your device if you have either:

1. actively paired it with another device which is enabled to make payments; or
2. linked it to the device to which the App has been downloaded.

**11.3** 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 following numbers:

**11.3.1** **From the UK, Channel Islands or Isle of Man 03 456 100 100** (Text-phone **03 456 100 147**) - lines are open 24 hours; or

**11.3.2** **From abroad +44 113 234 5678** (Text Relay **+44 151 494 1260**) - lines are open 24 hours, but Text Relay is only available from 9am to 8pm Monday to Friday, 9am to 5pm at the weekend, and is unavailable on bank holidays (if you normally use Text Relay and cannot call us on the number provided above, you can ask a third party to call the number and suspend access to your Account - we will not change security details until we speak directly with you). All calls will be put through to our Call 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.

**11.4** If asked, you must confirm in writing the loss or theft of security details relating to Internet Banking or Telephone Banking or the App by writing to us at the Administrative Office.

**11.5** 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 security details and/or Account. 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.

## **12 When payments will and will not be made by us**

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

**12.2** Where the payment is to be made in the future, you must make sure that you have met the conditions in Clause 12.1 at the start of the day the payment is due to be made (ie, 00.00am).

**12.3** If you do not meet the requirements set out in Clause 12.2, we may still make the payment if, before 15:30 on the day the payment is due to be made, you pay in sufficient funds, and call us on the applicable number set out at the end of these Terms to confirm that this has been done.

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

**12.5** When we assess whether to make/authorise payments under Clause 12.1, we may consider any other payments we have made or have 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.

- 12.6** We may refuse to make a payment (and we will not be responsible for any loss) if:
- any of the conditions set out in these Cash ISA Terms have not been met; or
  - the payment would exceed any limits we may set (please see Clause 17.2 for more details about limits)
  - 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.

**12.7** 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 26 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. We may also charge for each occasion we notify you that your payment request has been refused.

## **13 Foreign Payments**

### **13.1 Payments you receive**

**13.1.1** All foreign payments you wish to make into your Account will be converted into sterling by buying sterling at the **first direct** exchange rate applicable when we receive the payment. We will then add the payment to your Account.

**13.1.2** Any foreign banknotes paid into your Account using an HSBC branch will be converted at the applicable HSBC Bank plc exchange rate and then added to your Account.

## **14 Interest on payments you make and receive**

**14.1** For bill payments you make from your Account (excluding faster bill payments and internal bill payments) you will receive interest on a payment until it reaches the recipient's bank. In all other cases, you will receive interest up to the time the payment is deducted from your Account.

**14.2** Interest (where it applies) will be calculated on payments into your Account once the payment has been added to your Account and will be paid into your Account in accordance with the terms we have agreed with you.

## **15 Charges for payments/services and for enquiries about an instruction**

**15.1** We may charge for some payments/services we provide at the rates set out in the interest rates and charges information. You authorise us to deduct all charges from your Account when you give your instructions or, if the charge applies to payments you receive, when we add the payment to your Account.

**15.2** We may make a charge for any enquiries we receive in respect of each payment instruction, whether made by you or another person. We will not charge you if we have made an error. We will advise you of the charge before we start investigations on your behalf.

**15.3** We may charge for any incidental expenses we incur in providing additional services to you. We will advise you of the charge before we provide the service. You authorise us to deduct these charges from your Account when you give your instructions.

## **16 Cut-off times, execution times and when you can cancel an instruction to make a payment**

**16.1** The cut-off time is the time before which on a business weekday (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 business weekday (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 business weekday (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 business weekday, we will treat this as received on the next business weekday. 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 17.1 and in Clause 21.3. We will receive any instructions you give us by post when we open your letter (there are no cut-off times for this).

- 16.2** 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 17.1 and in Clause 23. This starts on the business weekday after the day 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.
- 16.3** 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.
- 16.4** If you instruct us to make a payment on a future date, we will begin to process the payment shortly after 12.01am 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 17.1.
- 16.5** After any time limits for cancellation referred to in this Clause have expired, you may only cancel your instructions if we agree.
- 16.6** All cut-off times quoted refer to time in London.

