

ISA Key Features 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 Flexible ISAs)
- innovative finance*
- lifetime*.

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.

*please note **first direct** do not offer an innovative finance ISA or a lifetime ISA.

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 2020 to 5 April 2021. 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.

Key Features

keyfacts[®]

Key Features of first direct's Cash ISA

The Financial Conduct Authority is a 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?	Balance	Interest Rate	
	All balances	0.10% AER/Gross	
Interest is variable, calculated daily and credited monthly.			
Can first direct change the interest rate?	Yes, we can change the interest rate on this account in line with the account's Terms and Conditions.		
What would the estimated balance be after 12 months based on a £1,000 deposit?	Initial Deposit	Interest Rate	Balance at end of 12 months
	£1,000	0.10% AER/Gross	£1,001.00
For the purpose of this calculation, it is assumed:			
<ul style="list-style-type: none"> • initial deposit of £1,000 • no additional deposits • no withdrawals • the interest rate remains the same during the 12 months. 			
Projection provided for illustrative purposes only and does not take into account individual circumstances.			
How do I open and manage my account?	Eligibility:		
	<ul style="list-style-type: none"> • you must hold a first direct 1st Account, our current account • be aged 18 years or over • 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 • this account can only be opened in a sole name. 		
How to open the account:			
<ul style="list-style-type: none"> • open an account via online banking, by post or via our Banking on the go App • or you can transfer current and/or previous years subscriptions by completing an ISA transfer form. 			
Minimum/Maximum Balance:			
<ul style="list-style-type: none"> • a minimum of £1 must be deposited to open the account • the maximum amount you can deposit in each tax year is subject to annual subscription limits. The annual subscription limit for the 2020/21 tax year is £20,000. This can be saved in any combination of the permitted ISAs with either the same or different providers • there is no maximum balance. 			
How to manage the account:			
<ul style="list-style-type: none"> • once opened the account can be managed via online banking, telephone banking, by post or via our Banking on the go App. 			

Can I withdraw money?	Yes, you have instant access to your account. You can make as many fee free withdrawals as you like. However any amount you have paid into your ISA will count towards your annual ISA subscription limit even if you later withdraw it. If you withdraw funds from your ISA you will lose the associated tax benefits.
Additional Information	A 14 day cancellation period applies to this account. Interest is paid tax-free, that is free from UK Income Tax and Capital Gains Tax. The tax treatment of an ISA will depend on individual circumstances and may be subject to change in future. Subscribing to a cash ISA may affect your eligibility to subscribe to a Help to Buy: ISA Definitions: <ul style="list-style-type: none"> • AER stands for Annual Equivalent Rate. This shows you what the gross rate would be if interest were paid and compounded each year • Tax-free means free from personal liability to any UK Income Tax and Capital Gains Tax • ISA stands for Individual Savings Account. Rates correct as at 1 May 2020

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 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 free of charge 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.

If you cancel your **first direct** Cash ISA after 14 days, you will not be able to open another cash ISA in the same tax year. We'll repay you your balance plus any interest for the time your account was opened. If you withdraw in this way you will lose the tax benefits of a cash ISA.

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.

If you don't exercise your right to cancel, the Cash ISA will continue with us.

To cancel your ISA please send us a secure e-message or write to us at: **first direct**, 40 Wakefield Road, Leeds LS98 1FD.

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 ISA 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.

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, Exchange Tower, London E14 9SR. Phone 0800 023 4567 or 0300 123 9123. email: complaint.info@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 UK are both trading names of HSBC UK 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 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 UK Bank plc's registered VAT number is GB365684514 and its company register number is 09928412.

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

Cash ISA Terms and Conditions

Effective from **17 November 2019**

first direct

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About our terms

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](https://www.firstdirect.com/terms-and-conditions) or if you prefer paper, give us a call on our normal number 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.

