

**first direct**

**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. 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**<sup>†</sup>.

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## What is an ISA?

An ISA is a tax efficient way of saving or investing. There are four different types of ISA:

There are four types of ISA:

- stocks and shares
- cash
- innovative finance\*
- lifetime\*.

A payment by you into an ISA in any tax year is called a subscription. You can only subscribe to one type of cash ISA and one type of stocks and shares ISA across HSBC and **first direct**.

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

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## How much can I subscribe to an ISA?

Because of their tax advantages ISAs are subject to annual subscription limits. The overall ISA subscription limit is £20,000 for the current tax year, within this the Lifetime ISA has its own annual payment limit (currently £4000).

You can only subscribe to one type of cash ISA and one type of stocks and shares ISA across HSBC and **first direct**.

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 or make regular payments, 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 should 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 with **first direct**, 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?	<p><b>Balance.</b> All balances. <b>Interest Rate.</b> 2.85% AER / (2.81% Tax Free).</p> <p>Interest is variable, calculated daily and credited monthly.</p>
Can first direct change the interest rate?	<p>Yes. The account pays a variable rate of interest, which means it can change over time. The <b>first direct</b> Cash ISA Terms and Conditions explain when and how we do this. For example, we might review the interest rate if the Bank of England base rate changes.</p>
What would the estimated balance be after 12 months based on a £1,000 deposit?	<p><b>Initial Deposit.</b> £1,000 <b>Interest Rate.</b> 2.85% AER / (2.81% Tax Free). <b>Balance at end of 12 months - £1,028.50.</b></p> <p>For the purpose of this calculation, it is assumed:</p> <ul style="list-style-type: none"><li>• initial deposit of £1,000</li><li>• no additional deposits</li><li>• no withdrawals</li><li>• the interest rate remains the same during the 12 months.</li></ul> <p>Projection provided for illustrative purposes only and does not take into account individual circumstances.</p>
How do I open and manage my account?	<p><b>Eligibility:</b></p> <ul style="list-style-type: none"><li>• you must hold a <b>first direct</b> 1st Account, our current account</li><li>• be aged 18 years or over</li><li>• In addition, in order to subscribe you need to be resident in the UK for tax purposes, or if not so resident, be a UK Crown employee serving overseas, or be married to, or in a civil partnership with, such a person.</li></ul> <p><b>How to open the account:</b></p> <ul style="list-style-type: none"><li>• this account can only be opened in a sole name.</li><li>• open an account via Online Banking, by post or via our Mobile App</li><li>• or you can transfer current and/or previous tax years subscriptions by completing an ISA transfer form.</li></ul> <p><b>Minimum/Maximum Balance:</b></p> <ul style="list-style-type: none"><li>• a minimum of £1 must be deposited to open the account</li><li>• The overall ISA subscription limit is £20,000 for the current tax year, within this the Lifetime ISA has its own annual payment limit (currently £4,000).</li></ul> <p>You can only subscribe to one type of cash ISA and one type of stocks and shares ISA in the same tax year across HSBC and <b>first direct</b>.</p> <ul style="list-style-type: none"><li>• there is no maximum balance.</li></ul> <p><b>How to manage the account:</b></p> <ul style="list-style-type: none"><li>• once opened the account can be managed via Online Banking, telephone banking, by post or via our Mobile App.</li></ul>

<b>Can I withdraw money?</b>	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 future tax benefits.
<b>Additional Information.</b>	A 30 day cancellation period applies to this account. Interest is paid tax-free, that means it is paid free from UK Income Tax and Capital Gains Tax. The value of tax benefits provided by a cash ISA depend on your personal circumstances and tax rules may change in the future. Definitions: <ul style="list-style-type: none"> <li>• AER stands for Annual Equivalent Rate. This shows you what the gross rate would be if interest were paid and compounded each year</li> <li>• ISA stands for Individual Savings Account.</li> </ul> <b>Rates correct as at 10 August 2023</b>

## Who can have a Cash ISA?

Customers need to be aged 18 or over. In addition, in order to subscribe you need to be resident in the UK for tax purposes, or if not so resident, be a UK Crown employee serving overseas, or be married to, or in a civil partnership with, such a person.

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

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

## Cancel, close or transfer your ISA.

If you decide that you no longer want your **first direct** Cash ISA, you can choose to cancel within 30 days from the date on your welcome letter. If you do this:

- Any subscription(s) you made to the **first direct** Cash ISA within these 30 days will be cancelled and you will be treated as if you did not subscribe to the **first direct** Cash ISA.

Any previous or current tax year's subscriptions that you transferred to us from another ISA will not be cancelled and you will lose the future tax benefits of continuing to hold the money in an ISA. To keep the tax benefit of holding the money in an ISA, you can instead transfer to another ISA (with ourselves or another ISA provider).

If you open a cash ISA close to the end of the tax year and choose to exercise your cancellation rights in the following tax year, you will not be able to open a cash ISA for the previous tax year.

After 30 days, you can:

- close the account at any time, with no charge. If you do this, you'll lose the future tax benefits of continuing to hold the money in an ISA.
- transfer to another ISA at any time, free of charge. If you do this, you'll maintain the tax benefits of holding the money in an ISA.

To cancel or close your account, please chat with us via our App or Message Us via Online Banking, call us, or write to us at: **first direct**, 40 Wakefield Road, Leeds LS98 1FD

To transfer to another ISA provider, you will need to contact them and complete their transfer application.

Full details of your cancellation and closure rights are given in the **first direct** Cash ISA Terms and Conditions.

When we cancel or close your account, we pay you the balance in it with gross interest at the appropriate rate.

# 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**<sup>†</sup>

You can only subscribe to one type of cash ISA and one type of stocks and shares ISA in the same tax year across HSBC and **first direct**.

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.

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## Further Information.

### Complaints.

If you are unhappy with any aspect of our products or services, then please let us know by calling us on **03 450 511 378**, chat with us via our App or Message Us via Online 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**

**first direct** is a member of the Financial Ombudsman Service. If you're not happy with our response, you can contact them. Their details are below:

Financial Ombudsman Service, Exchange Tower, London E14 9SR  
0300 123 9 123  
complaint.info@financialombudsman.org.uk

The Financial Ombudsman Service will generally review complaints from retail customers. Even if you have been classed as a retail client by a provider, they may not regard you as an eligible complainant. Complaining to the Financial Ombudsman Service won't affect your legal rights.

