Say hello to...

Our Account Terms and Conditions (aka our Terms)

Which take effect on 17 November 2019

It might not be a page-turner but consider this some (very important) gentle bedtime reading
It hasn’t got that many twists and turns but it’s full of useful information so you should look through it carefully, take extra care with bits that are important to you and keep it to hand in case you need to refer to it.

We know T&Cs can be heavy going so we’ve worked really hard to make sure ours are in as plain English as humanly possible, making it easy to find the information you need when you need it.
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About our terms

First things first (no pun intended), our ‘current account’ is called 1st Account.

And First Directory is a package of benefits available to 1st Account holders for a monthly fee. The benefits include Worldwide Travel Insurance, Motor Breakdown Assistance, Mobile Phone Insurance, reduced fee foreign currency cash machine withdrawals, leisure benefits and offers. For more information, call us on the number at the end of these terms or visit firstdirect.com/banking/first-directory

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

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

<table>
<thead>
<tr>
<th>Just so you know</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pounds</strong> means Great Britain (GB) Pounds Sterling.</td>
</tr>
<tr>
<td><strong>UK</strong> means England, Scotland, Wales and Northern Ireland.</td>
</tr>
<tr>
<td><strong>We, us and our</strong> mean first direct, a division of HSBC UK Bank plc.</td>
</tr>
<tr>
<td><strong>Online Banking</strong> means our internet banking service.</td>
</tr>
<tr>
<td><strong>Mobile Banking</strong> is our mobile banking App which can be downloaded to any mobile device that supports it and allows you to view your balances and recent transactions, make payments, transfer money between your accounts and much more.</td>
</tr>
<tr>
<td>Only you and we are covered by these terms.</td>
</tr>
<tr>
<td>Our accounts are not to be used for business purposes. If you need a business account, please give us a call and we can help you get in touch with HSBC UK who offer these.</td>
</tr>
</tbody>
</table>

In line with new rules designed to make sure all banks describe similar features and processes consistently, where relevant we’ve used industry standard words in this and any related documents. Visit firstdirect.com/glossary-of-terms for more information about this.
1. Getting in touch

How we’ll contact you

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

If we need to contact you because we suspect or find fraud, or we have a security threat, we’ll do this in the fastest and most secure way we can eg sending you a text message instead of calling.

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

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

<table>
<thead>
<tr>
<th>How you contact us</th>
<th>From UK, Channel Islands and Isle of Man</th>
<th>From anywhere else</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone – Lost or stolen cards or PINs</td>
<td>0800 085 2404</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td>03 456 100 100</td>
<td>+44 113 234 5678</td>
</tr>
<tr>
<td>Text-phone</td>
<td>03 456 100 147</td>
<td></td>
</tr>
<tr>
<td>Online Banking</td>
<td>firstdirect.com</td>
<td></td>
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<tr>
<td>Mobile Banking</td>
<td>Download our App from your app store</td>
<td></td>
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<tr>
<td>Text Relay</td>
<td>+44 151 494 1260</td>
<td></td>
</tr>
<tr>
<td>BSL Video Relay</td>
<td>For more information visit firstdirect.com/contact-us</td>
<td></td>
</tr>
<tr>
<td>Post</td>
<td>first direct 40 Wakefield Road, Leeds LS98 1FD</td>
<td></td>
</tr>
</tbody>
</table>

Just so you know

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

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

2. Where to find what you need

What you’re looking for and where you’ll find them

<table>
<thead>
<tr>
<th>What</th>
<th>Where</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terms relevant to all current and savings accounts (except ISAs)</td>
<td>Look no further – you’re in the right place or if you prefer, visit: firstdirect.com/terms-and-conditions</td>
</tr>
<tr>
<td>Terms specific to a certain account (like your 1st Account or our savings accounts) including details about our charges and overdraft interest rates</td>
<td>In our Charges and additional product terms document or by visiting: firstdirect.com/terms-and-conditions</td>
</tr>
<tr>
<td>Current savings interest rates</td>
<td>Give us a call or look in our Interest Rates and Charges document or by visiting: firstdirect.com/rates-and-charges/rates</td>
</tr>
<tr>
<td>Current exchange rates</td>
<td>Give us a call. We’ll also give you the rate if you make a payment via Online Banking.</td>
</tr>
<tr>
<td>A guide to using your account or a particular feature of it</td>
<td>In our Give me the facts brochure or by visiting: firstdirect.com/terms-and-conditions</td>
</tr>
</tbody>
</table>

Just so you know

The Charges and additional product terms contain specific terms about each of our products so if there’s a difference between what they say and the terms in this document, the Charges and additional product terms will apply.

One day in the future, terms and conditions will be beamed directly into your mind. Sadly, today isn’t that day. Today you’ll have to read them. Sorry.
3. How we’ll make sure it’s you

Before we do anything we’re asked to do relating to your accounts, we’ll need to check the request comes from a person who’s authorised (even if it’s made by you). Better safe than sorry – we’re sure you wouldn’t want it any other way. We’ll do this:

- (where we have one) by checking the signature on a document (eg a cheque or letter) matches the one you’ve given us, or the one on your card. If you’re in a HSBC UK branch, you may also need to show some photo identification eg a driver’s licence or passport.
- in all other cases by assuming it’s you making the request if your security details are used to access Online, Mobile or Phone Banking or with a payment device.

We’re always looking to make managing your accounts easier and even more secure so we may add new ways of checking your identity in the future.

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>A <strong>payment device</strong> is a card, e-wallet or other device you can use (usually with security details) to make payments, give us instructions or access information about your account.</td>
</tr>
</tbody>
</table>

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

4. Protecting your account

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

- don’t let others use your payment device(s) or tell anyone your security details (apart from ‘Third Party Providers’ if necessary – there’s more information about them in section 5 below)
- don’t choose security details that can be easily guessed by anyone else
- don’t log-on (or stay logged-on) to a device that has access to your accounts or a payment device if you’re not in full control of it or if it isn’t in your possession
- delete any biometric access (fingerprint, voice etc) from a device that could be used by someone else to access your account
- delete any cards from your device or e-wallets that can be accessed from it before you give it to someone else eg if you sell it or send it to be repaired.