## **17 Internal transfers, bill payments (including faster bill payments), and Electronic Fund Transfers and Currency Account transfers after the First Year**

**17.1** In the table, "IB" means Internet Banking and "TB" means Telephone Banking

<b>Payment Type</b>	<b>How you can request a payment</b>	<b>General cut-off time for giving instructions to us</b>	<b>Maximum execution time</b>	<b>Can you arrange a payment to be sent on a future date?</b>
<b>Internal Transfers</b>	IB TB Post App	11.45pm	Immediate	Yes and you can cancel the payment by IB, TB or Post up to 11.45pm the day before we send the payment
<b>Bill Payments</b>	IB TB Post	11.45pm for faster bill payments 3.30pm for all other bill payments of £10,000+	<ul style="list-style-type: none"> <li>• immediate for faster bill payments to other accounts with us and/or HSBC Bank plc, same day for other faster bill payments</li> <li>• next business weekday for other bill payments</li> <li>• three business weekdays for bill payments to HSBC Bank International branch</li> </ul>	Yes and you can cancel the payment by IB, TB or Post up to 11.45pm the day before we send the payment
<b>Currency Account Transfers</b>	TB	Currency cut-off times apply	Next business weekday except Moroccan Dirham payments, which may be up to two business weekdays	No
<b>Electronic Fund Transfers</b>	TB	3.15pm	Same day	Yes and you can cancel the payment by TB up to 10pm the day before we send the payment

**17.2** We may set limits on the payments you can make from your Account. If we do, we will tell you the applicable limit when you make a payment. Your consent to making a payment will also be your agreement to the limit that applies to that payment. We will make payment limits available to you if requested.



## **18 Regular Savings**

- 18.1** You may pay in to your Account by way of Regular Savings.
- 18.2** You may increase or decrease your Regular Savings, subject to meeting the minimum subscription of £1 and the maximum amount that can be subscribed for each Tax Year in accordance with the Regulations. **first direct** reserves the right to vary the minimum subscription and will give you notice of the changes in accordance with Clauses 29 and 31. Please also see Clause 18.4.
- 18.3** You may stop, increase or decrease your Regular Savings subscriptions at any time by writing to us at our Administrative Office. You can also contact the bank/building society which provides the account from which the Payment will be paid.
- 18.4** Your notification must reach us at least seven business weekdays before the date on which the Payment will be made in order for it to take effect on your next Payment.
- 18.5** If we are unable to collect a Regular Savings standing order because it is refused, we may decline to collect future Regular Saver standing orders.

## **19 Transfers from other ISA managers**

We accept transfers in of cash ISAs and stocks and shares ISAs you hold with us and with other ISA managers.

Any current tax year subscriptions must be transferred in whole. Any previous tax year subscriptions may be transferred in whole or in part. All such transfers must be made in cash and sent to us from the existing ISA manager either electronically or by way of cheque (where you are transferring in a stocks and shares ISA, your stocks and shares ISA manager will, after receiving the instruction to transfer, sell your shares and make the transfer in cash to us).

## **20 Withdrawals and transfers out of your Account to other ISA managers**

- 20.1** This Clause is subject to the remaining provisions of this Clause 20 and the Regulations.
- 20.2** Subject to the Terms, upon 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.
- 20.3** You can withdraw cash from your Account over any HSBC branch counter. You can also make a withdrawal from your Account by calling us on **03 456 100 100** or by logging onto Internet Banking and arranging an internal transfer to another **first direct** account. These withdrawals will normally be processed by us on the same day, provided they are received by us on a business weekday before 11.45pm. Withdrawals can be made from your Account and paid into accounts held elsewhere, these will be made by bill payment, faster bill payment, or Electronic Fund Transfer. Alternatively, we can arrange for a cheque to be sent to you.
- 20.4** For withdrawals over the counter at HSBC branches, you must provide an item of identification acceptable to us and other details we may require.
- 20.5** Cash withdrawals made in the UK will normally be deducted on the same day.
- 20.6** 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 that you may have in relation to your Account.
- 20.7** At any time you may transfer current Tax Year subscriptions in your Account in whole, and/or previous Tax Year subscriptions in your Account in whole or in part, to another ISA manager to be held in another cash ISA and/or stocks and shares ISA (subject to agreement from the new ISA manager).

**20.8** Within five business weekdays of us receiving both your instructions in writing to make a transfer, and confirmation from the new ISA manager that they are prepared to accept the transfer, we will transfer to the new ISA manager the subscriptions specified in the transfer instructions together with all required information and, where appropriate, all rights and obligations relating to your Account.

## **21 Cash payments in**

**21.1** You can pay cash in over the counter at any HSBC branch. You must complete a paying-in slip to do this.

**21.2** If you pay only cash into your Account over the counter at one of the HSBC branches, 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.

**21.3** 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.

**21.4** If you use one paying-in slip to pay a mixture of cash and cheques into your Account over the counter at any HSBC branch or by using HSBC 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 21.2 and 21.3 (as applicable). Please see Clause 23 for the treatment of cheques.

**21.5** Other banks may allow you to pay in cash through their branches to your Account by using a pre-printed paying-in slip. You may be charged for this service. The cash will be credited to your Account and available for you to withdraw immediately after we receive it. It will be treated as cleared for interest calculation purposes (if applicable) on the same day.