Just so you know
Pounds means Great Britain (GB) Pounds Sterling.
UK means England, Scotland, Wales and Northern Ireland.
We, us and our mean first direct , a division of HSBC UK Bank plc.
Online Banking means our internet banking service.
Mobile Banking (previously known as our Banking on the go App) 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.
Only you and we are covered by these terms.
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.

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).

How you contact us

	From UK, Channel Islands and Isle of Man	From anywhere else
Phone	03 456 100 100	+44 113 234 5678
Text-phone	03 456 100 147	
Online Banking	firstdirect.com	
Mobile Banking	Download our App from your app store	
Text Relay	+44 151 494 1260	
BSL Video Relay Service	For more information visit firstdirect.com/contact-us	
Post	first direct , 40 Wakefield Road, Leeds LS98 1FD	

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

What you're looking for	Where you'll find them
Terms relevant to your account, including charges	Look no further – you're in the right place or if you prefer, visit: firstdirect.com/terms-and-conditions
Current savings interest rates	Give us a call or look in our Interest Rates and Charges document or by visiting: firstdirect.com/rates
Current exchange rates	Give us a call. We'll also give you the rate if you make a payment via Online Banking.
A guide to using your account or a particular feature of it	In our Give me the facts brochure or by visiting: firstdirect.com/terms-and-conditions

3.

Restrictions that apply

We'll manage your account in accordance with these terms, the ISA Regulations 1998 as amended or replaced from time to time (we'll refer to these in this document as the ISA Regulations) and any other applicable legal and regulatory requirements.

Because interest on your account is exempt from income tax, there are certain restrictions that apply to your account eg relating to what happens if you or your spouse / civil partner die, transferring money to or from other ISA managers and when the money in your account may lose its tax-free status. We tell you more about these restrictions below.

You can only have an account if you're aged 18 and over and you must have a 1st Account to open a new account. Your ISA must be in your sole name and not with anyone else. You must hold the money in your account for your benefit only and not for the benefit of anyone else or as security for a loan (although you can use the money to repay a loan). You can't borrow on your account.

You can only pay money into your account each tax year up to the maximum amount permitted by the ISA Regulations. Please contact us if you want to know the maximum amount you can pay into your account in a tax year.

Just so you know

A tax year runs from 6 April in one year to 5 April in the following year.

If you pay in the maximum amount in a tax year, you won't be able to pay in more money even if you've made withdrawals during that year. If you pay in less than the maximum amount in a tax year, you can't carry any shortfall over into following tax years.

If you don't pay money into your account in a whole tax year, you'll need to reactivate your account before you can pay money into your account in following tax years.

4.

If your spouse or civil partner dies

If your spouse or civil partner dies and they had money in an ISA(s), you may be able to pay additional amounts, called "Additional Permitted Subscriptions", into your own account without using up any of your annual ISA allowance.

If your spouse or civil partner died on or after 6 April 2018 the maximum value of the Additional Permitted Subscriptions you can make is the higher of i) the value of the ISAs (including any income earned but not paid) held by your spouse or civil partner at the date of their death or ii) the value of the ISAs (including any income earned but not paid) held by your spouse or civil partner on the date when the ISAs ceased to be classed as a continuing account of a deceased investor under the ISA Regulations.

Just so you know

A continuing account means that the account will continue to have ISA status for up to three years after your date of death.

If your spouse or civil partner died on or before 5 April 2018 then the Additional Permitted Subscription may differ or not apply. You'll need to complete a form each time you make an Additional Permitted Subscription and under the ISA Regulations you can only make them for a certain period after the death of your spouse or civil partner.

Please contact us if you need further details.

We won't accept an Additional Permitted Subscription if we know that the information you've provided is false or if it doesn't comply with any of the requirements under the ISA Regulations.

5.

If you die

The law dictates the tax status of your account when you die. If you die on or after 6 April 2018 your account will become a continuing account of a deceased investor in accordance with the ISA Regulations.

