## Personal Banking Terms and Conditions and Charges

Effective from 23 November 2021





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## Part 1 – You and HSBC UK: Our agreement

By opening an account with us, you're setting up an agreement between 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 all our personal banking accounts and services, including foreign currency accounts. A personal account is for making or receiving personal account payments only. It's not for business accounts, or (unless we tell you or agree otherwise) holding money for someone else, for example in a trust. Ask us if you need more information about those kinds of accounts or 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, overdrafts and Online Banking), the terms we give you when you request the product or service will also apply.

Sometimes we use specific terms that are standard in the industry. There's a list of these terms at **hsbc.co.uk/got**. If you still need help understanding something, then you can 'message us' using our Mobile Banking App or Online Banking, or call us on one of our usual numbers. We'll be glad to help.

#### Some useful information

In these terms, you'll find some boxes with the symbol ①. These aren't part of our "agreement" with you but they give you some useful information about your account.

#### Useful information for you

## What you can do with your account

There are lots of ways you can use your account:



**Mobile Banking** By downloading the app



Online Banking At hsbc.co.uk



Telephone Banking

At any branch Including using self-service machines.

There are some services available at cash machines and at the Post Office<sup>®</sup>.

Visit **hsbc.co.uk/ways-to-bank** to find out more.

You can also make payments within and outside the UK in different ways. This includes setting up Direct Debits and standing orders from your account.

#### **Current accounts**

If you have an HSBC UK current account, we offer a debit card for making payments.

With some current accounts, you can also

- ask for an arranged overdraft
- make payments by cheque.

Some of our current accounts also have extra benefits. These may have separate terms. If we upgrade or transfer you to another account, you may lose benefits (or gain them).



Read all about benefits in the Welcome Brochure, visit hsbc.co.uk/current-accounts or ask us

#### Savings accounts

With a savings account you can't make payments by debit card, cheque, Direct Debit or standing order. You also can't have an overdraft on your savings account.

You'll find specific conditions for the different kinds of accounts we offer in the section 'More information on our accounts'.

## 1. How we'll keep in touch

#### 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 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
Lost or stolen cards and PINs	0800 085 2401	+44 1442 422 929
UK (including HSBC Advance)	03457 404 404	+44 1226 261 010
HSBC Premier (including HSBC Jade)	03457 70 70 70	+44 1226 260 260
Mobile Banking	HSBC Mobile Banking app	)
Online Banking	hsbc.co.uk	
Chat to us	Chat to us 24/7 using Mob or Online Banking	ile Banking
British Sign Language (BSL) Video Relay Service	hsbc.co.uk/accessibility	
By post	Customer Service Centre,	BX8 1HB

#### **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 'My Messages' and 'My documents' in Online Banking. 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 on to Online Banking.

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.

#### Access to our services for everyone

We usually communicate in English. We also offer some services and help in Welsh. Visit **hsbc.co.uk/help/hsbc-in-wales/** for more details.



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, and all our access services on hsbc.co.uk/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 branches.

- Sign language interpreter, speech to text translation or lipspeaker services available in branch.
- Chip and signature cards instead of a chip and PIN card.
- A larger Secure Key for accessing Online Banking, with bigger keys and display, as well as audio instructions and information.

#### 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 – 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.

## 2. 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). This could be by checking a signature on a document, such as a cheque or letter (where we have one).

If you're in a 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 and not let anyone get access to any devices you use to make payments.

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 Telephone Banking.



Any information you use with a **payment device**.

#### What do we mean by 'payment device'?

A

This is a device you can make payments with or use to access, or do certain things on, your account (such as a card or e-wallet on your phone).

#### 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 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 and payment device safe.
- Safely destroy any security details we send you, for example, if we send you a letter confirming your PIN.
- Sign your card when you receive it.
- Use different security details for different things, for example, if you have more than one card, or have different PINs for each.
- 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.
- Take care when you transfer a payment device to someone else (for example,

if you sell your phone or give it to someone for repair). You should delete cards stored on it or in any e-wallets. You should also delete any biometric access (such as fingerprint, face or voice ID) including access from any linked device.

#### Things you shouldn't do

- Don't allow anyone to use your payment device.
- Don't tell anyone (other than a Third Party Provider) 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.

#### 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 using a cheque or payment device (and whether or not they have your security details).
- Or if a cheque, payment device or 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.

If you find a payment device or cheque after you have reported it lost or stolen, contact us again before you use them. We may need you to destroy them and/or return them to us instead.

### 3. If you want to use a third-party app or web provider

You may want to use an app or web service with your account. They can do things like let you see information about all your online payment accounts, whoever they're with (it could be banks, building societies or credit card issuers). They can also make payments from those accounts. We call these companies that provide these apps or sites **'third party providers'** or **'TPPs'**.