## **22 Cash and cheque payments in - Scotland**

If you live in Scotland you can pay cash and cheques into your Account via the counter-service at Post Office® branches in Scotland. Cash paid in by this method will be forwarded to us by the Post Office®. We normally receive payments within two business weekdays after the day you pay the cash in over the counter. When we receive the payment, it will be added to your Account and will be available for you to withdraw immediately. It will be treated as cleared for interest calculation purposes (if applicable) on the same day. If you pay in a cheque at a Post Office® branch, you will normally have to wait four business weekdays after it has been paid in before you can withdraw the money.

## 23 Cheques

### How long it takes for a cheque to show in your Account.

For sterling or euro cheques issued in the UK and paid into branches of UK banks in the UK, Channel Islands and Isle of Man:

The day the amount of the cheque shows in your Account balance	The day we take the amount of the cheque into account when we calculate any Overdraft Interest	The day the amount of the cheque is available to withdraw	The last day a cheque can be returned unpaid
Day 0	Two working days (Day 2)	Three working days (Day 3)	For sterling cheques drawn on and paid in at a UK bank, usually six working days after we receive the cheque* Other cheques – no time limit.
For example, if a UK sterling cheque is paid into a UK bank on a Monday			
Monday	Wednesday	Thursday	Tuesday the following week. The cheque amount will be deducted from your Account by 9am Wednesday.
<p>Day 0 means the day we receive the cheque. If you pay in a cheque after a cut-off time this means we'll receive the cheque the next working day. Details of our cheque cut-off times are in our Banking made easy brochure.</p> <p>Because we process overnight, the deduction of an unpaid cheque from your Account can happen up to 9am seven working days after the cheque has been received by us.</p> <p>*A cheque may be returned unpaid more than six working days after we received it if:</p> <ul style="list-style-type: none"> <li>• you are, or we reasonably suspect you are, knowingly involved in a fraud concerning the cheque; or</li> <li>• you've given your express consent.</li> </ul> <p>If you pay a cheque in at the HSBC branch detailed on the cheque and your Account is also held at that branch, we'll take the amount of the cheque into account when we calculate any Overdraft Interest on that day.</p> <p>If you pay in a cheque at a Post Office® branch before the branch cut-off time, we'll receive your cheque on the next working day when the timescales in the above table will start.</p> <p>If you pay a cheque into your Account and are more than three working days into the process of switching your Account to another provider, we'll send your new provider the amount of the cheque four working days after the day you paid it in.</p>			

### Unpaid cheques

If a cheque is returned unpaid ("bounces"), we may deduct the amount of the cheque from your Account.

### Cheques made payable to someone else

You can pay a cheque made payable to someone else into your Account if the person it's payable to has signed the back. We can also ask for other details before we accept it. However, this doesn't apply to a cheque marked "account payee only" or "not transferrable", which can only be paid into the account of the person it's made payable to.

### Foreign cheques

You can pay both cheques drawn in a foreign currency and cheques drawn on foreign banks into your Account. We'll agree to either "negotiate" the cheque or send it for collection. We charge in both instances, and you may also have to pay foreign agents charges and charges imposed by the bank on which the cheque is drawn.

**Negotiation of a cheque**

We'll immediately add the cheque amount (less our charges) to your Account. If we need to convert the cheque amount into sterling we'll apply the HSBC Exchange Rate.  
If the cheque is returned unpaid we'll deduct the amount of the cheque from your Account. If the cheque was converted into sterling then we'll reconvert it back to the currency of the cheque using the HSBC Exchange Rate before we make the deduction. There's a charge if a foreign cheque is returned unpaid.

**Collection of a cheque**

We'll collect the amount of the cheque first and then pay that money into your Account.  
We may wait for a short time before paying the money into your Account to make sure that the cheque isn't going to be returned unpaid.  
We'll convert the amount we receive into sterling using the HSBC Exchange Rate before we pay it into your Account.

We're not responsible for any losses that result from changes to the HSBC Exchange Rate. You must sign on the back of a foreign cheque you want to pay into your Account using the exact same name given on the front of the cheque.

**24 Third party instructions**

You can authorise another person to operate your Account. You will need to sign a document called a third party mandate in respect of the 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.

**25 Statements**

- 25.1** We will send paper statements on an annual basis if you have applied for your account using a paper application form.
- 25.2** We will not send paper statements if you have elected to view them electronically except as set out in Clause 25.5.
- 25.3** If one or more payments have been made from or to your Account in any month and you would not normally receive a statement that month because, for example, you receive statements every three months, you can ask us to provide you with a statement for that month in the way you usually receive statements.
- 25.4** If there are no transactions on your Account in any statement period, or your Account has a credit balance of less than £50, you will not receive a statement in that period, unless you request that we send one to you.
- 25.5** If you ask, we will send you additional statements (including paper copies of statements sent to you electronically or copies of those previously supplied). The cost for such additional statements (if applicable) is set out in the interest rates and charges information.
- 25.6** Electronic statements are not available if you access Internet Banking using the App. However, your last 20 transactions will be available to view when you use the App.