<table>
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<th>Just so you know</th>
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<tbody>
<tr>
<td>Not too many people think about that last one but it’s very important as if you don’t, you might be giving that person access to your accounts and an awful lot of your personal information.</td>
</tr>
</tbody>
</table>

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

**Unauthorised access**

We’ll do everything we reasonably can to stop anyone who isn’t authorised accessing your account but you’ll also need to do the same. If you don’t take reasonable steps to protect it, we may restrict or block your account and/or any payment device to keep you, your money and us safe. If this happens and you want to know when the block will end, just ask and we’ll tell you if we can.

If someone who isn’t authorised is using (or trying to use) your account or security details, or a payment device or cheque is lost or stolen, please call us as soon as possible. If you then find them after you’ve called, please contact us again before you use them as we may need you to destroy them and/or return them to us instead.

We may also ask for your help and give (or ask you to give) information to the police.
5. Using other companies to manage some parts of your account(s) with us

<table>
<thead>
<tr>
<th>Just so you know</th>
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</thead>
<tbody>
<tr>
<td><strong>A Third Party Provider</strong> is another company you’ve given permission to combine and display information and/or make payments from your online accounts (with us and other banks).</td>
</tr>
<tr>
<td>‘Account information’ may include details of payments in and out, and who they’re to and from so it could contain sensitive personal information eg if you pay subscriptions or membership fees for things like unions or religious groups through your account(s).</td>
</tr>
<tr>
<td><strong>European Economic Area (EEA)</strong> means all the member states of the European Union plus Iceland, Norway and Liechtenstein.</td>
</tr>
</tbody>
</table>

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

Although as a general rule these terms say not to give your security details to anyone else, you can give them to a Third Party Provider if it’s necessary for them to provide their service(s). But before you do, it’s important you check they’re legally allowed using the information they give you about how they’re regulated eg whether they’re registered with an EEA regulator like the Financial Conduct Authority. If you don’t and something goes wrong, you may be responsible for any payments they make.

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

If you use a Third Party Provider, you’ll still need to let us know about any incorrect, mistaken or unauthorised transactions so we can arrange any refund you’re entitled to.
6. Letting someone else operate your account for you

If you need to allow another person to operate your account, you’ll have to sign a document called a Third Party Mandate or send us a valid Power of Attorney.

If you can’t operate your account for any reason, another person can be appointed to act for you. This could be because you have a physical disability or mental incapacity, or you might be in the armed forces or travelling abroad. They’ll need to have the right legal document(s) before we’ll give them access.

Just so you know

If someone’s appointed to act for you, we’ll need to receive and check all relevant documents. In some serious cases, for example, if we’re told you have a mental incapacity, we might limit access to your account until we’ve carried out these checks.

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

We’ll remove a Third Party Mandate if you ask us to. We may also remove it if we know or suspect the person you’ve authorised has misused the account or hasn’t acted within these terms, the law or regulatory rules.

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

If you’d like more information about anything in this section, please give us a call on the number at the end of these terms.

7. Things to remember about joint accounts

Taking out a joint account with someone is a significant step. Before you do, it’s important you bear in mind that how they manage their finances could affect your financial future.

It’s worth bearing in mind that any joint account holder can:
• make or stop payments
• apply for an ‘arranged’ overdraft
• ask for information about the account
• close the account
• withdraw the whole balance.

Just so you know

If we convert a sole account into joint names, the new account holder(s) will be able to see all the information on the account, including when it was in a sole name.

We can ask either joint account holder to repay an overdraft on a joint account in full, as both parties are equally responsible.

We won’t convert a joint account into a sole account unless one of the account holders has died.

An arranged overdraft is one you’ve agreed with us in advance – we only offer these on our 1st Accounts.

Joint account disagreements

If you tell us there’s a disagreement that affects a joint account, we’ll need all instructions including payments, withdrawals and account closures to come from both of you until it’s resolved (although we’ll close an account if one of you asks us to and there’s no money in it).

If this happens, we’ll also have to restrict or block your Online and/or Mobile Banking and ask you to destroy any cheque books or debit card(s) (or remove them from any e-wallets or devices they’re registered on) for affected accounts.

What happens if one of the joint account holders dies

First things first, we’ll do whatever we can to help at what we know is likely to be a very difficult time. We’ll need official confirmation of the death and once we have this we’ll transfer the account into the name of the remaining joint account holder.
8. **When you’ll receive statements**

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

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

We’ll send your statements by post unless you’re registered for Online Banking. If you are, we’ll provide these online unless they aren’t available that way or you’ve asked for paper instead. We’ll only send a statement if there’s been a payment into or out of your account since the last statement we gave you.

You can ask us for a copy of your statement at any time. We’ll also send you a summary of any charges on your accounts every 12 months and a closing statement.

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It’s really important you check your statements, balance and any overdraft usage regularly so you know what’s happening and can spot anything unusual.

9. **Stay informed by text message**

Don’t worry we won’t use text speak – and definitely no emojis.

But if we have your UK mobile number, we’ll send you a message on any day:

- you go into your arranged or unarranged overdraft (including any interest free overdraft amount on your account)
- there isn’t enough money in your current account to make payments you’ve asked us to make that day.

You can ask us to stop sending these messages or choose to receive messages about some things and not others at any time.

It’s important you check your account regularly to avoid unnecessary charges.

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**Text Message Banking**

We also offer Text Message Banking which is free of charge and designed for use in the UK.

If you register for this service, we’ll send text message updates to your chosen mobile number so it’s important you tell us if this changes. Some mobile phones or network operators may not support this service.

You can arrange to have text messages for each account showing:

- a weekly mini statement ie how much is in your account and 5 recent transactions (we stop these if you don’t use your account for 90 days)
- when there’s a payment in or out of your account above a limit you set (we’ll also tell you the total amount in your account after the payment)
- your last 5 transactions when your account goes above or drops below a limit you set (we’ll also send this message every day something happens in your account while it’s still above/below that limit).

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**Just so you know**

If 2 or more events happen on the same day, where possible we’ll send you 1 ‘multi-event’ message rather than separate ones.

We can only send each message once and we can’t provide copies so please save any you might need for future reference.