If you want to use a TPP, this agreement between us still applies. When you sign up to use TPP services you need to give the TPP your permission for them to do these activities on your account. TPPs need to be authorised or have permission from the UK Regulator, the Financial Conduct Authority (FCA), to carry out their services. You should check the information the TPP gives you carefully to make sure they're authorised. If you give your security details to a TPP, we'll assume that it's you who's allowing us to let them see information about your accounts and to initiate payments. **You'll be responsible for any payments made as a result.** But if we're aware that an unauthorised third party is using your security details, we'll block access to your accounts.

If you notice a problem with a payment while using a TPP, contact us right away.

### 4. 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 arrangements 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.

#### () Useful information for you

To find more information about what to do, visit hsbc.co.uk/help/life-events/ assisting-someone-with-theirmoney/

### 5. Joint accounts

Any joint account holder can use the account. They can get information about the account and ask us to make or stop payments. They can also apply for an arranged overdraft, and close the account and have the money in it paid to them.

### If we agree to provide an overdraft, you'll each be responsible for repaying it.

If one of you tells us there's a dispute between you, all of you must agree to what is done on the account. But if there's no money in the account and no overdraft, any one of you can ask us to close it. 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 this 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' straight away. 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.

If all of the account holders agree, we can convert an account from joint names to a sole name. You can also change a sole account to a joint one (unless it has previously been joint). If you do this, the new account holder(s) can see all the account information. This includes from when it was a sole account.

However, if a joint account holder is the victim of financial abuse, we may remove them from a joint account without requiring other account holders to agree to this.

If an account holder dies, we can transfer the account into the name of the other account holder(s). To do this, we need to see proof of death (usually a death certificate).



## 6. Restricting your account access

### Blocking your payment device and your access to services

We can block any payment device (and your access to related services such as Mobile, Online or Telephone Banking). This could be where:

- There's a significantly increased risk that you won't be able to repay any money you owe us.
- We suspect fraud or criminal use of the payment device.
- We have security concerns (for example, if we know or suspect your security details and/or the payment device have been misused).

We'll only block if we reasonably believe it's necessary. And 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 the payment device when the reason for blocking it ends.

#### If you don't use your account

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

## Giving each other information

# 7. 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) . You can get this using Mobile, Online and Telephone Banking, from cash machines or in our branches.

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 statements by post or, if 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. We'll also send you a summary of any charges on your accounts every 12 months. 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.

# 8. 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' means HSBC UK Bank plc and any HSBC Group Company worldwide.

## 9. 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. Some accounts have different terms which are set out in Part 2 of this agreement. You can find more about charges for payments in Part 3 of this agreement.

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 branch. For payments made by Faster Payments our working day is 24/7.

## Making payments in a foreign currency or outside the UK:

You can use your account to make and receive payments to and from most other countries. And in most major currencies.

Ask us if you want to know about a specific currency. There are charges for some transactions outside the UK. Some of these may come from another bank or organisation involved in the transaction. For current exchange rates, get in touch by coming into a branch or through Telephone Banking. We'll also give you the rate if you make a payment using Online Banking.

## 10. 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.

#### Cash and electronic payments

How you pay the money in	When you can use the money and when it counts for working out interest
Cash	
A branch counter	Straight away
UK Post Office® branches by debit card. (Limits apply to the amount of cash you can pay in. These can change at any time. You can find the latest limits when you pay in cash, by asking us or visiting: hsbc.co.uk/ways-to-bank/post-office)	Straight away
Self-service machines that accept payments in	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 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 HSBC 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 branch counter or using a self-service machine, or at the Post Office®.

#### Foreign currency cash payments

There are restrictions on the amount of foreign currency cash you can pay into your bank account each day. We'll tell you what these are when you're depositing foreign currency cash.

If you're depositing foreign currency and your account is in a different currency, we'll only convert the money up to the daily cash deposit limit for foreign currency.

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In pounds sterling	Straight away	
In foreign currency	Right after we've converted it into pounds sterling using the HSBC Exchange Rate (or the HSBC Global Transfer Exchange Rate) at the time we receive the payment	

#### All other payments (apart from cheques)

#### Cheques

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 branch. An imaged cheque is a scanned digital image of a paper cheque. 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.

Imaged cheques received by us for processing:	Working days after the working day that the cheque is paid in	For example, if you pay a cheque in on a Tuesday
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 any time 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 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 in at a UK Post Office® or into a 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. This may put you into an unarranged overdraft. We may be able to ask for payment again from the paying bank.

#### 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 or pounds sterling cheque from a bank outside the UK, Channel Islands or Isle of Man, we'll check whether we can accept it.

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 HSBC Exchange Rate. If you have a Currency Account, we'll then convert it to the currency of your account. We'll use our standard 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.