## **25.7 Balance information**

- 25.7.1** We may 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.
- 25.7.2** Please also refer to Clause 23.1. 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.
- 25.7.3** For payments into your Account received through 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 via Telephone Banking.
- 25.7.4** For faster bill payments out of your Account and for payments processed using the faster payments service into your Account, we will include a shortened reference identifying the payment on your statement. The full reference is available at any time via Telephone Banking. We will send you a written copy of this information if you ask us to.

## **26 Fraud prevention**

- 26.1** We may carry out certain checks on transactions on your Account as part of our fraud prevention measures.
- 26.2** As part of these fraud prevention measures, we may need to speak with you to re-confirm some payments or we may need to ask you additional security information. We will tell you when this is the case. If we need to speak with you but cannot do so for any reason, we will only make the payment if we believe it is genuine. Our fraud prevention measures may lead to the payment being delayed. This will not prevent you from later disputing you authorised the transaction.
- 26.3** If we believe there is suspicious activity on your Account, we may contact you by post, telephone (including mobile phone), email, mobile messaging or (if you are registered for Internet Banking) secure e-message. We may leave a message to ask that you call us. If we ask, you must contact us as soon as possible. In respect of payments made through Telephone Banking or Internet Banking, if you do not reply to us, we will allow the transaction to proceed if we believe the transaction is genuine. If we do not believe it is genuine we will not make the payment. This will not prevent you from later disputing you authorised the transaction.

## **27 The Regulations**

- 27.1** You will promptly advise us of any change in any of the information we hold in respect of your Account. You must immediately inform us in the event of your ceasing to be eligible under the Regulations to subscribe to or hold your Account. No further Payments will be accepted to your Account if you cease to be eligible in this way.
- 27.2** 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 benefits associated with your ISA as a result of an invalid subscription having been made. As soon as practicable afterwards, we may, at our discretion and subject to clause 34.9, either:
- transfer any invalid subscriptions in your Account together with interest on them to any other account you hold with **first direct**, or
  - transfer any invalid subscriptions in your Account together with interest on them into a new **first direct** savings account of our choice that we will open for you.
- 27.3** We will send you the Terms and Conditions that apply to this Account at the time of transfer.
- 27.4** If within 60 days of a subscription being made to your Account, we become aware that you have already subscribed to another Cash ISA earlier in the same Tax Year, with us or an Associate, we may automatically void the subscription.

## 28 Responsibilities

We're not responsible if we don't comply with any of the Terms:

- due to abnormal or 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.

This also applies if you are unable to use a device unless this is as a result of something we have done. This is because these services are not provided by first direct and we do not control the device.

### 28.1 Making payments

**28.1.1** 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. If you provide us with incorrect information, and you ask us to try to recover the payment, we may charge you for this service. We will give you details of our charges before we try to recover the payment. The recipient's bank may also charge you if this happens.

**28.1.2** 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.

**28.1.3** For payments to another bank account, we will make sure payments are sent to the recipient's bank. It is the recipient's bank's responsibility to make sure the payment is added to the bank account of the recipient. Some recipient banks will only use the BIC address, sort code or national bank code and the account number or IBAN when doing this.

**28.1.4** If you have instructed us to make a payment, we are responsible for it being made correctly unless we can prove to you, or the recipient's bank (as appropriate), that the payment was received by the recipient's bank within the timescales for executing payments set out in the table in Clause 17.1 and in Clause 18 to 23. Where we can prove this, the recipient's bank will be responsible to the recipient for making available the payment and crediting the recipient's account, as appropriate.

**28.1.5** If a payment has been made incorrectly by us and we fail to prove the payment you authorised was received by the recipient's bank as required by Clause 28.1.4, 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, and 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.

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

### 28.2 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.

## **28.3 Liability for unauthorised transactions**

**28.3.1** Subject to Clauses 28.3.2 to 28.3.5, we will be responsible for any unauthorised transactions that you tell us about in accordance with Clause 28.2 (if we suspect fraud or that you have been grossly negligent, we will investigate the transaction and will only be responsible if/when we have concluded that there has been no fraud and you have not been grossly negligent). 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. If we later become aware of evidence that shows we are not responsible for the transaction, we will recover an amount equal to the refund from your Account.

**28.3.2** You will be responsible for all losses if you act fraudulently or if you allow another person to use your security details (including PINs, security numbers, passwords, fingerprint log-ins or any other details which allow you to use your card, Internet Banking, Telephone Banking and/or the App).