Financial Services Compensation Scheme (FSCS)

We're covered by the FSCS. This can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors are covered by the scheme.

For further information about the scheme (including the current limits, amounts covered and eligibility to claim): visit [fscs.org.uk](http://fscs.org.uk)

call the FSCS on 020 7741 4100 or 0800 678 1100

For all other enquiries on your account please contact **first direct** on **03 456 100 100**<sup>†</sup>.

HSBC UK Bank plc's registered VAT number is GB365684514 and its company register number is 09928412.

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## 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.

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## 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**

# **Our Individual Savings Account (ISA) Terms and Conditions**

Effective from **23 November 2021**

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# Our Agreement.

## You and **first direct**: Our agreement.

When you open an account with us, you're setting up an agreement between **first direct**, a division of HSBC UK Bank plc and you, the person or persons we've opened one or more accounts for.

You'll find the terms of that agreement here.

This agreement covers our Cash Individual Savings Accounts (ISAs) and services.

We ask you to read the terms because they're what you're agreeing to. They'll also be useful to help you understand your account. This includes what happens if things go wrong.

For some of our products or services (for example, Online Banking), the terms we give you when you request the product or service will also apply.

Our accounts are not to be used for business purposes or (unless we tell you or agree otherwise) holding money for someone else, for example in a trust. If you need a business account, give us a call and we can help you get in touch with HSBC UK who offer these.

Sometimes we use specific terms that are standard in the industry. There's a list of these terms at **[firstdirect.com/terms-and-conditions](https://www.firstdirect.com/terms-and-conditions)**. If you still need help understanding something, then you can 'message us' using our Mobile App or Online Banking, or call us on our usual number. We'll be happy to help.

### Some useful information.

In these terms, you'll find some boxes with the symbol (!). These aren't part of our "agreement" with you but they give you some useful information about your account.

# 1. How we'll keep in touch.

We'll sometimes need to contact you about your account and your relationship with us. So it's really important that your contact details are correct and up to date.

If anything changes, you must tell us as soon as you can but always within 30 days. If you don't, we won't be responsible if you don't get information or notices from us.

## Contacting us.

You can contact us by any of the methods shown in the table below.

If you're outside the UK and want to contact us to report your card or security details as lost or stolen, then you can do this free of charge through Mobile or Online banking.

Ways to contact us	From the UK	From anywhere else
Phone - Lost or stolen cards and PINs	<b>0800 085 2404</b>	Report free via Mobile/Online banking
Phone - Complaints	<b>03 450 511 378</b>	<b>+44 113 234 5678</b>
Phone	<b>03 456 100 100</b>	<b>+44 113 234 5678</b>
Textphone	<b>03 456 100 147</b>	
Mobile Banking	<b>first direct</b> Mobile Banking App	
Online Banking	<b>firstdirect.com</b>	
Chat to us	<b>Chat with us through our App</b> - go to 'Help' > 'Send us a message', or through Online Banking by selecting 'Message us'	
Text Relay	<b>+44 151 494 1260</b>	
British Sign Language (BSL) Video Relay Service	For more information visit <b>firstdirect.com/contact-us</b>	
By post	At the address at the end of this document	

## Contacting you.

We'll use the most recent postal or email address, phone and mobile numbers we have for you. If you use Mobile Banking, we may also use in-app messages and push notifications. If there's an emergency, we may also try other numbers you've used to contact us in the past. We sometimes record these.

We'll also attempt to contact any emergency contact details you may have given us.

Sometimes we might record and monitor calls to help improve our services or for security reasons.

If you're registered for Mobile or Online Banking, we may also use your Mobile or Online Banking Inbox to send messages and 'My documents' to send documents related to your account. We'll let you know when we put something new in My documents. This could be by email, text message, or through some other electronic message. We won't change or delete things that are already in there.

If you haven't chosen to receive documents electronically, we'll carry on sending them by paper. You can change your preference at any time by logging onto Mobile or Online Banking.

## Access to our services for everyone.

We usually communicate in English.



You can ask for a copy of these terms on paper, in Braille, in Large Print or in audio format at any time. You can find out all about our BSL Video Relay Service, Text Relay and all our access services on [firstdirect.com/accessibility](https://www.firstdirect.com/accessibility).

### (!) Useful information for you.

There's lots of help available to access our services. We've set out some of the ways we can help below.

- Hearing loops in HSBC UK branches.
- A larger Secure Key for accessing Online Banking, with bigger keys and display, as well as audio instructions and information.
- Pay-in slip and plastic card templates

#### **Just let us know what you need.**

If you're a textphone user, you should clear your textphone's memory after every conversation with us.

# Your account.

Interest on your account is exempt from income tax. Because of that, it's important that you know certain things. These are set out below.

- The restrictions that apply to your account.
- What happens if you or your spouse (someone you're married to) or your civil partner die.
- About transferring money to or from other ISA managers.
- Whether the money in your account can lose its tax-free status.

## 2. What restrictions apply to your account?

We'll manage your account as we've set out in these terms. We'll make sure to comply with the ISA Regulations 1998 as amended or replaced from time to time. We'll refer to these in this document as the ISA Regulations. We'll also comply with any other laws or regulatory requirements.

**For all cash ISAs**, certain rules apply:

- You must be aged 18 and over. That's because you must have a 1st Account with us to have a Cash ISA and you need to be 18 to apply for one.
- The ISA must be in your sole name.
- Money in the account must be held for your benefit only. It can't be held as security for a loan.
- You can't borrow on the account.
- You can only pay money into your account each tax year up to the maximum amount allowed by the ISA Regulations.
- 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 taken money out.
- If you pay in less than the maximum amount, you can't carry any leftover amounts into the next tax years.
- If you don't pay money into your account in a whole tax year, you'll need to reactivate the account to pay money into it in the next tax years.

### **What's a tax year?**

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

### 3. What happens if your spouse or civil partner dies?

If your spouse or civil partner dies and they had money in an ISA, you may be able to pay additional amounts, called “Additional Permitted Subscriptions” into your own account. These are additional amounts that don’t use up any of your annual ISA allowance.