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 or if it will put you into an unarranged overdraft.

### 11. 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).

#### Z

#### 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 Clearing House Automated Payment System (CHAPS) for external payments over our limits; and Faster Payments for everything else.

We explain more about these types of payments below.

#### Ways to make payments

#### Cash withdrawals

You can make cash withdrawals at any of our branches or at Post Office® branches, or by using a cash machine.

There may be limits to the amount you can take out. We'll tell you what these are when we send you your debit card.

#### Useful information for you

If you withdraw cash outside the UK, cash machine providers outside the HSBC Group may charge you to use their cash machines.



#### Debit card payments

If you use your debit card for a cash withdrawal or payment, the money will come out of your account after we receive confirmed details from the card scheme. This may happen on a working or a non-working day.

#### What do we mean by card scheme?

This means card network operators such as Visa or MasterCard.

If you use your debit card for a transaction in a foreign currency for example, a cash withdrawal or a payment, the card scheme will convert it into pounds sterling. They'll do this on the day they process it using their exchange rate. You can check the exchange rate by visiting the card scheme's website.

You can find more information about using your card outside the UK, including the costs by visiting **hsbc.co.uk/international/using**your-card-abroad/. If your personal circumstances change, we may replace any debit card we've sent you with a different type.

### Faster Payments online (some accounts only)

With some of our accounts, you can send money within the UK on any day using Faster Payments online. If you're not sure whether your account is one that lets you make Faster Payments online, please check with us.

#### **CHAPS** payments

CHAPS is a same-day electronic transfer for payments within the UK, often used for large amounts (such as if you're buying a house).

**Standing orders and Direct Debits** 



You can set up a regular payment from your account, for example, by standing order. You can also arrange to make a payment on a chosen date online, by phone or at a branch.

You can also set up Direct Debit payments.

## Paying by cheque (some accounts only)

Our cheques can only be used to make payments in pounds sterling. To make a cheque payment, write the name of the person you're paying, the amount in numbers and words, and the date. Don't forget to sign it. If you want to cancel a cheque you must tell us the same details and the cheque number. For imaged cheques, you'll need to do this before the imaging process begins. We can't cancel it after it's been imaged.

We usually make the payment when we get the cheque. We do this even if it's dated in the future. Putting a later date on a cheque won't make the money come out of your account any later.

If we get a cheque more than 6 months after it was written, we may pay it, but we don't have to.

#### !) Useful information for you

#### A few tips to keep cheques secure:

- Write clearly in blue or black ink. Try to write so that the cheque can still be read, but there's no room to add anything in any gaps.
- If you're paying a bill, you may need to add a reference number to make sure the payment goes to the right place.
- Draw lines through any blank space on the 'pay' line.

	ISBC UK		Date 01/01/20
One the	andy Sample ousand poun	ds	-£1,000
e insert r	eference here	Signer	AUV
Cheque No 123456	Branch Sort Code 123456	Account No 12345678	

#### Paym

You can register for Paym through Online Banking. Once you've done this, you can make payments using just the mobile number of the person you're paying through your Mobile Banking app.

#### Useful information for you

#### Getting payments right – some tips

- Make sure there's enough money in your account (including any arranged overdraft).
- Make sure the payment details (such as sort code and the account number of the person you're paying, and amount) are correct.
- Be careful to give us the correct name of the person you're paying. In future, we'll need to check it before we can make the payment.

#### The information we need from you

To send money from your account, we usually need the sort code and account number (or the equivalent details for payments outside the UK). We'll usually also ask for the full name of the person you're sending money to, 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.

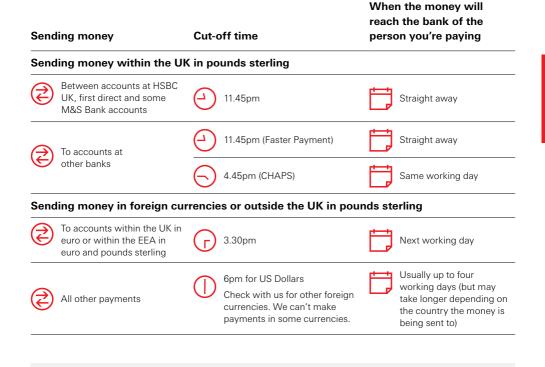


#### **Cut-off times**

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 gives you information on the timings of your payment.

- It shows the cut-off time for you asking us to make payments.
- It also tells you how long payments take to reach the bank of the person you're paying after we've received your request.



If you ask us to send money by CHAPS 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.

To make a regular payment (for example, a standing order) using Mobile, Online, Telephone Banking, or in branch, you must set it up with us at least two working days before the date you want to make it. Most payments will reach the person you're paying within the times set out in the table above. But sometimes it may take longer to allow us to

complete our checks.