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

- you acting fraudulently;
- you intentionally or with gross negligence failing to use your Telephone Banking, Internet Banking and/or the App in accordance with the Terms (including keeping safe your card, PIN or any other security or personalised details, and not allowing another person to register their fingerprints on any device used to access Internet Banking and/or the App); or
- you intentionally or with gross negligence failing to notify us in accordance with Clause 12.3 of the loss or theft of any card, PIN or other security or personalised details.

**28.3.4** 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 security details in accordance with Clause 11.3; or
- if we have failed to provide the facilities we describe in Clause 11.3 for you to tell us if your security details have been lost or stolen.

**28.3.5** We will not be responsible to you if we fail to comply with any of the 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.

## **28.4 Account Aggregation**

If you use an account aggregation service that is not provided by a member of the HSBC Group, 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.

## **28.5 Payments into your Account**

**28.5.1** We will only process payments into your Account using the BIC address, sort code or national bank code and the account number or IBAN provided.

**28.5.2** We can only accept responsibility for payments into your Account after we have received and checked them.

**28.5.3** If a payment is fraudulently or mistakenly paid into your Account, the amount of the payment may subsequently be deducted. This may happen even if the funds are included in the balance of your Account, you have used them to make a payment, have transferred or withdrawn all or part of them.

## **28.6 Suspension of Telephone Banking or Internet Banking**

- 28.6.1** We may, at any time, suspend your use of Telephone Banking, Internet Banking and/or the App if we have reasonable grounds which relate to the security of or the suspected unauthorised or fraudulent use of Telephone Banking or Internet Banking and/or the App.
- 28.6.2** We will normally give you advance notice (either in writing, secure e-message if you have agreed, or by phone) if we are going to suspend your use of your Telephone Banking, Internet Banking and/or the App. 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 Telephone Banking or Internet Banking and/or the App without notifying you where we have been unable to contact you in advance. We may also suspend your use of your Telephone Banking or Internet Banking and/or the App due to national or European legal obligations that apply to us.
- 28.6.3** You can ask us to lift any suspension of your use of your Telephone Banking, Internet Banking and/or the App by calling us.

## **29 Changing the Terms – general information**

- 29.1** We may change interest rates and other Terms in accordance with this Clause 29 and Clauses 30 to 33.
- 29.2** When we tell you about a change personally, we may do this by post, email, secure e-message, a message on your statement, or in any other way that will be sent to you individually. We recommend that you print or save copies of electronic notifications for your records.
- 29.3** When you open your Account, we will give you our interest rates and charges information which contains details of our interest rates. You can also find out about our current interest rates by telephoning us or on our website. When we change the interest rates on your Account, we will update this information within three business weekdays of the change. The old rates will also be available to help you compare rates.

## **30 Interest rate changes**

- 30.1** We may change interest rates applied to money you have with us in your Account in the following ways:
- 30.1.1** If the change is favourable to you, by, within 30 days of the change, telling you about it personally; and
- 30.1.2** If the change is not favourable to you, by telling you about it personally at least 2 months in advance of making the change.

## **31 Other changes to the Terms**

- 31.1** We may make changes to Clauses 5 to 34 (inclusive), including introducing new charges or changes to the basis on which we charge for operating/providing product(s)/service(s), by giving you at least two months' advance personal notice.
- 31.2** We may make changes to any charges in the interest rates and charges information, including changes to the basis on which we charge for operating/providing product(s)/service(s), by giving you at least two months' advance personal notice.
- 31.3** We may make any other changes to the Terms, including changes to the basis on which we charge for operating/providing product(s)/service(s), in the following ways:
- if the change is favourable to you, by, within 30 days of the change, telling you about it personally; and
  - if the change is not favourable to you, by giving you at least 2 months advance personal notice.



## **32 Reasons for making changes**

We may make any change to the Terms under Clauses 29 to 31 of the Terms for all or any of the reasons set out in this Clause 32 that apply.

- if the change is favourable to you
- following, or in anticipation of, and to respond to a change in relevant law or regulation or to respond to a change in industry guidance or code of practice or good banking practice
- to respond to the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar body
- to respond to the costs or consequences of any event beyond our control that may impact on provision of accounts, services or facilities to you
- to make the Terms clearer
- to respond to 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 HSBC Bank plc acquiring, another bank or organisation
- to respond to 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 respond to 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 respond to 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 respond to 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.

Where we make any change under this Clause the change will be proportionate to the underlying reason for the change.

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

**33.1** When we give you advance notice of a change we intend to make in accordance with Clauses 29 to 31, before the change takes effect, or for changes that are not favourable to you made in accordance with Clause 31.3 up to 60 days after the date of the notice to you, you may end this contract and close your Account in accordance with Clause 34. 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 33.2 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.

**33.2** If you do not accept a change made under Clauses 29 to 31, 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 34. There will be no charge for this.