If they died on or after 6 April 2018, your maximum Additional Permitted Subscription is either:

- the value of the ISA at the date of their death.
- the value on the date when the ISAs were no longer classed by the ISA Regulations as a “continuing account of a deceased investor”.

Whichever value is higher will apply.

The value of the ISAs held by your spouse or civil partner includes any income earned but not paid.

#### What’s a continuing account?

This is a “continuing account of a deceased investor”. It means that the account will continue to classify as an ISA 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 be different or not apply. You’ll need to complete a form each time you make an Additional Permitted Subscription. Under the ISA Regulations you can only make them for a certain time after the death of your spouse or civil partner.

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. We also won’t accept it if it doesn’t comply with any of the requirements under the ISA Regulations.

### 4. What happens if you die?

The law decides 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” under the ISA Regulations. That means the interest earned after you die won’t be taxable. Your account will remain open and these terms will continue to apply.

Once your account isn’t a “continuing account”, we may use any money in it to reduce or repay amounts you owe on your other accounts you have with us.

In this section, “we” and “us” includes **first direct** and any HSBC Group Company worldwide.

## 5. Can you transfer money in from another ISA?

**Yes.** 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 of the money you have paid into an ISA in the current tax year. You can't transfer part of it. But you can transfer all or part of the money you have paid in previous tax years.

If you want to make a transfer, let us know. After we have your instructions, we'll contact your current ISA manager to begin the transfer process.

## 6. Can the money in my account lose its tax exempt status?

**Yes.** We'll tell you if your ISA (or any part of it) has, or will, become void or invalid. That means it will lose its tax status and tax benefits. We'll do that if the reason for the loss is because the account doesn't satisfy the provisions of the ISA Regulations.

If this happens, we'll transfer any invalid amounts (plus interest) as soon as possible. We'll transfer the amount to another account you hold with us. Or if you don't have another account, we'll transfer to a new savings account which we'll open for you.

These invalid amounts may be subject to UK income tax. You are responsible for paying any tax.

## Your account – who can use it and keeping it secure.

In this section, we tell you about who's allowed to use your account. We also explain how we check identity and how we can work together to keep your account secure.

## 7. Checking it's you and keeping your account secure.

When you access your account, we need to check we're dealing with you.

We also need to check the request we're following comes from you (or someone acting for you). If we have your signature on our records, for example, we'll check that the signature on a document matches our records.

If you're in a HSBC UK branch, we may ask for photo ID (for example, a driver's licence). For everything else, if your security details are used, we'll assume it's you. We'll treat the request as if you had authorised it. That's why you must be careful to keep your security details private.

We may add other ways of checking your identity in the future

## What do we mean by 'security details'?

We ask for security details to keep your account safe. We've set out some types of security details below.



Passwords, personal identification numbers (PINs), security codes, and memorable data.



**Biometric data** (such as a fingerprint or voice ID).



The **codes and passwords** you set up with us for Mobile, Online or Phone Banking.

## Keeping your account secure.

We'll do all we reasonably can to keep your account secure. You must also help us to do this. This includes keeping your details safe, and keeping us up to date if you notice something doesn't seem right. If you don't, we may block or restrict your account to protect you and us from unauthorised use. If you ask, we'll tell you when the block will end.

### (!) Useful information for you.

If we call you, we'll never ask for your full security details.

### (!) Useful information for you.

#### Tips for preventing misuse of your accounts.

##### Things you should do.

- Keep your security details safe.
- Safely destroy any security details we send you.
- Use different security details for different things, for example, have different details for the products you have with different providers.
- Take care when using your security details. Make sure no one can hear or see your security details when you use them.
- If you suspect, or you know, that someone else knows your details, change your security details straight away, and tell us as soon as possible.

##### Things you shouldn't do.

- Don't tell anyone your security details.
- Don't choose security details that can be easily guessed by anyone else.
- Don't write down your security details in a way that other people would easily understand.
- Don't log in, or stay logged in, to a device that's not in your full control or possession.

**Before you transfer a device you use to log in to Mobile or Online Banking to someone else (for example, if you sell it or give it to someone for repair). You should delete:**

- Any biometric access (such as fingerprint, face or voice ID) including access from any linked device.

**You can find more tips on our website.**

We'll let you know in the quickest and most secure way if we think there's something wrong. This might be a text or a phone call. We will do this, for example, if there's actual or suspected fraud on your account or threats to your account security.

**You must contact us as soon as possible in these cases.**

- When someone else tries to access, or has accessed, your account (and whether or not they have your security details).
- Your security details have been lost or stolen.

We'll ask for information or other help we need from you. We may also help the police, and ask you to do this too.

## **8. Can someone else act for you?**

If you're not able to use your account for any reason, another person may be appointed to act for you. This could be because of a physical disability or mental incapacity.

You might also want another person to use your account for you. For example, because you're travelling abroad or you're in the armed forces. In this case, you can put an official arrangement in place with another person.

The most common are 'third party mandates' or a 'Power of Attorney'. The type you need depends on your situation and you'll need to sign a legal document.

When we've had instructions from you, and the right document, we'll allow the chosen person to use your account for you. This agreement will still apply and you'll be responsible for everything they do. This is even if they make you break the agreement.

In some serious cases, for example, if we're told you have a mental incapacity, we might limit access to your account until we get legal proof.

We won't follow instructions given under a Power of Attorney if we know that a person's legal authority to act for you has ended.

**We'll remove a 'third party mandate' immediately. We'll do this if:**

- you ask us to;
- we think the person's misusing your account; or
- they make you break this agreement or any law or regulation.

**(!) Useful information for you.**

To find more information about what to do, visit [firstdirect.com/help/life-events/someone-else-managing-your-money](https://firstdirect.com/help/life-events/someone-else-managing-your-money)

# Giving each other information.

## 9. Statements and other information we'll give you.

We'll always keep you up to date with what's happening in your account.

You can always get information about payments into or out of your account (and about interest we pay or charge and any other charges) using Mobile, Online and Phone Banking.

We may ask you to choose whether you want us to send a monthly statement. If you don't tell us what you want, we'll send statements each month there's been a payment out of your account since the last statement we gave you. If you tell us you don't want monthly statements, we may still send you statements at a different frequency. We'll explain this if we offer you the choice.