Money sent to an account in the UK or within the EEA should normally arrive the working day after we send it. If it doesn't, you can ask us to contact the receiving bank. We'll ask them to treat the payment as if it had been made on time.

#### Useful information for you

#### What's the EEA?

The EEA (or European Economic Area) 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.

#### Sending money electronically in a foreign currency

You can send money electronically in most major currencies – but not all. Check with us.

#### !) Useful information for you

If you're an HSBC Jade, Premier or Advance customer, you can use Global Transfers to send and receive money to and from your HSBC linked accounts outside the UK. You can also arrange for payments to be made on a future date.

With Global Transfers, you can send money to over 25 countries up to a limit of US Dollars \$200,000 (or foreign currency equivalent). But some countries may have local limit restrictions. You can check these limits using Online Banking. If you want to send money in a currency different to your account, you can ask us to convert the amount into the other currency.

We'll give you an indicative exchange rate when you instruct us to make such a payment. If we can't convert the money before we send it, or you don't want us to, the receiving bank may convert it using their exchange rate. All payments will usually reach the receiving bank within four working days.

We'll tell you the HSBC Exchange Rate (or the HSBC Global Transfers Exchange Rate) we'll use. If you ask us to make the payment straight away, we'll apply the rate on the date you ask us to make the payment (even if we process the payment on a different day). For a future-dated or recurring payment, we'll use the HSBC Exchange Rate (or the HSBC Global Transfers Exchange Rate) that applies when the payment is made. You can get an indicative rate before we start processing the payment by logging on to Mobile or Online Banking, calling us or visiting us in branch.

Payments made using Global Transfers are usually sent straight away. But they won't be where we are unable to convert your transfer into the currency of the account you're paying before we send it. If that happens, then the transfer may take up to one working day.

If the payment is returned to us or we can't make it for any reason, we'll reverse it using the exchange rate at that time. The exchange rate might have changed. So the amount we pay back may be more or less than we originally took from your account.



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

We can't cancel any **immediate payments** such as debit card, online transfers, or Telephone Banking payments. You'll need to contact the person you've paid if you want your money back. 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, standing orders, Direct Debits, regular card payments and other payments within or outside the UK	H1.45pm by Online Banking End of the working day by Telephone Banking or in a branch
CHAPS	3.30pm by Telephone Banking or in a branch
Global Transfers	23.59pm by Online Banking

If you cancel a Direct Debit or regular card payment, you should also tell the organisation or retailer that collects the payment. This is so they can cancel or change it (and any future payments) as well. If payments you've cancelled are still collected (for example, by the retailer), we'll treat the payment as unauthorised and give you a refund straight away. If you haven't used a Direct Debit or standing order that you've set up for 24 months, we'll cancel it.

## 13. When payments go wrong – what we'll do

### 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.
- If you don't have enough money in your account or under an arranged overdraft when we return a payment, this will put your account into an unarranged overdraft.

If we're told that a payment from within the UK or made within the EEA in euro through SEPA wasn't meant for you, we'll let you know.

#### Useful information for you

#### 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.

This may happen if, for example, the person who made the payment used the wrong account number.

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.

How long has it been in your account?	What will we do?
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.	Some examples of when we might do this are set out below. • If we reasonably believe that accepting it
When we can refuse to accept or make payments We can refuse to accept a payment into your	might cause us to breach a legal requirement or expose us to action from any government, regulator or law enforcement agency.

#### Receiving money electronically from within the UK (other than by CHAPS)

We can refuse to accept a payment into your account if we're acting reasonably.

• Or if we reasonably believe there is fraudulent or criminal activity on the account.

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 (including your overdraft amount).
- 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, security details or a payment device.
  - 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 criticism 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 to make a payment or pay a cheque from your account on a specific day, we check you have enough money to pay it. This check includes any arranged overdraft, but not automatic transfers into your account.

For cheques, we check first thing on the day it's due to be paid. We check again at 1.30pm.

#### For other types of payment, we check first thing and again at 3.30pm that day.

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

If you have several payments and not enough money to make all of them, we will try to make some of them. We may not be able to make others.

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

If there's any problem with certain payments, you'll be able to see straight away that the payment has failed. That includes payments made through Mobile, Online and Telephone Banking or by debit card and contactless payments, CHAPS, Paym and Pay by Bank app and any immediate payment.

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 Telephone Banking.

### 14. When payments go wrong, or money goes missing from your account – your rights

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 payment device or 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 or allow anyone access to your payment device.

