

Important changes

to our

- Account Terms and Conditions
- Charges and additional product terms
- Cash ISA Terms and Conditions.

Which take effect on **17 November 2019**

first direct

What's in this brochure?

We're letting you know about some important changes we're making to our terms which take effect from **17 November 2019** (unless we explain otherwise below). This brochure explains the changes – please read it carefully and keep it for future reference.

If you'd like a copy of the new terms, you'll be able to view or download them from **17 November 2019** by visiting firstdirect.com/terms-and-conditions or if you prefer paper, give us a call after this date and we'll send you one in the post.

Which terms are changing

We're making changes to our:

- Account Terms and Conditions that cover our:
 - 1st Account
 - Regular Saver Account
 - Savings Account
 - Bonus Savings Account
 - Everyday e-Saver
 - Fixed Rate Savings Bond (Fixed Rate Saver)
 - e-Savings Account
 - Everyday Savings Account
- Charges and additional product terms.
- Cash ISA Terms and Conditions

We'll also be making our terms clearer wherever possible.

Available balance changes

You may notice some changes to the way we show how much is available in your account(s) aka your 'available balance'.

When you visit a cash machine or log on to Mobile and Online Banking, alongside your account balance (how much money's in it) we show your 'available balance' which includes payments we know are due out that day and currently, any arranged overdraft limit you have.

From **17 November 2019** we're no longer allowed to include the overdraft part but don't worry, if you have a limit it isn't changing – you'll still be able to use your overdraft when you need, it just won't be shown as part of your available balance.

Updates to our Privacy Notice

We've updated our Privacy Notice to explain how your information's shared with social media companies for marketing purposes and how you can opt out if you want to. We've also confirmed which fraud prevention agencies we share your information with.

If you'd like more details about how we could use and share your information and your rights, you can find our Privacy Notice by visiting firstdirect.com/privacy or if you prefer paper, give us a call and we can send you a copy in the post.

What you need to do

If you're happy with the changes you don't need to do anything, they'll happen automatically. If you don't accept them, you have the option to close any accounts covered by these terms before they happen with no charge by giving us a call, but we really hope it doesn't come to that.

The option to close your account without charge doesn't apply to Regular Saver, Fixed Rate Saver and Bonus Saving accounts. You can still close these accounts, but in line with their individual terms, there may be an interest penalty or charge if you do.

Just so you know, if you withdraw from your Cash ISA without transferring the money to another provider you'll lose the tax benefits. Also, if you've already made a subscription into your Cash ISA in the current tax year, you won't be able to open a new one or pay into another one until the next tax year.

If you have any questions, contact us using the details on the back of this brochure and we'll be happy to help.

Changes to overdrafts

What's changing and where you'll find this in our terms	How it's changing
<p>Sending you text alerts about your overdraft (section 9 of our Account terms)</p>	<p>Unless you've asked us not to, we currently send you a message when you go into an unarranged overdraft, or if we can't make a payment for you because there isn't enough money in your account.</p> <p>We're updating our terms to explain that in future, we'll also do this when you go into your arranged (or any interest free) overdraft so you know what's what.</p> <p>We won't send you certain messages if you've already asked us not to and we'll also explain in our terms that you can:</p> <ul style="list-style-type: none">• ask us to stop sending one or more of the new alerts at any time• choose to receive alerts about some things and not others.
<p>Keeping an eye out for financial problems (section 14 of our Account terms)</p>	<p>Overdrafts are designed for short-term borrowing so how they're used can be an indication of financial problems. We'll therefore update this section to explain that where we see this happening, we may get in touch to explain the help that's available from us and other places.</p>

Changes to our Account Terms and Conditions

What's changing and where you'll find this in our terms	How it's changing
Reporting a card when it's lost or stolen (section 1)	If your card is ever lost or stolen, you can report this by calling 0800 085 2404 so as part of these changes we'll add this to our terms so you know where to find it.
Text Message Banking (section 9)	If you use Text Message Banking, you may already know you can currently create, amend or cancel your messages within Online Banking. We're updating our terms to explain that you'll now need to call us to do this – we're really sorry if this causes you any problems.
Which payments we make first (section 12)	When you ask us to make a payment, we check whether you have enough money in your account (including overdraft). We're updating our terms to explain that if there isn't after we've completed our checks, we may still make some of the payments but others could be returned unpaid.
What happens if you stop using your account? (section 17)	If you haven't used your 1st Account for 12 months or a savings account for 2 years, our terms currently say we may suspend your accounts meaning payments can't be made into or out of them to protect against fraud. We're updating this section to explain we won't suspend any accounts with money in them if you're actively using another account with us.