We'll send your statements by post unless you're registered for Mobile or Online Banking, we'll provide statements online or through the app unless you ask for them on paper. We'll also send statements by post if they aren't available online or through the app.

You can ask us for a copy of your statement. If you close your account, we'll send you a closing statement.

You must let us know as soon as possible if you think there are any unusual or incorrect payments on your accounts.

## 10. Your information – When we need it and what we do with it.

**You must give us any information we reasonably ask for as soon as possible.**

If you don't, or we suspect fraudulent or criminal activity of any kind, we'll have to take action. For example, we might:

- try to get it from another source; or
- block or close your accounts.

You might not be able to use some banking services or keep banking with us.

**We'll use your information as we explain in our Privacy Notice. Sometimes we'll also give it to others. We explain when we might do this below.**

- we're required to by law.
- to protect ourselves, such as in any court case.
- we have a public duty to. For example, we may have to give it to a tax authority in another country.
- you agree.

In this section "we" and "us" includes **first direct** and any HSBC Group Company worldwide.

## 11. About tax.

Your tax responsibilities include things like filing tax returns, paying tax and following any other tax laws or regulations. Your responsibilities depend on where you live, where you do business and some other things. It's up to you to make sure you follow tax rules. This also applies to 'connected persons' (for example, anyone you send a payment to, who runs your account for you, or is entitled to money in your accounts). We can't provide tax or legal advice so do speak to an independent advisor.

# Payments in and out of accounts.

This section is about payments in and out of accounts. We don't accept or make payments in all currencies (you can ask us if you want to know which currencies we cover).

All payments and decisions about payments are made on working days. How we manage payments can depend on where the payment is being sent and in what currency.

## What's a working day?

A working day is usually Monday to Friday (excluding public holidays). Branch opening hours will be the working day for payments at a HSBC UK branch. For payments made by Faster Payments our working day is 24/7.

## Paying money into your account.

There are lots of easy ways to pay into your account. Here's how. We also tell you when you'll be able to use the money and when it will count for working out interest.

Payments can be made into your account by cash, cheque or electronically by direct transfer or standing order.

You can receive payments in other currencies (but charges may apply):

- from accounts with us or other banks
- by cheque.

You can only make an Additional Permitted Subscription into your account by:

- cheque
- direct transfer from another account you have with us.

## Cash and electronic payments.

How you pay the money in	When you can use the money and when it counts for working out interest
<b>Cash</b>	
A HSBC UK branch counter	Straight away
HSBC UK Self-service machines that accept payments into your ISA	Straight away if the machine says it automatically counts your cash. If it doesn't, then the same working day (or the next working day if you pay in after the cut-off time displayed on the machine)
Other banks (if they allow this they may charge). This also applies to HSBC UK branches in the Channel Islands and Isle of Man	Right after we receive it

If you pay in cash in a foreign currency, we'll convert it into pounds sterling first using the **first direct** Exchange Rate at the time we receive the cash. The timings above will then apply.

Only the account holder or someone appointed officially to run your account can pay cash over the HSBC UK branch counter or using a self-service machine.

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

<b>Receiving money electronically</b>	
In pounds sterling	Straight away
In foreign currency	Right after we've converted it into pounds sterling using the <b>first direct</b> Exchange Rate at the time we receive the payment

### **Standing order**

You can make regular payments into your account by standing order from another account in your name.

### **Cheques**

#### **UK bank pounds sterling**

We process all pounds sterling cheques from a bank in the UK, Channel Islands or Isle of Man as images. That includes where you pay in a paper cheque at a HSBC UK branch. This allows them to be processed electronically which is much faster than just using the paper version.

We have to collect and process payments made by cheque from the paying bank. We've shown how long this takes in the table below. If you pay in a large-sized cheque, or one for a large amount, we may carry out some further checks. That means it might take a bit longer for it to be processed.

<b>Imaged cheques received by us for processing:</b>	<b>Working days after the working day that the cheque is paid in</b>	<b>For example, if you pay a cheque in on a Tuesday</b>
You'll start earning interest	1	On Wednesday
You'll be able to use the money	1 (as soon as the payment is shown in your account – this could be anytime that day)	After the money appears in your account on Wednesday (this could be at any time that day)
The paying bank can't recall the money and we can't take it out of your account	1	After the money appears in your account on Wednesday

If you're paying a cheque in at a HSBC UK branch, you'll need to do this before the cut-off time for processing for the above timings to apply. This will be either:

- 3.30pm; or
- when counter service closes,

whichever is earlier. So if a counter closes at 3pm that will be the cut-off time. If you pay in after the cut-off, the timings will begin from the next working day.

It's also different if you pay a cheque into a HSBC UK branch in the Channel Islands or the Isle of Man. Instead, these timings will begin when we receive it, normally on the next working day.

If a cheque has been paid into your account but is returned unpaid (for example, it bounces), we'll tell you and take the money back out of your account. We may be able to ask for payment again from the paying bank. An unpaid cheque won't count towards the maximum amount that you can pay into your ISA that tax year.

#### **(!) Useful information for you.**

If something goes wrong and we have trouble scanning the cheque it might take longer than usual to process. This could happen, for example, where the writing isn't clear on the cheque.

### **Foreign currency cheques**

If you want to pay in a foreign currency cheque from a bank outside the UK, Channel Islands or Isle of Man, we'll check whether we can accept it. That includes a pounds sterling or euro cheque where the paying bank is outside the UK, Channel Islands or the Isle of Man.

There may be exchange controls that mean we can't. If we can accept it, you'll be responsible for our charges and any charges made by the foreign bank or agent we use.

We have to either **collect** or **negotiate** the cheque. If it's in a different currency to the account, we'll convert this to pounds sterling first using the **first direct** Exchange Rate.

#### **Negotiate**

This means we work on trust and assume the cheque will clear. We'll pay the cheque amount into your account on the working day after we receive the cheque.

#### **Collect**

This means we'll send the cheque to the paying bank and only pay the money into your account when we receive it. How long this takes depends on the paying bank or its country (you can ask us for details). We may use an agent to collect the payment. We'll send you confirmation of the rate and any fees for negotiating or collecting cheques.

If there's a problem, the foreign bank might return the cheque or ask for the money back. If this happens we'll need to take enough money out of your account to cover the payment in the foreign currency. So, if the exchange rate has changed, it's not likely to be the same as the amount we paid in. We'll do this even if you have already spent the money.