## **34 Ending this contract and closing your Account**

**34.1** You can end this contract and close your Account with us at any time, by writing or phoning us, or via Internet Banking. Closure is subject to completion of any outstanding transactions. We will normally pay to you the value of your Account within seven Business Weekdays of receipt by our Administrative Office of your instructions. There is no charge for closing your Account and no notice period is required.

**34.2** If this contract is ended in accordance with this Clause 34, your Account will close and, other than Clause 35 and where terms/products/services are expressly stated to continue, your agreement with us, consisting of the Terms, will also end.

**34.3** You must repay any money owed to us before we close your Account.

- 34.4** We can end this contract with you and close your Account immediately in the following situations:
- 34.4.1** If you have significantly broken any of the Terms;
  - 34.4.2** 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;
  - 34.4.3** If there has been or we suspect there has been suspicious activity on your Account;
  - 34.4.4** If we have reasonable grounds for believing you have committed or are about to commit a crime in connection with your Account;
  - 34.4.5** If you have not satisfied any anti-money laundering requirements; or
- 34.5** We will give you notice in writing immediately after your Account has been closed under Clause 34.4 of the Cash ISA Terms.
- 34.6** Subject to the Regulations, we may end this contract and close your Account for any other reason by giving you at least two months' written notice.
- 34.7** If we close your Account we will repay any credit balance to you (or as you otherwise direct).
- 34.8** In the event of your death, you will lose the tax benefits associated with your ISA. This means that any income which will arise in respect of the ISA may be taxable and, subject to clause 34.9, it will be your estate's responsibility to pay any tax liability to HMRC. We may use any money in your Account to reduce or repay any amounts you owe on other accounts with us anywhere in your name. Subject to this we will continue to deal with your Account in accordance with these Terms and the instructions received from your legal personal representative(s) who will become subject to these Terms. Your personal representative(s) must provide us with proof of your 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).
- 34.9** In the event of your Account becoming void (see clause see clause 27) or your death (see clause 34.8), we reserve the right under these Terms to deduct a sufficient amount of funds from your Account to pay any tax liability you may have. This shall only apply in respect of any tax liabilities which have arisen in relation to credit interest payments made to you on or prior to 5th April 2016. Where you have incurred a tax liability in respect of credit interest payments made to you on or after 6th April 2016 we will not deduct any amount in respect of these liabilities and it shall be your (or, where relevant, your estate's) responsibility to account to HMRC for the full amount of such liabilities.

## **35 Cancellation of your Account**

- 35.1** This section applies to all new Accounts, including ISAs transferred to us from another ISA manager into a new Account. If you decide you do not want your Account, you have a 14 day cancellation period from the day your Account is opened in which to cancel your Application. This can be done by giving us notice of your request either in writing or by telephone. We will close your Account and pay you the balance in it with gross interest at the appropriate rate.
- 35.2** Under HM Revenue & Customs guidance, any ISA subscription(s) cancelled in accordance with this clause 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.
- 35.3** 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 transferred money 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.

## Your Information

In this clause 36, “we”, “us” and “our” refer to **first direct**, a division of HSBC Bank plc.

We will not disclose Customer Information to anyone, other than where:

- we are legally required to disclose;
- we have a public duty to disclose;
- our, or a third party’s, legitimate business purposes require disclosure;
- the disclosure is made with your consent; or
- it is disclosed as set out in this clause 36.

### Collection of customer information

#### 36.1

Members of the HSBC Group may collect, use and share Customer Information (including information about you, your transactions, your use of our products and services, and your relationships with the HSBC Group). Customer Information may be:

- requested by members of the HSBC Group or on their behalf;
- collected from you directly, from someone acting on your behalf, or from anywhere else e.g. credit reference agencies;
- combined with other information available to members of the HSBC Group.

### Use of customer information

#### 36.2

We will process, transfer and disclose Customer Information to:

- provide you with Services;
- deal with any of your transactions;
- meet Compliance Obligations;
- perform Financial Crime Risk Management Activity;
- collect any money you owe us;
- perform credit checks and obtain or provide credit references;
- enforce or defend the rights of a member of the HSBC Group;
- meet the internal operational requirements of members of the HSBC Group (including, for example, product development, insurance, audit and credit and risk management);
- manage our relationship with you (including marketing and marketing research if you agree to them); and
- verify your identity.

### Sharing customer information

#### 36.3

When we use Customer Information as set out above, we may transfer and disclose it as follows:

- to any member of the HSBC Group and anybody who provides services to them or their agents;
- to any Authorities;
- to persons acting on your behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses and clearing or settlement systems;
- to other financial institutions, fraud prevention agencies, trade associations, credit reference agencies and debt recovery agents;
- to any introducing broker to whom we provide instructions or referrals, or from whom we receive them;
- to any third party in connection with any reorganisation, sale or acquisition of any HSBC Group member’s business;
- to any third parties we use to provide banking and card services to you; and
- to third parties for marketing purposes where you have consented to marketing.