We don’t charge for sending you text messages but your mobile network operator may charge you to receive them. These texts are correct at the time we send them but it’s worth bearing in mind that other payments may be made to or from your account later that day. We may not be able to make a payment if you don’t have enough money in your account or within your arranged overdraft limit.

We’ll let you know if there’s been a problem at our end but if you don’t receive your message or it’s incomplete, it may be due to a fault with your phone’s network operator or any you use while abroad.
How you make changes

You can arrange, change or cancel your messages by giving us a call. You’ll need to let us know before 10pm if you’d like your changes to start from the next working day.

You can also pause your messages when you go abroad and restart them automatically when you get home to avoid any extra charges that might be payable to your mobile provider while you’re away. Plus, we wouldn’t want to disturb your relaxing holiday sleep-in (or high-powered business meeting) because of any time zone differences.

Security precautions

First things first, we recommend you keep your mobile phone safe and protect it with a PIN code and/or biometric information (fingerprint, voice etc).

If you think any of your messages are wrong, please let us know as soon as possible and we’ll look into this for you.

We may stop sending you messages if we believe you aren’t receiving them (or someone else is) but we’ll let you know in writing if we do this.

10.

Information we need from you and when we can share it

If it’s reasonable for us to ask for information, we need you to provide it as soon as possible. If you don’t or we suspect fraud/criminal activity we may:
- try getting it from somewhere else
- block, transfer or close your account(s)
- not be able to carry on doing some or all of your banking.

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

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

Just so you know

You need to make sure you meet any tax responsibilities you have in the UK and any other relevant countries for the account(s) and services you have with us eg filing tax returns, paying tax and complying with any other tax laws or regulations.

Some countries’ tax laws may apply to you even if you aren’t a citizen or don’t live there.

We aren’t responsible for your tax obligations and we can’t provide tax advice so if you need help with this, we recommend you speak to an independent tax advisor.

This also applies to connected persons eg anyone you send a payment to, anyone who operates an account for you, anyone entitled to money in your account(s) etc.

In this section ‘we’ and ‘us’ means first direct and any HSBC Group Company worldwide.
## Payments into your account

Payments can be made into your account in different ways and will be available to you at different times although some of these options may not be available for some types of account – you can find full details in our Charges and additional product terms. Payments can also be made in most major currencies – just ask us if you’re unsure.

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

<table>
<thead>
<tr>
<th>How</th>
<th>When</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cash</strong></td>
<td></td>
</tr>
<tr>
<td>Over the counter at HSBC UK branches*</td>
<td>Immediately</td>
</tr>
<tr>
<td>Over the counter at Post Office® branches</td>
<td>Immediately if you use your debit card (or immediately after we receive it if you don’t)</td>
</tr>
<tr>
<td>At HSBC UK self-service machines*</td>
<td>Immediately (if the machine says it can count the cash – if it doesn’t, the same working day if you pay in before the cut-off time or the next working day if you don’t)</td>
</tr>
<tr>
<td>At other banks (which includes HSBC branches in the Channel Islands or Isle of Man) if they’ll let you but they may charge for this</td>
<td>Immediately after we receive it from the other bank.</td>
</tr>
</tbody>
</table>

### Receiving money electronically

<table>
<thead>
<tr>
<th>How</th>
<th>When</th>
</tr>
</thead>
<tbody>
<tr>
<td>In Pounds</td>
<td>Immediately</td>
</tr>
<tr>
<td>In foreign currency</td>
<td>Immediately after we’ve converted it into Pounds using the <strong>first direct</strong> Exchange Rate at the time we receive it.</td>
</tr>
</tbody>
</table>

### Just so you know

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

**Faster Payments** is a UK payment system that means electronic payments will arrive usually within a few hours and sometimes even faster than that.

The **first direct** Exchange Rate is used when we convert a payment into another currency for you. As they’re different and based on the market for each currency, we can change them at any time without notice. So if you’re sending money outside the UK regularly it’s worth keeping an eye on the one(s) relevant to you.

You can pay in a maximum £1,000 per day at Post Office® branches.

*Only the account holder or someone officially allowed to operate the account can pay cash over the counter at HSBC UK branches and self-service machines.
Paying UK bank cheques in Pounds and Euros into your account

Okay, cheques aren’t so popular now-a-days, but we know some of you still use them. If you’re a cheque fan, check out (pardon the pun) the information below.

We process all cheques as images rather than paper these days.

We have to collect and process payments made by cheque from the paying bank – we’ve shown how long this takes below.

<table>
<thead>
<tr>
<th>When a cheque is sent to us for processing</th>
<th>Working days after it’s paid in*</th>
<th>eg if you pay a cheque in on a Tuesday</th>
</tr>
</thead>
<tbody>
<tr>
<td>You’ll start earning interest</td>
<td>1</td>
<td>Wednesday</td>
</tr>
<tr>
<td>You’ll be able to use the money</td>
<td>1 (as soon as it shows in your account which could be any time that day)</td>
<td>As soon as it shows in your account which could be any time on Wednesday</td>
</tr>
<tr>
<td>The paying bank can’t take the money back</td>
<td>1</td>
<td>After it shows in your account on Wednesday</td>
</tr>
</tbody>
</table>

Just so you know

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

If you’re paying in at a branch, the cut-off time will be the closing time for your chosen branch’s counter service.

If you pay a cheque in at a UK Post Office® branch or a HSBC branch in the Channel Islands or Isle of Man, the above timings will start when we receive it which would normally be the next working day.

If you pay in a cheque for a large amount, we might need to carry out some further checks so it might take a bit longer for it to be processed. A cheque of unusual size may also take longer to process.

If the paying bank takes back money we’ve paid into your account, we’ll let you know and take the payment from your account (it’s worth bearing in mind this could put you into unarranged overdraft). If it’s appropriate, we may ask the paying bank to resend the payment.

Paying foreign currency cheques into your account

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

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

Just so you know

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

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

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

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

If a foreign bank returns a cheque, or asks for the money back eg where there’s fraud, we’ll take enough from your account to cover the payment in the foreign currency. As this will be based on the exchange rate on that day, we can’t guarantee the amount that comes out of your account will be the same as the amount originally paid in. If this happens, it’s worth keeping an eye on your account to make sure this doesn’t take you into an unarranged overdraft (see ‘Just so you know’ below for more information).
Payments into your account by mistake or fraud

If we make a payment into your account by mistake (we’re only human) or because of a systems error, we’ll automatically take the money back.