Subject to the above, interest earned after you die may be taxable and your estate will need to deal with this. Your account will remain open and these terms will continue to apply.

Once your account ceases to be a continuing account of a deceased investor we may use any money in your account to reduce or repay any amounts you owe on other accounts you have with us.

6.

Transferring money from another ISA

You can transfer money into your account from another cash ISA or stocks and shares ISA you hold with us or another ISA manager. You can only transfer all (but not part) of the money you have paid into an ISA in the current tax year but you can transfer all or part of the money you have paid in previous tax years.

If you wish to do this, please let us know. After we have your instructions, we'll contact your current ISA manager to begin the transfer process.

7.

Tax status

We'll notify you if, by reason of any failure to satisfy the provisions of the ISA Regulations, your ISA has, or will, become void (meaning that your tax benefits have been lost).

If this happens, we'll as soon as practicable transfer any invalid amounts with interest to:

- another account you hold with us; or
- if you don't have another account, a new savings account which we'll open for you.

These invalid amounts may be subject to UK income tax. It's your responsibility to deal with any tax liability.

8.

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 letter) matches the one you've given us. 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.

Just so you know

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 Online, Mobile or Phone Banking.

9.

Protecting your account

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

- don't let anyone use your security details
- 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 if you're not in full control of it or if it isn't in your possession.

You can find more details about protecting your account in our Give me the facts guide or by visiting 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 or your security details, we may restrict or block them 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 if your security details have been lost or stolen, please call us as soon as possible. We may also ask for your help and give (or ask you to give) information to the police.

10.

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 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.

11.

When you'll receive statements

Whenever we make a payment into or out of your account, charge fees 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.

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 and we'll also send you a closing statement.

It's really important you check your statements and balance regularly so you know what's happening and can spot anything unusual.

12.

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](https://www.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.

13.

Payments into your account

Payments can be made into your account by cash, cheque or electronically by direct transfer or standing order. You can receive payments in foreign currencies from accounts with us or other banks or by cheque (but charges may apply).

You can send money in pounds sterling from your account to a linked account. This is a 1st Account in your name or that you hold jointly with someone else (if you have one) or if you don't; an account in your name with another bank.

You can apply to make an Additional Permitted Subscription into your account. The payment can be made by cheque or by direct transfer from another account you have with us.

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

How	When
Cash	
Over the counter at HSBC UK branches*	Immediately.
At HSBC UK self-service machines*	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).
At other banks if they'll let you (they may charge you) – that includes HSBC branches in the Channel Islands or Isle of Man	Immediately after we receive it from the other bank.
Foreign currency banknotes paid into your account	Immediately after we've converted it into Pounds using the HSBC Bank plc Exchange Rate at the time we receive the payment.
Receiving money electronically	
In Pounds	Immediately
In foreign currency	Immediately after we've converted it into Pounds using the first direct Exchange Rate at the time we receive it.

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.

If you pay cash in at a HSBC branch in the Channel Islands or Isle of Man, the above timings will start when we receive it which can take up to three working days.

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

Depending on the type of payment, either the **first direct** Exchange Rate or the **HSBC Bank plc** Exchange Rate will be used when we convert a payment you receive into another currency for you. As these rates are based on the market for each currency, we can change them at any time without notice. So if you receive money from outside the UK regularly it's worth keeping an eye on the one(s) relevant to you.

*Only the account holder or someone officially nominated 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

If sent to us for processing	Working days after the cheque's paid in*	For example, if you pay a cheque in on a Tuesday
You'll start earning interest	1	Wednesday
You'll be able to use the money	1 (as soon as it shows in your account which could be any time that day)	As soon as it shows in your account which could be any time on Wednesday
The paying bank can't take the money back	1	After it shows in your account on Wednesday

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 the paying bank takes back money we've paid into your account, we'll let you know and take the payment from your account. If it's appropriate, we may ask the paying bank to resend the payment.