For example, regulations based on the Common Reporting Standard require us to report certain information about you (and/or about certain Connected Persons) to the tax authorities in the country in which your account is maintained (e.g. HM Revenue and Customs in the UK), which may transfer that information to tax authorities in countries where you or a Connected Person may be tax resident pursuant to international agreements to exchange financial account information.

However, whether it’s processed in the UK or overseas, Customer Information will be protected by a strict code of secrecy and security applying to all members of the HSBC Group, their staff and third parties holding information on their behalf.

## **Your responsibilities**

- 36.4**
- You must tell us in writing about any changes to Customer Information provided to any member of the HSBC Group within 30 days of the change.
  - You must promptly provide any Customer Information requested by any member of the HSBC Group.
  - Before you provide any Personal Data or Tax Information about a Connected Person to a member of the HSBC Group, you must first tell them about, and obtain their agreement to, their information being processed, transferred and disclosed as set out above. You must also tell them that they can access and correct their information.

You alone are responsible for complying with your tax obligations (and Connected Persons are responsible for complying with theirs), such as payment of tax and filing of tax returns, in all countries where those obligations arise and relating to the opening and use of accounts and Services provided by members of the HSBC Group. Some countries' tax laws may apply to you even if you do not live there or are not a citizen of that country. No member of the HSBC Group provides tax advice or is responsible for your tax obligations in any country including in connection with any accounts or Services provided by members of the HSBC Group. You should seek independent legal and tax advice.

### **What happens if you don't meet your responsibilities?**

- 36.5**
- If you:
- do not promptly respond to our requests for Customer Information; or
  - do not agree that we can disclose, transfer or process Customer Information in accordance with this clause 'Your Information' (other than for marketing or market research purposes); or
  - if a member of the HSBC Group suspects Financial Crime,

then we may:

- (i) be unable to provide all or part of the Services to you and can end our entire relationship with you;
- (ii) take necessary steps for any member of the HSBC Group to meet the Compliance Obligations; and/or
- (iii) block or close your account(s).

If you do not give us Tax Information about you or a Connected Person when we request it, we may make our own decision about your tax status. This may result in us reporting you to a Tax Authority, withholding any amounts from products or services you have with us and paying those to the appropriate Tax Authority.

### **Accessing your information**

- 36.6**
- 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.

### **Actions we take to prevent financial crime**

- 36.7**
- Members of the HSBC Group may carry out Financial Crime Risk Management Activity. Exceptionally this may result in members of the HSBC Group delaying or refusing either to process a payment or your instructions, or to provide all or part of any Services to you.

No member of HSBC Group shall be responsible to you or any third party for any loss incurred as a result of any member of the HSBC Group carrying out Financial Crime Risk Management Activity.

## **Credit reference and fraud prevention agencies**

- 36.8** We may share information with credit reference agencies for the uses described under the heading "Use of customer information" above, including to verify your identity and suitability for the Account.

More information is set out in our leaflet "Credit Scoring, Credit Reference and Fraud Prevention Agencies" available at [firstdirect.com](https://www.firstdirect.com) or can be requested by writing to the Fraud Manager, **first direct**, 40 Wakefield Road, Leeds LS98 1FD. Please write to this address if you require details of the credit reference and fraud prevention agencies we use.

### **Information we may store on your computer**

- 36.9** When you use any device to access HSBC Group websites, information may be stored and accessed on your device:
- to improve your experience;
  - to improve the functionality security and performance of those websites;
  - to provide you with marketing;
  - to provide us with information about how those websites are used and how you arrive at those websites; and/or
  - to ensure that marketing information displayed to you when you use HSBC Group websites is more likely to be relevant and of interest to you.

If you receive emails from or on behalf of the HSBC Group, they may include technologies to track, for market research purposes, if you open the emails and if you use internet links within them. Further information on our cookie policy, website terms and privacy statement can be found on our website.

### **Other ways we can use your information**

- 36.10** To ensure that we carry out your instructions accurately, to help us improve our service and in the interests of security, we may monitor and/or record your communications with us such as telephone calls and conversations in branches. In the interests of security and preventing crime we may use closed-circuit TV in and around our premises for the monitoring and collection of sound and/or visual images. All recordings remain our sole property.

We may make and keep copies of identification evidence that you provide.

If you change your mind about receiving marketing information or about participating in market research you should tell us.

**This clause 36 will continue to apply even if this agreement is ended by you or us.**

## **37 Credit Interest**

- 37.1** You will receive interest at the rate appropriate to your Account. You can find out our up-to-date rates by calling us on **03 456 100 100** or by visiting our website at [firstdirect.com](https://www.firstdirect.com).