Things to consider about r	efunds	
Question		Answer
<ul> <li>What should you do if you</li> <li>notice an incorrect, mistaken or unauthorised payment or</li> <li>think you've been tricked into sending money to a fraudster?</li> </ul>	$\rightarrow$	You must call us as soon as you can.
What will we do when you tell us about an incorrect payment or unauthorised payment?	$\rightarrow$	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.

What will we do when you We'll look into this and follow industry guidelines. We'll let you know whether you're entitled to a full or tell us you've been tricked into sending money to a partial refund, usually within 15 working days after fraudster? 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. Will we always make a No. We won't always make a refund. We explain some refund? of the reasons why we won't always make a refund below For an incorrect payment, if we can prove that the bank of the person you paid received the payment. For an unauthorised payment, if we know you've been extremely careless or we reasonably suspect fraud on your part. • For an incorrect or unauthorised payment if you don't tell us within 13 months after it was made. This doesn't apply to unauthorised payments made using an overdraft. • If we believe it's clear you should've known you were sending money to a fraudster. We'll always consider all the circumstances before we make our decision.

Yes. We can take back refunds (after giving you reasonable notice) in some cases:

For incorrect payments - we can show that the payment was received by the other person's bank.

For unauthorised payments - we can prove that you acted fraudulently. Or that it was made because you intentionally failed to keep your payment device safe (or you were extremely careless). For example, you knowingly gave your debit card and PIN number to someone else.

Can we take back a refund we've made?

Unauthorised payments		
Question		Answer
What happens if we can prove you acted fraudulently?	$\rightarrow$	You're responsible for all payments from your account.
What happens if we can prove you've been extremely careless?	$\rightarrow$	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 telephone or online?	$\rightarrow$	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?	$\rightarrow$	<ul> <li>Unless you've acted fraudulently, we're responsible for making a refund if certain things happen. We've set these out below.</li> <li>Someone else uses your debit card before you receive it.</li> <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>

#### Incorrect payments and mistaken payments

#### Question

#### Answer

What happens if:

- you tell us about an incorrect payment more than 13 months after it was made; or
- there's been a mistaken payment?

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. This might take longer for payments sent outside the UK. 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.

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.

## 15. Refunds

#### For debit card payments

We may be able to refund some debit card payments if you didn't agree the actual amount and it was higher than you reasonably thought it would be.

You need to ask us for a refund within eight weeks of the payment being charged to your account.

We may ask for more information we reasonably need when we look into it.



We may need to look into whether you could have known what the true amount was. To do this, we take into account how you normally spend and the facts surrounding your purchase. You aren't entitled to a refund if you agreed the payment directly with us. And you aren't entitled if we or the seller made information available to you about the amount at least four weeks before you paid.

Whether we are making a refund or not, we'll let you know what's happening and why. We'll do this within 10 working days either of your claim date or the date we get information we've asked for.

#### For Direct Debit payments

Direct Debits are a type of payment covered by the Direct Debit Scheme. It has its own rules for refunds. You can find out what to do if something goes wrong with a Direct Debit at **directdebit.co.uk** 

### For payments you make using Pay by Bank app

If you want a refund or return for something you bought with Pay by Bank app, contact the seller. If they don't deal with the problem, get in touch with us within 90 days of the actual or expected delivery date. We'll see what we can do to help you.

## 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 overdrafts

#### !) Useful information for you

If you are struggling to run your account in credit and find you're often relying on your overdraft, talk to us. We'll help you to see if there are better ways to manage your finances. Overdrafts are just one option, and something else may work out cheaper.

We may agree an arranged overdraft on your current account if we think you can affordit. Overdrafts are meant to be for short-term borrowing. You must make payments at least monthly to reduce what you owe. All overdrafts are repayable 'on demand'. This means that we can ask you to pay the money back straight away. Usually, though, we'll give you advance notice.

When you open your account, we'll tell you the interest rate that we'll charge on any overdraft.

#### Types of overdraft

An **arranged overdraft** is one we agree with you in advance. It allows you to borrow from us before making any payments that take your account overdrawn. We'll confirm your overdraft limit in writing. There's no fixed period but we'll review it regularly.

#### An unarranged overdraft is for

emergencies. Without you asking in advance (and sometimes on top of any arranged overdraft), we let you borrow money for something specific. This includes where we let you borrow for a particular payment or charge, or have to return a payment that was paid into your account. You must get your account back in credit, or within any arranged overdraft limit, as soon as possible. And you must always do this within 31 days if we've allowed it for a particular payment.

#### Interest free overdraft amounts

On some of our accounts we offer interest free overdraft amounts. This means we'll only charge interest on the amount you borrow over this amount.

#### Helping you manage your finances

We'll keep an eye on your account and how you're using your overdraft for signs you might be struggling with your finances. If we think you are, we'll get in touch to explain the different ways you can get help, including how we can help you.