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

In all other cases, how we’ll deal with payments made into your account by mistake will depend on how they’re made and where they came from, so:

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

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

<table>
<thead>
<tr>
<th>Just so you know</th>
</tr>
</thead>
<tbody>
<tr>
<td>If you don’t have enough money or arranged overdraft available in your account when we take a payment out that’s been made by mistake, this will put you into an unarranged overdraft ie an overdraft we haven’t agreed in advance that covers the payment.</td>
</tr>
</tbody>
</table>

If money is sent by CHAPS (Clearing House Automated Payment System), it’s sent electronically on the same working day as long as it’s before the cut off time – see below

When we won’t accept payments into your account

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

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

We’ll make a payment out of your account if you ask us to unless:
- you don’t have enough money in your account (including any overdraft)
- you haven’t given us the account or reference details we need or we know they’re incorrect
- you’ve asked us to send the payment in a particular way eg via Faster Payments but the receiving bank can’t accept it
- you haven’t provided any identification or information it’s reasonable of us to ask for
- the payment is more than a limit we tell you about when you make the payment
- it’s reasonable of us not to because we believe:
  - there’s been a breach of security or misuse of your account, security details or payment device
  - there’s been fraud or a crime of any kind even if it isn’t linked to your account or your relationship with us
  - it would cause us to breach a court order or our legal/regulatory obligations or expose us to action or censure from any government, regulator or law enforcement agency
  - someone else may have a claim over the money.

Just so you know

In this section ‘we’ and ‘us’ means first direct and any HSBC Group Company worldwide.

When we’re working out if you have enough money in your account to make a payment (including any arranged overdraft), we’ll include everything that’s due to come out on that day, except any ‘sweep’ transfers you’ve set-up between your accounts – you can find more information about ‘sweeping’ by visiting firstdirect.com/current-account.

We’ll check at the start of the day and again at:
- **1.30pm** for cheque payments
- **3.30pm** for all other payments.

If there isn’t enough money after we’ve completed our checks, we may still make some of the payments but others could be returned unpaid.

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

We can restrict or block your use of any payment device and related services (eg Online, Mobile or Phone Banking) if we have reason to believe it’s necessary because:
- there’s a significantly increased risk you may be unable to pay money you owe us eg you’ve gone over an arranged overdraft limit
- we have security concerns eg we suspect or find that your payment device and/or security details have been misused
- we suspect or find fraudulent or criminal activity.

If we restrict or block the use of a payment device, we’ll let you know why as soon as we reasonably can, unless the law or any regulation stops us, or if we believe this would affect any reasonable security measures we use. We’ll lift any restriction or block as soon as the reason for it ends.
You can make cash withdrawals at HSBC UK or Post Office® branches (where this service is offered) or by using a cash machine. We’ll confirm the maximum you can withdraw from a cash machine when we send your debit card.

**Cash withdrawals**

**The types of payment you can make and the details we need**

To send money in one of the ways shown in the following table, we’ll need details of the account you want to send it to (usually the sort code and account number or equivalent for overseas payments, the name of the account holder or a linked number eg mobile phone). It’s really important you check these details are correct before asking us to make a payment as these are what we’ll use to send it.

**Payment timescales**

The table below shows the cut-off time for us to receive payment instructions and how long payments take to reach their destinations after we’ve received your request (in case you’re wondering, we’ve also explained what ‘cut-off times’ are below the table).

<table>
<thead>
<tr>
<th>Payment type</th>
<th>Cut-off time</th>
<th>When the payment will reach its destination</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sending money within the UK in Pounds</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To another <strong>first direct</strong> account (including sweep facility transfers from your 1st Account to your savings account).</td>
<td>11:45pm (we never sleep)</td>
<td>Immediately</td>
</tr>
<tr>
<td>To an account held with HSBC UK or M&amp;S Bank.</td>
<td>11.45pm if less than £50,000</td>
<td>Immediately</td>
</tr>
<tr>
<td></td>
<td>7:30pm if £50,000 or more</td>
<td></td>
</tr>
<tr>
<td>To accounts at other banks.</td>
<td>11.45pm if via Faster Payments</td>
<td>Immediately</td>
</tr>
<tr>
<td></td>
<td>4.45pm via CHAPS</td>
<td>Same working day</td>
</tr>
<tr>
<td><strong>Sending money within the UK in foreign currencies</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To another account within the UK involving a currency exchange or in a foreign currency.</td>
<td>3.30pm for Euros. 6pm for US Dollars. Please check with us for other foreign currencies.</td>
<td>Next working day</td>
</tr>
<tr>
<td><strong>Sending money in foreign currencies or outside the UK in Pounds</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To accounts in the EEA in any EEA currency.</td>
<td>3.30pm for Euros and Pounds. Please check with us for other foreign currencies.</td>
<td>Next working day</td>
</tr>
<tr>
<td>All other payments outside the UK.</td>
<td>6pm for US Dollars. Please check with us for other foreign currencies.</td>
<td>Up to 5 working days.</td>
</tr>
</tbody>
</table>

**Just so you know**

Some machines may charge you for cash withdrawals. Don’t pay unless you have to – there may be a free one just round the corner.
Just so you know

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

If you ask us to send money by CHAPS on a future date, we’ll send it then unless it’s on a non-working day (if it is, we’ll send it on the next working day). If you want to set up regular standing order payments via Online, Mobile or Phone Banking, you’ll need to let us know at least 2 working days before they’re due (they can be set up in an HSBC UK branch or by post on the working day before the first one is due).

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

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

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

Although most payments will reach their destinations within the times set out in the table above, sometimes it might take a bit longer to complete all the relevant checks.

---

**The exchange rates for payments outside the UK**

Bet you wish you were abroad right now, relaxing on a sunny beach as the waves splash gently against your feet. Sadly, you’re not. You’ve got terms to read.

If you want to send money in a foreign currency, you can ask us to convert the amount to be paid into that currency. If you ask us to make the payment immediately we’ll do this using the **first direct** Exchange Rate and tell you what this is at the time. If the payment needs to be made in the future, we’ll apply the **first direct** Exchange Rate when it’s made.