## 12. Payments into your account by mistake or fraud.

What we have to do in these situations depends on what's happened and how the payment was made.

- if we pay any money into your account by mistake or because of a system error, we'll take it back.
- if we suspect any payment into your account was made by fraud, we can remove it without asking you. This won't count towards the maximum amount that you can pay into your ISA in that tax year.

If we're told that a payment within the UK or made within the EEA in euros through SEPA wasn't meant for you, we'll let you know. This may happen if, for example, the person who made the payment used the wrong account number.

### **(!) Useful information for you.**

#### **What's the EEA?**

The EEA is all member states of the European Union and Iceland, Liechtenstein and Norway. Following Brexit, the UK is no longer a member of the EEA.

#### **What's SEPA?**

SEPA stands for the Single Euro Payments Area. It's a payment scheme used for sending money in euro in the UK and the EEA.

If you tell us it wasn't a mistake we won't return it. However, we're required by law to share all the information about it with the bank the payment came from, if they ask us to. This will include your name and address and the payment information. This is so that the person who made the payment can contact you directly.

### **Receiving money electronically from within the UK (other than by Clearing House Automated Payment System (CHAPS))**

<b>How long has it been in your account</b>	<b>What will we do?</b>
Two months or less	We'll limit access to the money for 15 working days. We'll tell you we've done this. This is to give you time to show us it was meant for you before we return it to the paying bank.
More than two months	We'll contact you before limiting access to the money or returning it to the paying bank.

### **For any other payments (including CHAPS)**

We won't take the money out of your account or return it to the paying bank unless you agree.

## 13. Refusing payments.

We can refuse to accept a payment into your account if we're acting reasonably. Some examples of when we might do this are set out below.

- If we reasonably believe that accepting it might cause us to breach a legal requirement or expose us to action from any government, regulator or law enforcement agency.
- Or if we reasonably believe there is fraudulent or criminal activity on the account.

## 14. Why we might not be able to make a payment.

The ISA Regulations allow you to take money from your account within a time period that you ask for. This is always subject to our own internal processing times. We've set out in "How you can make payments from your account" the timescales that will apply to the payments you make.

We'll make a payment from your account if we can, but there are some reasons we may not be able to.

- there isn't enough money in your account.
- it's to an account that isn't a linked account.
- we can't confirm the identity of the person you're paying.
- you haven't given us the account or reference details.
- we know the details you gave us are incorrect.
- you've asked us to send the payment in a certain way (for example, by Faster Payments) and the other person's bank doesn't accept them.
- you haven't given us any extra information about the payment that we've reasonably asked for.
- the payment is over a limit that we tell you when you try to make it.

We reasonably believe that certain things have happened:

- there's been a breach of security or misuse of your account or security details.
- there's been fraudulent or criminal activity of any kind. It doesn't matter whether it's linked to your account or your relationship with us and it's reasonable for us not to make the payment.
- the payment would cause us to break the law. Or to do it would go against a regulation or code we follow, a court order or other duty, or requirement.
- the payment could mean we face action or censure from any government, regulator or law enforcement agency.
- someone else may have a claim over the money.

In this section, "we" and "us" includes **first direct** and any HSBC Group Company worldwide. When we get a request for a payment to be paid out of your account on a specific day, we check that you have enough money to pay it.

This check doesn't include sweep transfers into your account. You can find more information about 'sweeping' by visiting **[firstdirect.com/current-account](https://www.firstdirect.com/current-account)**.

We check first thing and again at 3.30pm that day.

If there's not enough money for any payments to be made, we may not make them.

### **How you'll know if there's been a problem**

If there's any problem with payments you make through Mobile, Online and Phone Banking, you'll be able to see straight away that the payment has failed. If there's a problem with a cheque or other payment, we'll try to tell you as soon as possible.

You can always call us right away to find out why we've refused a payment. We'll tell you unless we can't for legal or security reasons or to stop fraud. If we can, we'll tell you what you need to do to put it right. You can also get information on the payment through Mobile, Online and Phone Banking.

## 15. Blocking your payments and services.

We can block your access to services such as Mobile, Online and Phone Banking if we reasonably believe it's necessary because:

- we suspect fraud or criminal use; or
- of security concerns we have (for example, if we know or suspect your security details have been misused).

If we do this, we'll usually let you know why as soon as we reasonably can, unless we're prevented by law or any regulation or for security reasons. We'll unblock your access to these services as soon as the reason for blocking it ends.

## 16. How you can make payments from your account.

The way we send payments depends on how much you're sending and to who (whether you're making an **internal** or **external** payment).

**External payments** are payments made to an account outside the HSBC Group.

**Internal payments** are payments you make from your account to another account within the HSBC Group in:

- your name (**internal payments to yourself**), or
- in someone else's name (**internal payments to someone else**).

We'll tell you about any limits that apply when you ask us to make a payment. When you're sending money in pounds sterling within the UK, we usually use CHAPS for external payments over our limits and Faster Payments for everything else. We explain more about these types of payments below.

### Cash withdrawals

You can make cash withdrawals at HSBC UK branches.

### Cheque withdrawals

You can't make cheque payments from your account. But if you write to us to request a withdrawal, we can send you a cheque for the amount of the withdrawal.

### Standing orders

You can't make standing order payments from your account.

### Sending money to your linked account

You can send money in pounds sterling from your account to a linked account.

### What's a linked account?

This is a 1st Account in your name or that you hold jointly with another person.

If you don't have a 1st Account in your name, you'll be able to send money to an account in your name with another bank.

## The information we need from you

To set up a linked account and send money from it, you'll need to give us details of the account you want to send money to and any other details we ask for. We usually need the sort code, account number, confirmation of the account holder's full name, or where available, a number that is linked to these, such as a mobile phone number. We might also need some other information.

You need to make sure you give us the right details, as we'll make the payment using only the information you give us. It's up to you to check the details are correct.

## Cut-off times

### What do we mean by cut-off time?

The "cut-off time" is the latest time on any day that we can do things you ask us to, or add a payment to an account. We only make certain payments on a working day so if you ask us to make a payment after the cut-off, the timings will start from the next working day.

The table below shows the cut-off time for you asking us to make payments.