We'll also send you a text message when you go into your arranged or unarranged overdraft (including any interest free overdraft amount on your account). We'll also text you if you don't have enough money to make a payment. We'll do this as long as we have a correct mobile number for you.

If you don't want us to send these text messages, let us know and we'll stop. You can also tell us if you want some of these messages but not others. If you choose to opt out of text alerts, this will apply to all personal current accounts you hold with HSBC UK.

#### (!) Useful information for you

#### Problems with money?

If you have money worries, we'll do what we can to help. Just visit hsbc.co.uk/help/money-worries or call us on our usual number.

## Our relationship with you

## 17. Our 'right of set-off' to reduce the amount you owe us

If you owe us money that's due for payment, we may take this money from any account you hold to reduce the amount you owe us. This is called our 'right of set-off'. We'll do this if we think it's reasonable and we'll normally warn you in writing before we use our right of set-off. We'll also write to you afterwards to confirm what action we took and how much was transferred out of your account.

We'll always consider your circumstances and especially whether you'll still have enough money to meet essential living expenses. We also need to follow any regulatory requirements.

We can take money from your accounts unless we're prevented by the court or by law. We can use money from an account even if there's a court decision against you or you're fined. This includes interest that you may get after the date of the final decision or fine.

If you have money in a foreign currency, we may convert it to pounds sterling using the HSBC Exchange Rate.

Sometimes we're given legal instructions or notices to hold money for someone else, or to pay it to someone else. If this happens, we won't take money we've been told to hold for someone else.

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

Amounts owed to us and due for payment include, for example, amounts owed under a loan, credit card, mortgage or overdraft.

We can take money from accounts in your name or held jointly with another person (X) as shown below:



## 18. 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 (including changes to benefits that apply to some accounts but excluding 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> <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>	✔	✔	✔
	Yes	Yes	Yes
<ul> <li>Changes in the Bank of England base rate, other</li></ul>	✔	×	×
market rates and indices or tax rates.	Yes	No	No
• To cover changes in the costs of providing the account.	✔	✓	×
	Yes	Yes	No

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><li>The way we manage the account because of new technology.</li><li>Our systems, services or facilities.</li></ul>	✔ Yes	✔ Yes	✔ Yes
Changes for other reasons			
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.	✓ Yes	✓ Yes	<b>x</b> No
Other changes			
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.	✔ Yes	✓ Yes	✔ Yes

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

Change	Notice we give you before we make the change		Notice we give you after we make the change
	At least two months	At least 30 days	Within 30 days or three working days**
<ul> <li>Increasing interest rates we pay you.</li> <li>Reducing the overdraft charges or interest rates you pay us.</li> <li>Changes to your advantage relating to account benefits, cheques or overdrafts.</li> </ul>	×	<b>X</b>	✔
	No	No	Yes
<ul> <li>Increasing interest rates you pay us.</li> <li>Increasing overdraft charges.</li> <li>Changes that aren't to your advantage relating to account benefits, cheques or overdrafts.</li> </ul>	×	✔	<b>X</b>
	No	Yes	No
<ul> <li>Reducing interest rates we pay you.*</li> <li>Changing any other charges.</li> <li>All other changes.</li> </ul>	✔	<b>≭</b>	×
	Yes	No	No
*If we reduce the interest rate we pay on an			

\*If we reduce the interest rate we pay on an account we may not give notice if there's less than £100 in the account.

\*\*Notice within three working days will be given online, in a newspaper or in branch. Personal notice will be given within 30 days. (!) Useful information for you

Different notice periods may apply to some of the accounts. You can find more information on this in Part 2 of our Agreement.

### 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.

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

#### **Reference interest rates**

Some accounts have interest rates based on 'reference rates' (for example, the Bank of England base rate). Changes to the reference rate are out of our control. If we make changes to interest rates as a result, we'll make the change within a day. This will be shown on your statement.

#### **Reference exchange rates**

The HSBC Exchange Rate and the HSBC Global Transfers Exchange Rate are based on the foreign currency market for each currency we offer. You can get details of these rates by contacting us.

We can change these straight away. We don't give any notice before we change them.

# 19. Closing your account or ending this agreement

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

If you want to close your accounts with HSBC, all you need to do is tell us.

- You can do this within the 'cooling off period' if you opened your account online or by telephone. This is 14 days from the day after we've confirmed we've opened your account.
- You can also do this at any time online, by telephone or by telling us in branch. We'll close it without charge.

If you close your account, any online accounts will close. Make sure you have downloaded the information you need from Online Banking and My documents before you go.

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

You'll have to pay charges for using the account (such as payment charges). We'll close the account and send you the amount in it (and any interest) when everything you owe us has been paid. Any account benefits will end.