If the payment is returned to us or we’re unable to make it for any reason, we’ll refund it using the **first direct** Exchange Rate at that time. If the exchange rate at the time of the refund is different to when the payment was made, the amount we pay back will be different to the amount we originally took from your account.

If we can’t convert the money before we send it or you don’t ask us to, the HSBC Group Company we use to send it will convert it using its exchange rate and it will usually reach the receiving bank within 5 working days. We’ll give you an indicative exchange rate when you ask us to make the payment.

Just so you know

There are some types of payment we can’t make in other currencies – if you need more information just ask.

---

**Payments by cheque (we only offer this on our 1st Accounts)**

We know most will already be familiar with this but just in case, you can make a cheque payment by writing the name of the person or company you want to pay (the payee) on a cheque along with the payment amount in words and numbers, the date and your signature in black or blue pen.

Just so you know

Our cheques can only be used to make payments in Pounds.

We’ll pay all cheques, even if they’re future dated (this isn’t a new online matchmaking feature – it means when you put a date that’s in the future on a cheque you write) so please make sure you have enough money in your account at the time you write the cheque to cover it or you may end up needing to use an arranged or unarranged overdraft (an overdraft you’ve agreed with us in advance, or one we give you because a payment takes you over your agreed limit).
Cancelling a cheque payment

To cancel a cheque payment, you’ll need to tell us the details eg the cheque number and the account you paid it from before it goes through the ‘imaging’ process – unfortunately it can’t be cancelled after it’s been imaged.

If we receive a request to pay one of your cheques and it is more than 6 months old we may pay it but we don’t have to.

Just so you know

Cheque imaging is where a cheque payment is processed as a digital image rather than a paper copy – there’s more information about this in section 11.

Debit card payments

If you use your debit card for a cash withdrawal or payment, the money will come out of your account after we receive confirmed details from the card scheme which may happen on a working or a non-working day (ahh, don’t you just love non-working days?).

If you use your debit card for a transaction eg a cash withdrawal or a payment in a currency other than Pounds, the card scheme will convert it into Pounds on the day they process it using their exchange rate which you can check by visiting the card scheme’s website. You can find details of any charges we apply to these transactions in our Charges and additional product terms.

If your personal circumstances change, we may replace any debit card we’ve sent you with a different type.

Just so you know

When we say card scheme, we mean card network operators such as Visa or MasterCard.

Cancelling or changing payments (not including cheques)

If you’ve asked us to send a payment immediately, it can’t be cancelled. You can cancel the following payments you’ve asked us to send on future dates by giving us a call on the number at the end of these terms:

<table>
<thead>
<tr>
<th>Payment type</th>
<th>Can be cancelled up to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sending money electronically to any account held with us or another provider.</td>
<td>11.45pm on the day before we send it.</td>
</tr>
<tr>
<td>Automatic transfers to any account held with us.</td>
<td>11pm on the day we send it.</td>
</tr>
<tr>
<td>Sending money outside the UK or by CHAPS.</td>
<td>10pm on the working day before we send it.</td>
</tr>
<tr>
<td>Standing orders.</td>
<td>11pm on the working day before we send it.</td>
</tr>
<tr>
<td>Direct Debits.</td>
<td>4.30pm on the working day before the payment’s due.</td>
</tr>
<tr>
<td>Regular card payments (aka ‘continuous payment authorities’).</td>
<td>By the end of the working day before the next payment date. You can also cancel these with the retailer.</td>
</tr>
</tbody>
</table>

If you ask us to cancel a Direct Debit or regular debit card payment, you should also cancel it with the company who collect it to make sure it can’t be paid again.

If you cancel a regular debit card payment but the company still collect it, we’ll treat this as unauthorised and give you a refund. If you haven’t used a Direct Debit or standing order for 13 months, we’ll cancel it to reduce the risk of payments being taken from your account unexpectedly in future – we figure no one needs a nasty shock like that.
When payments go wrong

It’s important you check your statements regularly and call us as soon as possible if there’s anything that doesn’t look right. Online Banking can be your new best friend and you don’t even need to buy it a birthday present – just pop online every week or so and review your accounts – you’ll feel better for it.

Just so you know

An **incorrect payment** is one that hasn’t been sent to the person or account you specified when you asked us to make it because of a bank error.

A **mistaken payment** is one that hasn’t been sent to the right person or account because you gave us the wrong details.

An **unauthorised payment** is one that’s sent from your account which isn’t authorised by you (or anyone who’s authorised to make payments for you). It’s important you don’t give anyone your payment device or security details because if you do and they use them to make a payment, we may treat this as authorised by you.

Where we say you were **tricked into sending money to a fraudster**, we mean you:
- intended to send money to a particular person, but you were tricked into sending it to someone else
- sent money to someone for what you thought was a genuine purpose, but it turned out to be fraudulent.

Where we say ‘**EEA**’ below, we mean **European Economic Area** which is all the member states of the European Union plus Iceland, Norway and Liechtenstein.

The terms of the Direct Debit Guarantee apply to refunds for any Direct Debit errors – more details should be provided when you set up your Direct Debit.

Where we say ‘**extremely careless**’ below, we mean what’s legally known as ‘acted with gross negligence’.

We’ve explained how we deal with refunds for incorrect, mistaken and unauthorised payments below. As you’ll see, this can depend on whether the payment is made within or outside the EEA.