- 37.2** Where credit interest is payable on your Account, it will be calculated daily at the rate(s) applicable on the balance cleared for interest purposes at the end of the day. Unless these Terms say otherwise, interest will be paid into the Account monthly according to your instructions and if the Account is closed, interest up to the date of closure will be added to the closing balance.

- 37.3** So that you can compare interest rates on our savings products, provided your Account has more than £500 in it, once a year we will send you a summary of our savings products and their current interest rates. We will also give you details of the different interest rates that have applied to your Account during the year.

## **38 Bankruptcy – For accounts held in the UK**

**38.1** In the event that a petition for a Bankruptcy Order is presented against you then you agree that we may:

- suspend or stop your ability to make payments via Internet Banking and Telephone Banking;
- 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 will be credited.

**38.2** If we are notified that any other court order or arrangement has been entered into in relation to your account which requires authority to be obtained from a third party before we act on instructions to make payments from your Account, you agree that we may take any of the actions set out in the first two bullet points in Clause 38.1 above until we receive appropriate authority from the relevant third party.

## **39 Transferring rights and obligations**

**39.1** We may transfer all or any of our rights in relation to your Account. We may also transfer any of our obligations but only to someone we reasonably consider capable of performing them, who is authorised or recognised by the FCA as being entitled to accept deposits and who is approved under the Regulations as an ISA manager. This includes us appointing another HSBC Group company as our agent (ie to act on our behalf) for debt recovery purposes. You may not transfer any of your rights or obligations in relation to your Account or transfer or assign an account or deposit.

**39.2** 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. These are requirements of the Regulations.

## **40 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. If we do, we can still insist on the strict application of the Terms at a later date.

## **41 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 or the Citizens' Advice Bureau.

## **42 Governing Law and language**

These Terms are in English, which is the language we will use in our communications with you. The Terms are governed by the laws of England and Wales as are our dealings with you. You and we submit to the non-exclusive jurisdiction of the courts of England and Wales.

## How to Complain about our services

Your views are important to us. If we do not deliver the standard of service you expect, or if we make a mistake, we want to know. We will investigate the situation and set about putting this right as quickly as possible. Where appropriate, we will also take steps to avoid making similar mistakes in the future.

Contact us and provide us with the details of your complaint. Where possible, we will try to give you an answer there and then.

You can contact the department concerned in the following ways, **from the UK 03 456 100 100** (Text-phone **03 456 100 147**) or **from abroad +44 113 234 5678** (Text Relay **+44 151 494 1260**), **by secure e-message** ("dissatisfied") or **by writing to** Customer Relations **first direct**, 40 Wakefield Road, Leeds LS98 1FD.

We intend to resolve your concerns fairly and quickly. In most cases this can be done if you allow the department involved to listen to your concerns, understand the problem and then deliver an effective solution to you. However, if you remain dissatisfied and you would like more information about our process for resolving complaints, please ask for our explanatory leaflet, '**Listening to Your Comments**'.

You may be able to refer your complaint to the Financial Ombudsman Service. You can write to: **The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9GE. email: complaint.info@financial-ombudsman.org.uk**

You can call the Financial Ombudsman Service on **0800 0 234 567** or **0300 123 9 123** or send a fax on **0207 964 1001** or simply log on to their website at **www.financial-ombudsman.org.uk**

## Financial Services Compensation Scheme

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 are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to the current FSCS limit for deposits. 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, each depositor would have a separate claim up to the FSCS deposit limit and so the maximum amount that could be claimed in total would be twice the current FSCS deposit limit.

The FSCS deposit 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 up to the FSCS deposit limit in total.

For further information about the scheme (including the current limits, amounts covered and eligibility to claim) refer to the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or call the FSCS on 020 7741 4100 or 0800 678 1100. Please note *only* compensation related queries should be directed to the FSCS.

**first direct** is a division of HSBC Bank plc. HSBC Bank plc is established at 8 Canada Square, London E14 5HQ which is its registered office. HSBC Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are a financial services organisation and banking institution. The Financial Conduct Authority's address is 25 The North Colonnade, Canary Wharf, London, E14 5HS. HSBC Bank plc is entered in the Financial Services Register under reference number 114216. You can check this on the Financial Services Register by visiting the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.

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# first direct

Call us any time on

**03 456 100 100<sup>†</sup>**

Or visit us at

**firstdirect.com**

## Important notes

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

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

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

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

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

<sup>†</sup>Text-phone **03 456 100 147** or if calling from abroad **+44 113 234 5678** (Text Relay **+44 151 494 1260**). For more information on contacting us via BSL Video Sign Relay visit [firstdirect.com/contact-us](http://firstdirect.com/contact-us).

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

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