This will not count as a payment into your ISA for the purpose of calculating whether you have reached the maximum amount permitted by law.

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 relevant **first direct** 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.

Regular payments into your account

You can make regular payments into your account by standing order. If you want to stop or change your regular payments, you should tell the bank or building society providing the account that you're making the payment from, at least 7 working days before the next payment is due.

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 incorrect payments 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.

Just so you know

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.

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

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.

14.

Payments out of your account

You're entitled under the ISA Regulations to make a withdrawal from your account within a time period that you specify, subject to our own internal processing times. We've set out below (under 'Payment Timescales') the timescales that will apply to the payments you make.

You can make withdrawals from your account in full or in part at any time by electronic transfer, by cash or by requesting a cheque withdrawal. You can't make payments by cheque or set up standing orders, direct debits or regular payments out of the 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
- it's to an account that's not a linked account
- 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 or security details
 - 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, 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](https://www.firstdirect.com/current-account).

We'll check at the start of the day and again at **3.30pm**.

You'll know if a payment hasn't been accepted straightaway if you try to make it via Online, Mobile or Phone Banking. For other types of payment eg a future payment 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 access to services eg Online, Mobile or Phone Banking if we have reason to believe it's necessary because:

- we have security concerns eg we suspect or find that your security details have been misused
- we suspect or find fraudulent or criminal activity.

If we restrict or block your use of a service, 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.

Cash withdrawals

You can withdraw cash at HSBC branches.

Cheque withdrawals

If you write to us to request a withdrawal, we can send you a cheque for the amount of the withdrawal.

Other payments out of your account

You can send money in pounds sterling from your account to a linked account. This is a 1st Account in your name or that you hold jointly with another person (if you have one) or if you don't; an account in your name with another bank.

To set up a linked account and 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, confirmation of the account holder's name 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 (in case you're wondering, we've also explained what 'cut-off times' are below the table).

Payment type	Cut-off time
Sending money within the UK in Pounds	
To a linked 1st Account	11.45pm (we never sleep).
To a linked account held with HSBC UK and M&S Bank.	11.45pm if less than £50,000
	7.30pm if £50,000 or more
To linked accounts at other banks	11.45pm if via Faster Payments
	4.45pm via CHAPS

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.

If you ask us to send money 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).

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.

You must call us to ask us to make a payment by CHAPS.

labelling payments

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:

Payment type	Can be cancelled up to
Sending money electronically to any account held with us or another provider (other than by CHAPS)	11.45 pm on the day before we send the payment.
Sending money by CHAPS	10 pm on the working day before we send the payment.

15.

If you don't recognise a payment on your account

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 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: <ul style="list-style-type: none">• intended to send money to a particular person, but you were tricked into sending it to someone else; or• 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.
Where we say 'extremely careless' below, we mean what's legally known as 'acted with gross negligence'.

Things to consider about any refunds

We've explained how we deal with refunds for incorrect and unauthorised payments below.

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	Call us as soon as you can.
What happens if you tell us about an incorrect or unauthorised payment.	We'll refund it as soon as we can but no later than the end of the working day after you tell us.
What happens when you tell us you've been tricked into sending money to a fraudster.	Once we've looked into it, we'll let you know if you're entitled to a full or 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.
When we won't give you a refund.	We won't refund: <ul style="list-style-type: none"> • 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 • 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.
A refund can be taken back.	We can take back a refund for an: <ul style="list-style-type: none"> • incorrect payment if we can show it was received correctly • unauthorised payment if we can show you've acted fraudulently or it was made because you didn't keep your security details safe either intentionally or by being extremely careless eg you chose to share them with someone else. <p>But we'll always give you a reasonable amount of notice before we do this.</p>

Things to consider about unauthorised payments

What happens if we can show you've acted fraudulently.	You're responsible for all payments from your account.
What happens if we can show you've been extremely careless.	You're responsible for all payments from your account until you've told us your security details have been lost, stolen or misused.
What happens if you've made the payment remotely eg by phone or online.	We're responsible for any purchase of goods or services (other than financial services) unless you've acted fraudulently.
Other times where we're responsible for unauthorised payments or fraud on your account.	Unless you've acted fraudulently, we're responsible: <ul style="list-style-type: none"> • after you've told us your security details have been lost or stolen • if we haven't provided a number for you to tell us that your 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.