#### ! Useful information for you

#### Switching to another bank

If you give us the details we need, we'll transfer the money in your account to your new account. We'll take any amounts you owe us before we do this. We'll give you the information we have about payments set up on your account so you can transfer them. We won't charge you for this.

## 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've seriously or persistently broken this agreement.
- You've 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 from any government, regulator or law enforcement agency.
- There's been a breach of security or misuse of your account, security details or a payment device.

We can also end the agreement and close your accounts by giving you at least two months' notice (unless your account is a Fixed Rate Saver). If you have a Basic Bank Account in the UK, we can close your account by giving you at least two months' notice if anything in the list below applies.

- There haven't been any transactions on your account for more than 24 months.
- You're no longer legally resident in the UK.
- You have access to another payment account with basic features.

For a Basic Bank Account, we'll tell you why we're ending the agreement, unless it would be unlawful for us to do so.

## Paying what you owe before closing or switching the account

Before an account is closed, we'll take any:

- money owed to us or committed to payments; and
- interest and charges that haven't yet been charged to the account.

We'll then pay what is left to you, including any interest. If you're using the Current Account Switch Service, we'll pay it to your new account with another provider.

If you have a Currency Account, we'll convert the money into pounds sterling using the HSBC Exchange Rate at the time before we return it to you.

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

## 20. How we can transfer accounts

We'll give you at least two months' notice that we're switching you to a different account we think is appropriate for you. But we'll only do this in the circumstances below.

- You no longer meet the conditions for an account (for example, if you have a student account and leave university).
- We're withdrawing a type of account.

If there are benefits with your account, these might end if we transfer (or upgrade) you to another account.

If you tell us that you don't want this, we'll close your accounts straight away and pay any money in the account to you. If there's a charge for the new account, you can close it within 60 days with no charge.

If we're upgrading your account, we'll usually give you 30 days' notice. Your account number will stay the same. You can always tell us if you'd prefer not to upgrade.

## 21. Transferring this agreement

We can transfer all of our rights and responsibilities under this agreement and in relation to your account to someone else. This would usually happen in an extreme situation, such as the bank changing hands. We'd only transfer our responsibilities to someone we reasonably think could carry them out as well as we can. That person or organisation has to be authorised or recognised by our regulator as being able to accept deposits. This won't reduce any of your rights in relation to your account.

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.



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

If something goes wrong, please 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 this 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 carry out 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 we couldn't have avoided it even where we used all of our efforts to. For example, industrial action or mechanical failure.

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

The country's courts apply where you live or where your account is held e.g. Scotland, England or Wales. The diagram below explains what country's laws apply to this agreement and our dealings before you opened your account.



## Information to help manage your account

# Your information and how we look after it

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 **hsbc.co.uk/privacy** or ask for a copy in one of our branches 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. Please contact us using the details in the 'Contact us' section of this booklet. 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.

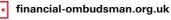


The Financial Ombudsman Service Exchange Tower, London E14 9SR



#### 0800 023 4567 or 0300 123 9123

- complaint.info@financialombudsman.org.uk



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

## 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 and HSBC are both trading names of HSBC UK Bank plc. So if you hold deposits with us and first direct 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** or call the FSCS on **020 7741 4100** or **0800 678 1100**. Please note only compensation related queries should be directed to the FSCS.

# Switching you to another bank

If you give us the details we need, we'll transfer the money in your account to your new account in the UK. We'll take any amounts you owe us before we do this. We'll give you the information we have about payments set up on your account so you can transfer them. We won't charge you for this.

# 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 vour 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.

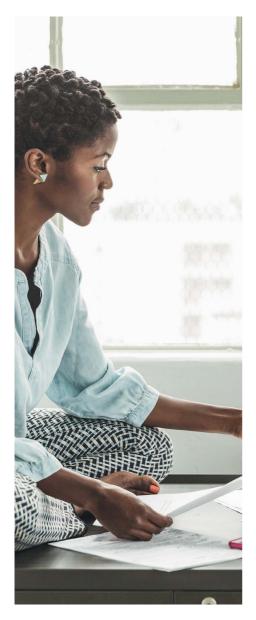
Further information to help you find lost accounts can be found at **mylostaccount.org.uk** 

## Authorisation details

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** 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.

## Part 2 – Additional product terms



In this section, we set out the extra terms that come with particular accounts – both current and savings accounts.

If there are any differences between what we say in Part 1 and Part 2 of this Agreement, the terms in Part 2 will apply.

#### Features

You can find out more about any features that come with your account in different ways.

- In the Welcome Brochure we give you when you open your account.
- On our website hsbc.co.uk/current-accounts and hsbc.co.uk/savings
- By asking us.

#### Eligibility

For some of our accounts you'll have to meet our credit scoring requirements and affordability checks.