Changes to our Account Terms and Conditions and Cash ISA Terms and Conditions

What's changing and where you'll find this in our terms	How it's changing
<p>What happens if you're tricked into sending money to a fraudster on or after 28 May 2019 (sections 8 and 13 of our Account terms and section 16 of our Cash ISA terms)</p>	<p>We'll update this section to explain that when we say 'tricked into sending money to a fraudster' we mean you:</p> <ul style="list-style-type: none"> 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. <p>We'll also explain that:</p> <ul style="list-style-type: none"> if you notice any unusual or incorrect transactions on your account, you need to tell us as soon as possible. For most, you have the right to a refund if you tell us within 13 months of it happening there isn't a time limit if you've been tricked into sending money to a fraudster, so we'll look into this no matter when it happened. <p>And when it comes to refunds, we'll explain that:</p> <ul style="list-style-type: none"> once we've looked into it, we'll let you know if you're entitled to a full/part refund or not. 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 we won't refund 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.
<p>Paying in cash in the Channel Islands or Isle of Man (section 11 of our Account terms and section 17 of our Cash ISA terms)</p>	<p>Our terms already explain when your money will be available to you if you pay it in at 'other banks' but we're updating them to make it clear that when we say this, we also mean HSBC branches in the Channel Islands or Isle of Man.</p>
<p>Payments out of your account (section 12 of our Account terms and section 15 of our Cash ISA terms)</p>	<p>On the day you ask us to make a payment for you, we'll check if you have enough money in your account to cover it (including any overdraft). In this section, we'll make it clear that when we're working this out, we'll include everything that's due to come out 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</p>
<p>Paying cheques into your account (section 11 of our Account terms and section 14 of our Cash ISA terms)</p>	<p>How cheques are processed is changing across the industry so we'll now process them all as images rather than paper, including where you pay in a paper cheque at a HSBC UK branch so in our terms we'll:</p> <ul style="list-style-type: none"> remove references to paper cheques explain that if you're paying in at a branch, the cut-off time is 3.30pm or the closing time of your chosen branch's counter service if that's earlier.

Changes to Cash ISAs	
What's changing and where you'll find this in our terms	How it's changing
<p>How you can send money from your Cash ISA and how it affects the notice you'll get when we make changes (sections 15 and 18)</p>	<p>From 17 November 2019, if you have a Cash ISA with us you:</p> <ul style="list-style-type: none"> won't be able to send money from it in a foreign currency or to an account outside the UK will only be able to send money to a 1st Account (if you have one) or if you don't, to an account in your name with another bank. <p>As these changes limit the way you can transfer money from Cash ISAs, we'll no longer class them as a 'payment account'.</p> <p>What this means for you</p> <p>Where we make changes that aren't to your advantage, we may give you less than 2 months' notice of updates to our agreement but we'll give you at least:</p> <ul style="list-style-type: none"> 14 days' notice of any changes we make to your interest rate 30 days' notice of any other changes. <p>It's worth bearing in mind that if there's less than £100 in your Cash ISA, we may not give you notice if we're reducing the interest rate we pay on it.</p> <p>We'll update our terms with these changes, including removing any that are only relevant to payment accounts.</p>
Changes to our Charges and additional product terms	
<p>The interest rates that apply if we close your Regular Saver Account early (in our Charges and additional product terms)</p>	<p>We'll make it clear that if we close your account early for any reason eg where continuing to provide it means we might break a law, regulation or code – we'll pay interest at the Regular Saver interest rate until the date we close it.</p> <p>If you close your account early, we'll pay interest at the Savings Account rate.</p>
<p>We'll no longer be offering bank drafts (in the 'Other charges' section of our Charges and additional product terms)</p>	<p>We're withdrawing our bank draft service so we'll update our terms to remove any references to them.</p>
Changes to the charges you pay	
<p>Some good news about our charges (in our Charges and additional product terms and section 17 of our Cash ISA terms)</p>	<p>Fees for maintaining your 1st Account</p> <p>From 14 September 2019 we're no longer charging £10 per month for our 1st Account – this doesn't apply to most people anyway so we're scrapping it.</p> <p>Sending money by CHAPS</p> <p>If you need to do this, you'll now pay £17 instead of £25.</p> <p>Statements</p> <p>We're removing any charges that currently apply when you ask us for more than one paper statement a month or for an additional copy of your statement.</p>

Contact us online or by phone

send us a message via Online Banking

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For more information on contacting us via BSL video relay service - visit **firstdirect.com/contact-us**.
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