Mistaken payments

<p>What happens if a mistaken payment's been made.</p>	<p>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).</p> <p>We may make a reasonable charge for doing this but we'll tell you the maximum amount before we start.</p> <p>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.</p>
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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.

16.

Charges and interest

Charges

The charges that apply to your account are shown below.

We may charge for additional services that we provide to you, but we will 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.

Sending money	To	Phone Banking or Post	Online Banking
Sending money by CHAPS	Linked accounts anywhere in the UK	£17	n/a

Just so you know

We take charges for payments from your account when we make the payment.

Charges for some payments into your account

Charges for some payments into your account		Charge
Receiving money in a foreign currency - £100 or more		£8
We won't charge if you receive up to €50,000 from countries in the EU if the relevant identification numbers are provided i.e. Bank Identifier Code (BIC) and International Bank Account Number (IBAN).		
Receiving money from outside the UK in Pounds - £100 or more		£6
Cheques we negotiate or collect for you because they're issued: <ul style="list-style-type: none">• in a currency that isn't Pounds or Euros• by a bank outside the UK in Pounds or Euros	£250 or less	£7
	£250.01 or more	0.5% (Minimum £10, Maximum: £50)
Cheques issued in Euro by a bank in the Eurozone		£7

Just so you know

If you receive a payment in Pounds, we'll take the charge before we make the payment to your account. For payments in foreign currencies, we'll pay the full amount into your account before we take the charge.

In some circumstances, taxes and/or costs may apply to you that aren't charged by us and/or aren't paid through us.

Interest

We'll tell you the interest rate that will apply to your account when we open it. You can also contact us to find out your current rate.

We work out interest each day on the amount you have in your account. Interest will be paid into your account monthly. If you close your account, we'll pay interest up to the date of closure and add this to the closing balance that we return to you.

17.

When and how we'll make changes to interest rates, charges and our terms

Changes we can make after giving advance notice

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 like new laws, regulations, industry guidance, security, technology etc.

These changes may have little or no effect on you, sometimes they might be to your benefit, sometimes not, be because of things we can't control or because we're making a change to our business, but we'll only make them 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're providing accounts and services over a long period of time, and 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 your account works and/or the benefits it comes with.

Changes we can make due to things we don't control	Terms we can change		
	Interest rates	Charges	Other terms
We'll respond proportionately to:			
<ul style="list-style-type: none"> changes in general law or regulations decisions or recommendations we have to follow eg made by a court, regulator or Financial Ombudsman Service new industry guidance or codes of practice 	✓	✓	✓
Changes in the Bank of England base rate, other market rates and indices or tax rates	✓	✗	✗
Cover increased or decreased costs of providing the account	✓	✓	✗

Changes to our business

We'll make reasonable changes to:			
<ul style="list-style-type: none"> the way we manage accounts because of technology the systems, services or facilities we use or introducing new ones. 	✓	✓	✓

Other changes

Making a change for a specific reason that isn't explained in this table where it's reasonable or valid for us to do this	✓	✓	✗
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.	✓	✓	✓

Telling you about changes

Where we make a change that isn't to your advantage, we'll give you advance warning so you have time to think about what you want to do. If the worst came to the worst and you really didn't like something, you'd have time to close your account(s) and/or switch to another account/provider, but we really hope it wouldn't come to that.