<table>
<thead>
<tr>
<th>Things to consider about any refunds</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>What you should do if you notice an incorrect, mistaken or unauthorised payment or you think you’ve been tricked into sending money to a fraudster.</td>
<td>Call us as soon as you can.</td>
</tr>
<tr>
<td>What happens if you tell us about an incorrect or unauthorised payment.</td>
<td>We’ll refund it as soon as we can but no later than the end of the working day after you tell us.</td>
</tr>
<tr>
<td>What happens when you tell us you’ve been tricked into sending money to a fraudster.</td>
<td>Once we’ve looked into it, we’ll let you know if we can give you a full or part refund. Where possible we’ll follow the standard industry timescales ie within 15 working days of you telling us, although it can take longer – if we’re giving you a refund, we’ll make sure you get it as soon as possible.</td>
</tr>
</tbody>
</table>
| When we won’t give you a refund. | We won’t refund:
- an incorrect payment if we can show it was received correctly
- an unauthorised payment if you’ve been extremely careless or we have reason to believe you’ve acted fraudulently
- an incorrect or unauthorised payment if you tell us more than 13 months after it happened (although this time limit doesn’t apply to unauthorised payments if you were overdrawn at the time)
- you if we believe it’s clear you should’ve known you were sending money to a fraudster, although we’ll always consider all the circumstances before we make our decision. |
| When a refund can be taken back. | We can take back a refund for an:
- incorrect payment if we can show it was received correctly
- unauthorised payment if we can show you’ve acted fraudulently
- it was made because you didn’t keep your payment device safe either intentionally or by being extremely careless eg you chose to share your debit card and/or security details with someone else. But we’ll always give you a reasonable amount of notice before we do this. |
Things to consider about unauthorised payments

<table>
<thead>
<tr>
<th>What happens if we can show you've acted fraudulently.</th>
<th>You're responsible for all payments from your account.</th>
</tr>
</thead>
<tbody>
<tr>
<td>What happens if we can show you've been extremely careless.</td>
<td>You're responsible for all payments from your account until you've told us your payment device or security details have been lost, stolen or misused.</td>
</tr>
<tr>
<td>What happens if you've made the payment remotely eg by phone or online.</td>
<td>We're responsible for any purchase of goods or services (other than financial services) unless you've acted fraudulently.</td>
</tr>
</tbody>
</table>
| Other times where we're responsible for unauthorised payments or fraud on your account. | Unless you've acted fraudulently, we're responsible:  
  • if someone else uses your debit card before you receive it  
  • after you've told us your debit card or security details have been lost or stolen  
  • if we haven't provided a number for you to tell us that your debit card or security details have been lost or stolen  
  • if we don't use the procedures we're legally required to follow to check you've authorised a payment. |

Incorrect and mistaken payments

| What happens if you tell us about an incorrect payment more than 13 months after it was made or a mistaken payment's been made. | We won't give a refund but we'll try to help you recover your money if you ask us to. We'll do this by contacting the receiving bank (usually within 2 working days but this may take longer for payments sent outside the UK). We may make a reasonable charge for doing this but we'll tell you the maximum amount before we start.  
  If the payment was to another bank in the EEA and we can't recover your money, you can ask us to send you all the information we've had from the receiving bank so you can try to recover the money yourself. We may ask you to confirm your request in writing. |

When we'll refund debit card payments

When you make a debit card payment, you can ask us for a refund for up to 8 weeks if you didn’t agree the exact payment amount (eg a hotel bill) and it ends up being more than you could reasonably have expected to pay based on previous charges and the other circumstances.

We may need you to send us some information to help us investigate. We’ll either refund the payment or explain why we can’t within 10 working days of receiving your request (or of receiving any information we’ve asked for).

We won’t refund a payment if you agreed for us to pay it and you were given details of it (or they were made available to you) by us or the retailer at least 4 weeks before it was taken from your account.

How much we’ll refund and when we can take refunds back

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

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

Getting a refund for payments made using the Pay by Bank app

If you need a refund for something you bought using Pay by Bank app, please contact the retailer directly. If they don’t help you can contact us for help up to 90 days after the date you received (or expected to receive) what you bought.

At this point we’d like to remind you that there is a world out there. It’s a nice world, full of birds and sunshine.
Overdrafts, charges and interest

Overdrafts

Overdrafts are a short-term way to borrow money on your account although we can’t offer them to everyone. They can be a useful way to pay for what you need, but we don’t recommend you rely on them.

If we agree an arranged overdraft and you use it, you’ll need to make regular (at least monthly) payments into your account to reduce the amount you owe. And if you go into an unarranged overdraft, your account needs to be back in credit or within any arranged overdraft as soon as possible.

The different types of overdraft are explained below but it’s worth bearing in mind that all overdrafts are repayable ‘on demand’ so we can ask for immediate repayment at any time although we’ll usually give you advance notice.

<table>
<thead>
<tr>
<th>Just so you know</th>
</tr>
</thead>
<tbody>
<tr>
<td>An <strong>arranged overdraft</strong> is where we agree a limit in advance for you to borrow up to when you run out of money on your account. We’ll confirm your limit in writing and although it doesn’t have a fixed period, we’ll review it regularly to make sure it’s still suitable for your circumstances.</td>
</tr>
<tr>
<td>An <strong>unarranged overdraft</strong> is where you authorise a payment that would take you over an arranged limit (or overdrawn if you don’t have one) and we temporarily cover it (you’ll normally have up to 31 days to repay it).</td>
</tr>
<tr>
<td>We only offer overdrafts on our 1st Accounts, not on other types of account eg ones designed for savings.</td>
</tr>
<tr>
<td>The way overdrafts are used can be an indication of financial problems. If we see this happening, we may get in touch to explain the different ways you can get help from us and other places.</td>
</tr>
</tbody>
</table>

Interest rates and charges

You can find any interest rates and charges that apply to your 1st Account and overdraft including for things like making payments and providing services in our Charges and additional product terms.

We work out interest each day on the amount you owe us or the amount of money you have in that account (for accounts we pay interest on).

**If you owe us interest**, this will be paid automatically from your account each month on the day you originally opened it (unless we agree to a different date) or the next working day.

**If we owe you interest**, we’ll pay it into your account each month on the day you originally opened your account (unless we arrange something different with you) or the next working day. The terms for your account will explain how often we’ll pay interest. We’ll tell you the interest rate and if it’s fixed or variable when we open your account.

We may charge for services which aren’t explained in the Charges and additional product terms, but if we do, we’ll always tell you how much it will cost and check you’re happy with it in advance. We may also charge an administration fee of up to £55 if we have to comply with a court order on your account(s) eg a child maintenance order.