<b>Sending money</b>	<b>Cut-off time</b>
<b>Within the UK in pounds sterling</b>	
To a linked 1st Account	<b>11.45pm</b>
To a linked account held with HSBC UK and M&S Bank	<b>11.45pm</b> if less than £50,000
	<b>7:30pm</b> if £50,000 or more
To a linked account at another bank	<b>11.45pm</b> (Faster Payment)
	<b>4.45pm</b> (CHAPS)

If you ask us to send money on a future date, we'll send it on that date. But if it's a non-working day, we'll make it on the next working day.

You must call us to send money by CHAPS.

## 17. Cancelling or changing payments (other than cheques).

We can't cancel any immediate payments such as online transfers or Phone Banking payments.

Other payments can be cancelled if you contact us by the deadline shown below on or before the working day before the payment is due to be made.

Payment type	Deadline
Internal transfers and other payments (except CHAPS)	11.45pm (the day before we send it)
CHAPS	10pm

## 18. If a payment goes wrong or money goes missing from your account.

This section is about four main things.

### Incorrect payments

These are payments that haven't been sent to the person or account that you asked us to make the payment to because of a bank error.

### Unauthorised payments

These are payments made without your (or your representative's) permission.

### Mistaken payments

These are payments that haven't been sent to the right person or account because you gave us the wrong details.

### If you're tricked into sending money to a fraudster.

This is when you intended to send money to a specific person, but you were tricked into sending it to someone else. Or you could have sent money for what you thought was a genuine purpose, but which was fraudulent.

We also talk about what happens if you've been '**extremely careless**'. When we say this, we mean what's legally known as '**grossly negligent**'.

If you give someone your security details and they use them to make a payment, we may treat the payment as if you'd authorised it. But that will depend on what happened. This is why you mustn't tell anyone your security details.

## Things to consider about refunds

Question		Answer
<p>What should you do if you</p> <ul style="list-style-type: none"> <li>• notice an incorrect, mistaken or unauthorised payment</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>• think you've been tricked into sending money to a fraudster?</li> </ul>	→	<p>You must call us as soon as you can.</p>
<p>What will we do when you tell us about an incorrect payment or unauthorised payment?</p>	→	<p>We'll normally refund the money before the end of the next working day after you tell us. We'll do it sooner if we can.</p>
<p>What will we do when you tell us you've been tricked into sending money to a fraudster?</p>	→	<p>We'll look into this and follow industry guidelines. We'll let you know whether you're entitled to a full or partial refund, usually within 15 working days after the day you told us. It may take longer in exceptional circumstances. If you're entitled to a refund, we'll give you this without delay.</p>
<p>Will we always make a refund?</p>	→	<p>No. We won't always make a refund. We explain some of the reasons why we won't always make a refund below.</p> <ul style="list-style-type: none"> <li>• for an incorrect payment, if we can prove that the bank of the person you paid received the payment.</li> <li>• for an unauthorised payment, if we know you've been extremely careless or we reasonably suspect fraud on your part.</li> <li>• if we believe it's clear you should have known you were sending money to a fraudster. We'll always consider all the circumstances before we make our decision.</li> </ul>
<p>Can we take back a refund we've made?</p>	→	<p>Yes. We can take back refunds (after giving you reasonable notice) in some cases:</p> <p>For incorrect payments - we can show that the payment was received by the other person's bank.</p> <p>For unauthorised payments - we can prove that you acted fraudulently. Or that it was made because you intentionally failed to keep your security details safe (or you were extremely careless).</p>

## Unauthorised payments

Question		Answer
What happens if we can prove you acted fraudulently?	→	You're responsible for all payments from your account.
What happens if we can prove you've been extremely careless?	→	You're responsible for all payments from your account. But only until you've told us that your payment device or security details have been lost or stolen. Or that you suspect someone has used them without your permission.
What happens if you made the payment remotely, for example, by online or by phone?	→	We're responsible for any unauthorised purchase of goods or services (other than financial services) made online, unless you've acted fraudulently.
Are there any other cases where we're responsible for unauthorised payments or fraud on your account?	→	<p>Unless you've acted fraudulently, we're responsible for making a refund if certain things happen. We've set these out below.</p> <ul style="list-style-type: none"> <li>• after you've told us that your debit card or security details have been lost or stolen.</li> <li>• if we haven't provided a number for you to tell us that your debit card or security details have been lost or stolen.</li> <li>• if we haven't checked that it was you who authorised the payment in the way we're legally required to.</li> </ul>

## Mistaken payments

Question		Answer
What happens if a mistaken payment's been made?	→	<p>We won't give a refund but we'll try to help you recover your money if you ask us to. We can contact the bank that's received your payment, usually within two working days, to try to get the money back. You just need to ask us to do this. We may charge our reasonable costs for doing it, but we'll tell you the maximum amount you'll pay first.</p> <p>If the payment was to another bank in the UK and we can't recover your money, you can try to get the money back yourself. That also applies to euro payments sent to a bank within the EEA using SEPA. If you need to do this, you can ask us to help you by writing to us. We'll give you all the information we've been given by the bank that received the payment.</p>

# 19. Refunds.

## How much will we refund and can we reverse a refund?

If we give a refund, we'll refund the money with any interest we charged, or pay any interest that we should have paid. This will put you back in the position you would have been in if the payment hadn't been made.

If we give a refund but later find you weren't entitled to it, we'll reverse it. This will put you back in the position you would have been in without the refund.

# About charges and how we pay interest.

## **You'll find:**

- the current interest rate for your account in the latest version of our Interest Rates and Charges brochure, by contacting us or visiting our website to print or download the latest rates; and
- all our standard charges, for example for making payments and providing services, below.

**Contact us if you'd like further details.**

## **20. Interest rates.**

We'll tell you your interest rate when we open the account and you can visit our website or contact us to find out your current rate.

We work out interest each day on the amount we're holding for you in that account. We'll pay interest into your account monthly. If you close your account, we'll pay interest up to the date you close it. We'll add this to the closing balance that we return to you.

## **21. Charges.**

### **Important information**

We may charge for services which aren't set out in this agreement, but we'll always tell you how much it is and check you're happy to pay it before we provide the service.

If we have to do anything to comply with a court order on your accounts, such as a child maintenance order, we may charge a fee. We can charge up to the maximum the law allows.