Change	When we'll tell you about it
Increasing interest rates we pay you	We'll either: <ul style="list-style-type: none">• give you personal notice within 30 days after the change; or• tell you within 3 working days after the change online, in a newspaper or in branch.
Reducing interest rates we pay you	At least 14 days before the change. But we may not give notice if there's less than £100 in the account
All other changes	At least 30 days before the change.

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

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 – 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

Depending on the type of payment, either the **first direct** Exchange Rate or the **HSBC Bank plc** Exchange Rate will be used when we convert a payment you receive into another currency for you. As these rates are based on the market for each currency, we can change them at any time without notice. So if you receive money from outside the UK regularly it's worth keeping an eye on the one(s) relevant to you.

18.

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 (less any charges you've incurred) and pay you any credit interest you've earned.

If you've transferred money in from another ISA manager and you've changed your mind but you want to retain the tax benefit of holding money in an ISA, you can transfer your account to another ISA manager or back to your original ISA manager (if they agree). If you don't transfer the money to another ISA manager, you'll lose the tax treatment of the ISA.

If you cancel your account, the payments into your account will be treated as if they were never made. This means you can subscribe to another cash ISA with us or someone else in the same tax year (as long as you're eligible).

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 (unless you instruct us to transfer the money to another ISA provider in order to retain the tax benefits of your ISA).

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 or security details have been misused.

We can also close your account for any other reason but we'd always give you at least 2 months' notice before we do.

What happens when your account's closed

Before we close your account we'll send you your money (including any interest) minus any charges which haven't been applied to your account already. We'll pay what is left to you (either by cheque or to an account that you specify) unless you instruct us to transfer the money to another ISA provider in order to retain the tax benefits of your ISA.

Transferring this agreement

Can we transfer our rights and obligations under this agreement?	Can you transfer your rights and obligations under this agreement?
<p>No but:</p> <ul style="list-style-type: none"> • We can delegate any of our functions and responsibilities under this agreement to another person but only if we consider them to be competent to carry out those functions and responsibilities. This includes us appointing another HSBC Group Company to recover a debt for us. • We may also appoint another member of the HSBC Group to act as manager of the account. If we do this, we'll give you at least 30 days' notice. 	<p>No. You can't transfer any of your rights and obligations in relation to the agreement, your account, or your account itself, to any other person.</p> <p>But you can at any time transfer the money in your account to another ISA manager (if they agree). If you want to do this, you should contact them. They'll pass on your instructions to us.</p> <p>You may transfer all (but not part) of the money you've paid into your account in the current tax year. You may transfer all or part of the money you've paid in over previous tax years.</p> <p>Once we receive a request from another ISA manager, we'll make the transfer within 5 working days of that request in accordance with the ISA Regulations. Your new ISA manager will then process the transfer and apply the funds to your new account.</p>

19.

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/legals/terms-and-conditions 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. If we've done something wrong or you're disappointed in our service, we'd like to know about it. 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 first direct**, 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 complaint.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' (ODR) which has been created by the European Commission. For more information about ODR or to make an online referral visit <http://ec.europa.eu/consumers/odr>

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 **fscs.org.uk**, call the FSCS on **0800 678 1100** or contact us using the details at the end of these terms.

Just so you know

For joint accounts, each eligible depositor can claim up to the limit for their share so they could both claim up to maximum amount.

The limit relates to the combined amount in all the eligible depositor's accounts with a bank, including their share of any joint account (not to each separate account).

first direct is a division of HSBC UK Bank plc, both of which are part of the HSBC Group, so if you hold deposits with us and HSBC UK Bank plc (HSBC UK), you'd only be able to claim up to the maximum limit for the total deposits you have with both combined.

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**

Contact us online or by phone

send us a message via Online Banking

03 456 100 100[†]

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 of interest paid if interest were paid and not compounded each year.

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 UK 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 765112. You can view the financial services register by visiting the Financial Conduct Authority's website www.fca.org.uk or by calling 0800 111 67 68.

[†]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.

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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