<table>
<thead>
<tr>
<th>Just so you know</th>
</tr>
</thead>
<tbody>
<tr>
<td>We’ll always give you at least 14 days’ notice before taking any overdraft interest or charges or account fees from your account.</td>
</tr>
<tr>
<td>In some circumstances, taxes and/or costs may apply to you that aren’t charged by us and/or aren’t paid through us.</td>
</tr>
<tr>
<td>If you’re sending money to another person outside the UK but within the EEA, you can only pay our charges (you can’t pay charges for the other person).</td>
</tr>
<tr>
<td><strong>European Economic Area (EEA)</strong> means all the member states of the European Union plus Iceland, Norway and Liechtenstein.</td>
</tr>
</tbody>
</table>
Using money in one account to pay off another (aka ‘set-off’)

Under normal circumstances we’d never have reason to touch your money. But in some cases, where money you owe us on another account is due for payment eg an overdraft, loan, credit card, mortgage etc we can use the money you have with us to reduce or repay it.

<table>
<thead>
<tr>
<th>Just so you know</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where we use ‘we’ and ‘us’ in this section we mean first direct and any HSBC Group Company worldwide.</td>
</tr>
</tbody>
</table>

**When we won’t use set-off**

We won’t use set-off against any money in your account unless we think it’s reasonable to, including considering any essential living expenses or important debts like a mortgage you may need to cover.

**When we can use set-off**

We can use set-off on accounts in your name and joint accounts you hold with another person as shown below:

<table>
<thead>
<tr>
<th>Money in an account in the name of:</th>
<th>Can be set-off against money owed by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>You only.</td>
<td>You.</td>
</tr>
<tr>
<td>You only.</td>
<td>You and the other person.</td>
</tr>
<tr>
<td>You and another person.</td>
<td>You and the other person.</td>
</tr>
<tr>
<td>You and another person.</td>
<td>The other person.</td>
</tr>
<tr>
<td>You and another person.</td>
<td>You.</td>
</tr>
</tbody>
</table>

Before we use set-off we’ll write to you explaining our rights and how we plan to use them. If you have money in another currency, we may also convert it into Pounds using the first direct Exchange Rate at the time.

We’ll also write to you afterwards to confirm what action we took and how much was transferred out of your account.

It goes without saying that we hope you’re never in this situation but just in case, it’s worth bearing in mind we can use the money in your account(s) even if there is a court decision against you or you’re fined (including interest that’s due after the date of the final decision or fine), unless the court tells us not to or it would be against the law.
We hope you’ll want to bank with us for a (very, very, very) long time.
And as our agreement to provide you with accounts and services has no fixed end date, we need to be able to make changes from time to time to keep on top of things we can’t control like new laws, regulations, industry guidance, security, technology etc or if we make a change to our business.

We’ll only change this agreement if we believe it’s reasonable of us to pass the effect of the change on to you. It’s also worth bearing in mind that because we can’t anticipate everything that could happen, we may need to make changes for reasons that aren’t covered here.

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

### All changes

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

<table>
<thead>
<tr>
<th>Changes we can make due to things we don’t control</th>
<th>Terms we can change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Interest rates</td>
</tr>
<tr>
<td><strong>We’ll respond proportionately to:</strong></td>
<td></td>
</tr>
<tr>
<td>• changes in general law or regulations</td>
<td>✓</td>
</tr>
<tr>
<td>• decisions or recommendations we have to follow eg made by a court, regulator or Financial Ombudsman Service</td>
<td>✓</td>
</tr>
<tr>
<td>• new industry guidance or codes of practice.</td>
<td>✓</td>
</tr>
<tr>
<td>Changes in the Bank of England base rate, other market rates and indices or tax rates.</td>
<td>✓</td>
</tr>
<tr>
<td>Cover increased or decreased costs of providing an account.</td>
<td>✓</td>
</tr>
</tbody>
</table>

### Changes to our business

<table>
<thead>
<tr>
<th>Changes to our business</th>
<th>We’ll make reasonable changes to:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>the way we manage accounts because of technology</td>
</tr>
<tr>
<td></td>
<td>the systems, services or facilities we use or introducing new ones</td>
</tr>
</tbody>
</table>

### Other changes

| Making change for a specific reason that isn’t explained in this table where it’s reasonable or valid for us to do this. | ✓ | ✓ | x |
| Making changes without giving you a reason. If we do this, we’ll always explain what effect they’ll have when we tell you, and give you the chance to close your account(s) or related service(s) free of charge before they happen. | ✓ | ✓ | ✓ |
We hope you found that table useful. Please don’t use it for putting things on. It’s not that kind of table and it’ll make a mess.

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

If you tell us you don’t accept the change, you can close your account without charge but we really hope it doesn’t come to that.

The first direct Exchange Rate is used when we convert a payment into another currency for you. As they’re different and based on the market for each currency, we can change them at any time without notice. So if you’re sending money outside the UK regularly it’s worth keeping an eye on the one(s) relevant to you.

### Table: Changes and Notice Periods

<table>
<thead>
<tr>
<th>Change</th>
<th>Notice before change</th>
<th>Notice after change</th>
</tr>
</thead>
<tbody>
<tr>
<td>• increasing interest rates we pay you or reducing the overdraft charges or interest rates you pay us</td>
<td>x</td>
<td>✓</td>
</tr>
<tr>
<td>• changes to your advantage relating to account benefits or the terms that apply to them, cheques or set-off.</td>
<td>✓</td>
<td>x</td>
</tr>
<tr>
<td>Increasing interest rates you pay us or increasing overdraft charges.</td>
<td>x</td>
<td>✓</td>
</tr>
<tr>
<td>• reducing interest rates we pay you or changing any other charges</td>
<td>✓</td>
<td>x</td>
</tr>
<tr>
<td>• all other changes.</td>
<td>✓</td>
<td>x</td>
</tr>
</tbody>
</table>

We hope you found that table useful. Please don’t use it for putting things on. It’s not that kind of table and it’ll make a mess.

### Just so you know

Different notice periods may apply to some of the accounts - see the Charges and additional product terms for more information.

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

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

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

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

If you tell us you don’t accept the change, you can close your account without charge but we really hope it doesn’t come to that.

### Changes we can make without telling you in advance

The first direct Exchange Rate is used when we convert a payment into another currency for you. As they’re different and based on the market for each currency, we can change them at any time without notice. So if you’re sending money outside the UK regularly it’s worth keeping an eye on the one(s) relevant to you.
### How you or we can close your account or end this agreement

#### What we mean by a ‘cooling-off period’

You have a ‘cooling-off’ period for 14 days from the day after you receive the terms, when you can close your account free of charge. You can do this by sending us a message via Online Banking, giving us a call or by writing to us – our contact details are at the end of these terms.