We won't charge you for internal payments if they're within our limits. We'll tell you about any limits that apply when you ask us to make a payment.

Taxes or costs may apply to you that:

- aren't charged by us; and/or
- won't be paid through us.

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

If you receive a payment in pounds sterling, 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.

<b>Charges</b>			
<b>Sending money within the UK in pounds sterling</b>	<b>To</b>	<b>Phone Banking or Post</b>	<b>Online Banking</b>
CHAPS	Any linked accounts	£17	N/A

### Receiving money

<b>Charges we take from some payments into your account</b>	<b>Charge</b>
Receiving up to 50,000 euro from countries in the EU if the relevant identification numbers are provided (those are the Bank Identifier Code (BIC) and International Bank Account Number (IBAN))	Free
Receiving any other money in a foreign currency	£5
Receiving money from outside the UK in pounds sterling	£5
Cheques issued by banks outside the UK and/or in a foreign currency that we collect for you	£28
Returned cheques	£28
Pension cheques	£6

# Our relationship with you.

## 22. Changes we can make.

This agreement doesn't have an agreed end date.

As it may last for a long time, we're likely to need to make changes to it to take account of certain things. For example, how we develop our services, how our business changes and when things happen that we don't control.

We'll only make changes for these reasons if it's reasonable for us to pass the impact of that change on to you.

As we can't predict precisely why we might need to make changes to this agreement, we may also make changes for reasons that aren't covered here.

### All changes *(but not changes to exchange rates)*

The tables below explain the types of changes we might need to respond to. They also let you know the terms that will be affected because of those changes.

Changes we don't control	Terms we can change		
	Interest rates	Charges	Other items
We'll respond proportionately to changes we don't control.			
<ul style="list-style-type: none"> <li>Changes in general law or regulations.</li> <li>Decisions or recommendations we have to follow such as those made by a court, regulator or Financial Ombudsman Service.</li> <li>New industry guidance and codes of practice.</li> </ul>	✓	✓	✓
<ul style="list-style-type: none"> <li>Changes in the Bank of England base rate, other market rates and indices or tax rates.</li> </ul>	✓	✗	✗
<ul style="list-style-type: none"> <li>Cover changes in the costs of providing the account.</li> </ul>	✓	✓	✗

Changes to our business	Terms we can change		
	Interest rates	Charges	Other items
We'll also need to make reasonable changes to our business.			
<ul style="list-style-type: none"> <li>The way we manage the account because of new technology.</li> <li>Our systems, services or facilities.</li> </ul>	✓	✓	✓

Changes for other reasons	Terms we can change		
	Interest rates	Charges	Other items
There may be changes that need to happen for other reasons that we haven't mentioned in this table. We'll make those if it's reasonable or valid for us to do this.	✓	✓	✗

Other changes	Terms we can change		
	Interest rates	Charges	Other items
Sometimes we'll make changes without giving you a reason. If we do this, we'll always explain the effect of these. You'll always be able to close your account or service free of charge before the changes happen.	✓	✓	✓

The table below explains the changes we might make and when we'll tell you about them

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

### Your rights when we tell you about a change

You're protected from any change we make to your disadvantage because we'll give you advance notice. This will give you the chance to end our agreement, or switch your account to another account we offer, or to another bank.

For changes we tell you about in advance, you have until the change is made or 60 days (whichever's longer) to tell us you want to close your account. If we don't hear from you, we'll assume you've accepted the change. We'll go on and make the change at the end of the notice time.

If you don't want to accept a change, you can close your account without charge.

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

Exchange rates	When we apply changes
<p>The <b>first direct</b> Exchange Rate will be used when we convert a payment you receive into another currency for you.</p> <p>You can get details of the current exchange rates by calling us. We also give you the rate if you make a payment using Online Banking.</p>	<p>We can change these straight away and without giving advance notice.</p>

## 24. How you can close your account or end this agreement.

You can always close your account with us at any time.

What happens to your account depends on whether you close it during the 'cooling off period' or after this. We explain more in the table below.

<p><b>If you want to close your account within the 'cooling off period'</b></p> <p>This lasts for 14 days starting from the day after we've confirmed we've opened your account.</p>	<p>You can tell us you want to close your account by post or through Online Banking or by calling us during the cooling off period. We'll close it without charge. You'll have to pay charges for using the account (such as payment charges). We'll pay you any interest you've earned.</p> <p>If you've transferred money in from another ISA manager and you've changed your mind but you still want to keep 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.</p> <p>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).</p>
<p><b>If you want to close your account at any other time</b></p>	<p>If you tell us you want to close your account, unless you've told us to transfer the money to another ISA provider to retain the tax benefits of your ISA, we'll close the account and send you the amount in it (and any interest) when everything you owe us has been paid.</p>

## 25. How we can end this agreement and close accounts.

Sometimes we can end the agreement and close your accounts straight away and not give you any notice. We'll only do this if certain things happen. We've set these out below.

- You have seriously or persistently broken this agreement.
- You have behaved inappropriately either to us or when using our services. For example, you acted abusively, offensively or violently towards employees or used abusive language in payment instructions.
- You weren't entitled, or aren't entitled any longer, to open or have your account or the service.
- You haven't given us information that we've asked for about your tax situation.
- You've given us false information.

**We'll also do this if it's reasonable for us to believe that something in the list below has happened.**

- You're accessing or using an account, service or money illegally or fraudulently (or have done this in the past).
- You're allowing someone else to do this.
- You're using the account in a way not covered by our agreement.
- You're involved in any criminal activity. It doesn't matter whether or not this is linked to banking with us.
- You've placed us in a position where we might break a law, regulation, code, court order or other duty, or requirement.
- You've exposed 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 misuse of your account or security details.

**We can also end the agreement and close your accounts by giving you at least two months' notice.**

If your relationship with us ends, you can ask us for copies of everything we put in My documents for the previous six years.

## 26. Paying what you owe before closing the account.

Before an account is closed, we'll take any charges that haven't yet been charged to the account.

We'll then pay what is left to you, including any interest by cheque or to an account you tell us (unless you ask us to transfer the money to another ISA provider to retain your tax benefits).

You're responsible for cancelling payments into and out of your account.

## 27. Transferring this agreement.

Can we transfer this agreement?	Can you transfer this agreement?
<p>No, but we:</p> <ul style="list-style-type: none"> <li>• can delegate any of our roles and responsibilities under this agreement to another person but only if we consider them to be capable of carrying them out;</li> <li>• 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.</li> </ul>	<p>No. You can't transfer any of your rights and responsibilities in relation to the agreement, your account, or your account itself, to any other person.</p> <p>But you can at any time transfer:</p> <ul style="list-style-type: none"> <li>• 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;</li> <li>• all (but not part) of the money you've paid into your account in the current tax year,</li> <li>• all (or part) of the money you've paid in over previous tax years.</li> </ul> <p>Once we receive a request from another ISA manager, we'll make the transfer within 5 working days of that request. Your new ISA manager will then process the transfer and apply the money to your new account.</p>

## 28. When we aren't responsible for things that go wrong.

If something goes wrong, let us know straight away. We'll try to help if we can.

We'll do all we can to carry out our side of the agreement. But there may be times that we can't. We're not responsible for any losses you may have if we aren't able to carry out our responsibilities under this agreement in circumstances like the ones below.

- Where we can't perform our responsibilities for legal or regulatory reasons.
- Where something's happened that we couldn't predict or that isn't normal. And where it's outside our (or our agents' and/or subcontractors') control and that we couldn't have avoided it, even where we used all of our efforts to. For example, industrial action or mechanical failure.

## 29. Which country's courts and laws apply?

The table below explains what country's courts and laws apply to this agreement and our dealings before you opened your account.

Laws	Courts
England and Wales	The UK or in the country where you live

# Information to help manage your account.

## **Make sure you read our Privacy Notice.**

We take your privacy seriously. When you open an account with us, we send you our Privacy Notice. This explains how we:

- collect
- use
- disclose
- transfer; and
- store your information.

It also sets out your rights to your information and when we might need to share it with others. We'll always tell you if we make any changes to the Privacy Notice. You can find the Privacy Notice at [firstdirect.com/privacy](https://firstdirect.com/privacy) or by calling us.

## **Using your information for payment services**

When you open an account with us, you agree to these account terms. So that we can provide payment services to you, you agree that we can access, process, and keep information you give to us. It won't affect any rights and duties either of us have under data protection laws. You can withdraw your consent by closing your account. If you do this, we'll stop using your information for this purpose, but may continue to process it for other purposes.

## **If you have a complaint**

If you have a complaint, we'll do everything we can to sort out the problem. Contact us using the details in the 'Contact us' section of this document. Within five working days, we'll let you know in writing we've received your complaint. We'll then keep you up to date about our progress until we've finished looking into your complaint.

If you still aren't happy, you may be entitled to refer your complaint to the ombudsman service. Here are the details to use for the UK.



The Financial Ombudsman Service Exchange Tower, London E14 9SR.



**0800 023 4567** or **0300 123 9123**.



**[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**



**[financial-ombudsman.org.uk](https://financial-ombudsman.org.uk)**

## How your money is protected

We're covered by the Financial Services Compensation Scheme (FSCS).

The FSCS can pay compensation to depositors if a bank is unable to meet its financial responsibilities. Most depositors are covered by the scheme. In respect of deposits, an eligible depositor is entitled to claim up to the current FSCS limit for deposits. For joint accounts each account holder is treated as having a claim in respect of their share. So, for a joint account held by two eligible depositors, each depositor would have a claim up to the FSCS deposit limit. The maximum amount that could be claimed in total would be twice the current FSCS limit. The FSCS deposit limit relates to the combined amount in all the eligible depositor's accounts with the bank. That includes their share of any joint account, and not to each separate account.

**first direct** is a division of HSBC UK Bank plc (HSBC UK), both of which are part of the HSBC Group, so if you hold deposits with us and HSBC UK, you'll only be eligible for one claim of up to the FSCS deposit limit in total.

For further information about the scheme (including the current limits, amounts covered and eligibility to claim) contact us. You can also visit the FSCS website [fscs.org.uk](https://www.fscs.org.uk) or call the FSCS on **020 7741 4100** or **0800 678 1100**. Only compensation related queries should be directed to the FSCS.

## Unclaimed assets scheme

We take part in the Unclaimed Assets Scheme. If there has been no activity from you on your account for at least 15 years, we may transfer any money in your account to the unclaimed assets scheme. The scheme is operated by Reclaim Fund Limited. This includes accounts that we've closed but we haven't been able to repay your money to you. We'll tell you at least 30 days before we transfer the money. If we haven't already, we may then close your account. You'll still have the right to your money. You should ask us for information about how to get your money back. If we transfer the money in this way, it doesn't affect any protection you have under the Financial Services Compensation Scheme.

Further information to help you find lost accounts can be found at [mylostaccount.org.uk](https://mylostaccount.org.uk)

## Authorisation details

**first direct** is a division of HSBC UK Bank plc.

HSBC UK Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 765112. You can check these details by visiting the Financial Conduct Authority's website [fca.org.uk](https://www.fca.org.uk) or contacting them on **0800 111 6768**.

HSBC UK Bank plc is a company incorporated under the laws of England and Wales with company registration number 09928412. Its registered office is at 1 Centenary Square, Birmingham B1 1HQ. HSBC UK Bank plc's registered VAT Number is GB 365684514.

## **Accessibility**

To find out more about our accessible services visit [firstdirect.com/accessibility](https://firstdirect.com/accessibility).

**If you'd like this in another format such as large print, Braille or audio, contact us.** A text-phone service is available for customers with hearing and/or speech impairments. If you use your own text-phone you can call us on **03 456 100 147 (+44 113 234 5678** from outside the UK).

BSL Video Relay Service is also available. For more information visit [firstdirect.com/contact-us](https://firstdirect.com/contact-us).





# first direct

Contact us online or by phone

**chat with us via our App or message us via Online Banking**

**03 456 100 100<sup>†</sup>**

**firstdirect.com**

**first direct** 40 Wakefield Road, Leeds LS98 1FD.

If you'd like this document in another format eg large print, Braille or audio, please give us a call. For more information about how we make communicating with us accessible visit **firstdirect.com/accessibility**

<sup>†</sup>If calling from abroad **+44 113 234 5678**. For more information on contacting us via BSL video relay service or Next Generation Text Services (NGTS) visit **firstdirect.com/accessibility**. 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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