If you close your account within the cooling-off period, we’ll return any money you’ve put in it, pay you any credit interest you’ve earned and ignore any charges (apart from any you’ve already paid) and/or notice period that would normally apply. If you cancel a savings account, we’ll repay the balance and any interest you’ve earned to your 1st Account unless you ask us to pay it into another account with us.

This may seem obvious, but if you don’t close your account within the cooling-off period, it will stay open until it’s closed by you or us.

#### Closing your account at any other time

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

If you do, we’ll close your account and send you the amount in it plus any interest you’ve earned minus anything you owe us. When this happens any benefits that come with your account eg First Directory will also stop.

#### How we can end this agreement

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

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

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

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

We can also close your account (except fixed term ones like our Fixed Rate Saver) for any other reason but we’d always give you at least 2 months’ notice before we do. This agreement will end when all your accounts are closed.

#### What happens when your account’s closed

Before we close an account we’ll send you your money minus:

- any debit card payments that haven’t been charged to your account already
- any cheque payments that haven’t cleared yet
- any charges and interest which haven’t been applied to your account already.

If you’re transferring your 1st Account using the Current Account Switch Service, we’ll send your money to your new provider.

<table>
<thead>
<tr>
<th>Just so you know</th>
</tr>
</thead>
<tbody>
<tr>
<td>If you choose not to use the Current Account Switch Service, you’ll need to cancel any payments into and out of your account yourself.</td>
</tr>
</tbody>
</table>
**Withdrawing accounts**

If we stop offering a type of account you have with us, we’ll give you at least 2 months’ notice before transferring it to another similar one or one we believe is appropriate. As above, if you prefer you can close your existing account during the notice period and before we make the transfer. If there’s a charge for the new account, you’ll have the option to close it within 60 days free of charge.

If we need to move you to a different type of account we’ll need to contact you, so it’s important you let us know as soon as possible if any of your contact details change.

**What happens if you stop using your account**

If you’re not using all of your accounts, we may restrict payments in or out to protect against fraud but we’ll let you know first. We’ll do this after 12 months for current accounts and after two years for savings accounts.

**Transferring this agreement**

<table>
<thead>
<tr>
<th>Can we transfer this agreement?</th>
<th>Can you transfer this agreement?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes – we can transfer all our rights and obligations under our terms to another provider but only where they’re recognised by our regulator(s) and where we’re confident they can offer you an equal or similar service. If this happened we’d give you as much notice as possible before any transfer took place and it wouldn’t reduce any of the rights you have under our terms.</td>
<td>No – you can’t transfer any of the rights or obligations you have as part of our terms to anyone else.</td>
</tr>
</tbody>
</table>
18. When things go wrong

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

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

The laws that apply to these terms

The laws of England and Wales apply to these Terms and our dealings with you until the time your account is opened including how we managed the process of opening your account. You can take legal proceedings against us in the UK or in the country where you live.

These Terms are in English and any communications we send to you will be in English.

And that’s your lot. You’ve come to the end of our lovely (we appreciate that’s subjective) Account Terms. Below there’s some other important stuff so if you’re hungry for more, you’re in luck.

Other important information

Privacy

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

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

We have a separate Privacy Notice which explains how we collect, use, disclose, transfer and store your personal information and your rights. We’ll let you know whenever we make any changes to it but you’ll always be able to find the most up to date version by visiting firstdirect.com/privacy or if you prefer a paper version, give us a call – our contact details are at the end of these terms.

How to make a complaint

Your views are important to us. Really. If we’ve done something wrong or you’re disappointed in our service, we’d like to know about it. As they say, feedback is a gift and we really value it so if something’s not quite right, we’ll do everything we possibly can to make sure it doesn’t happen again.

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

If you’d like to tell us, please give us a call on **03 456 100 100**† and we’ll be happy to help.

†Text-phone **03 456 100 147** or if calling from abroad **+44 113 234 5678** (Text Relay **+44 151 494 1260**). For more information on contacting us via BSL video relay service visit firstdirect.com/contact-us. Because we want to make sure we’re doing a good job calls may be monitored and/or recorded, we hope you don’t mind.

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

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

We’ll acknowledge your complaint within 5 working days and keep you informed all the way through.
If you aren’t happy with how we’ve dealt with your complaint, you may be able to refer it to the Financial Ombudsman Service. The Financial Ombudsman is a free, independent service that looks into disputes between financial businesses and their customers.

- for more information visit: financial-ombudsman.org.uk
- or call them on 0800 0234567 or 0300 1239123
- if you prefer you can email them a complaint directly at info@financial-ombudsman.org.uk
- or write to them at The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

If you opened your account in the UK online you may also have the option to refer your complaint to the Financial Ombudsman Service using the Online Dispute Resolution platform which was set-up by the European Commission to resolve disputes about goods and services purchased online – for more information visit ec.europa.eu/consumers/odr

If you think we haven’t met our legal requirements under the Payment Services Regulations, you can complain to the Financial Conduct Authority using the details on fca.org.uk/contact. These regulations set out things like the information we need to give you about your transactions and when we need to respond to a complaint by. For more information, visit fca.org.uk/consumers/how-complain/

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

**How your money’s protected**

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

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

**How we can help you switch to another bank in the UK or EU**

If you decide to switch your 1st Account to another provider we’ll obviously be sad to see you go, but we’ll do everything we can to make the transfer as smooth as possible. Just give us the details, and once we’ve worked out how much interest we owe you and if there’s anything you owe us, we’ll transfer your money to your new account.

We’ll also send you information about any standing orders, Direct Debits etc to help you transfer them to your new account – all free of charge of course.

**The unclaimed assets scheme**

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

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

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

Further information to help you find lost accounts can be found at www.mylostaccount.org.uk
Thank you and goodnight

Interesting T&Cs fact: The Italian for terms and conditions is ‘termini e condizioni’, which sounds really very tasty. Extra Parmesan on ours, please.

Contact us online or by phone

send us a message via Online Banking
03 456 100 100†
firstdirect.com

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