#### ! Useful information for you

Our Guide to Credit Scoring explains why we use credit scoring and what it is. You can find this in the 'Our information' section at hsbc.co.uk/legal

### 1. Current accounts

#### HSBC Jade (Premier Bank Account)

Account conditions: You must pay your annual income into your HSBC Jade account. You must also have either:

- savings and/or investments of £1million or more with HSBC in the UK; or
- a relationship with HSBC Private Bank in the UK.

When we assess your savings or investments, we don't count anything you hold with M&S Bank, first direct and HSBC Expat.

#### **HSBC Premier Bank Account**

Account conditions: You must pay your annual income into your HSBC Premier Bank Account and meet the conditions in any of the Options below.

Option 1	Option 2	Option 3
<ul> <li>Have savings or investments of £50,000 or more with HSBC in the UK.</li> </ul>	<ul> <li>Have an annual personal income of £75,000 or more (at least one of you has to have this if you have a joint account). But you'll also need to have one of the products below with HSBC in the UK.</li> <li>A mortgage.</li> <li>An investment.</li> <li>A life insurance or protection product (including products with intermediary providers arranged by an HSBC Adviser).</li> </ul>	Already qualify for HSBC Premier in another country.

When we assess your savings or investments, we don't count anything you hold with M&S Bank, first direct and HSBC Expat.

Joint accounts: You can only open a joint account with:

- your spouse or partner
- a child over the age of 18
- someone who also meets the eligibility criteria for HSBC Premier.

#### **HSBC** Advance Bank Account

Account conditions: To open the account, you'll need to be approved for an arranged overdraft of at least £1,000.

#### Bank Account Pay Monthly

**Account features:** We'll give you an interest free unarranged overdraft amount of  $\pm 50 - we$  sometimes call this your 'buffer'. We expect you to repay any overdraft within the buffer in full within 31 days. We can also ask you to repay it at any time.

**Overdraft limit alerts:** We'll send an alert by text message to the UK mobile telephone number we hold for you to help you manage your overdraft. You'll get a text the day after your arranged overdraft reaches 60%, 80% and 95% of your arranged overdraft limit (excluding the buffer). The text will tell you the arranged overdraft amount and the limit at the end of the previous day. You can ask us to stop sending you alerts at any time (except alerts we have to send by law). If you have a joint account, we'll send alerts to all account holders if we have a UK mobile number for them. We only send each alert once – we won't resend them.

#### **Student Bank Account**

Account conditions: You must be 18 or over and studying (or have accepted an unconditional offer to study) on a UK full or part-time qualifying course. Check our website for whether your course might qualify.

You must also have been resident in the UK, Channel Islands or the Isle of Man for at least three years. At the end of your course, we'll convert your account to a Graduate Bank Account.

Joint accounts: There isn't a joint version of this account.

#### **Graduate Bank Account**

Account conditions: You must have graduated within the past two years.

**Term:** The Graduate Bank Account is fixed for a term of two years, meaning you can't hold one for longer. **Joint accounts:** There isn't a joint version of this account.

#### MyMoney and HSBC Premier Family (HSBC Premier MySavings, HSBC Premier MyAccount, HSBC Premier Family Savings Account, MySavings and MyAccount)

Account type	Age	Minimum opening amount
<ul> <li>Premier MySavings or MySavings</li> <li>when you turn 11, we'll open a Premier MyAccount or MyAccount (unless your parent or guardian asks us not to).</li> <li>when you turn 18, we'll convert your Premier MySavings or MySavings account to a Flexible Saver account.</li> </ul>	7-17	£10
Premier MyAccount or MyAccount When you turn 18, we'll convert your account to a Bank Account, or the equivalent alternative account.		£1
If you meet the conditions for the Student Bank Account, we'll open one of these instead. You'll have to complete a new application for this.		

Account type	Age	Minimum opening amount
Premier Family Savings Account (no longer on sale)	18-25	£1
When you turn 26, we'll convert your account to a Flexible Saver		
Account (or the equivalent alternative account).		

## MyMoney and HSBC Premier Family (HSBC Premier MySavings, HSBC Premier MyAccount, HSBC Premier Family Savings Account, MySavings and MyAccount)

Account conditions: If you have a Premier Family account, your parent, legal guardian or grandparent must also be an HSBC Premier or HSBC Jade customer. If they no longer have one of those accounts, we'll convert your account to another account. We explain below what we'd move you to.

- A Premier MyAccount would change to a MyAccount
- A Premier MySavings would change to a MySavings account
- A Premier Family Savings account would change to a Flexible Saver Account (or the equivalent alternative account)

When you open a MyMoney Account (Premier MyAccount, MyAccount, Premier MySavings and MySavings) you and the parent or guardian linked to the account must sign a document called an 'Authorised Adult Mandate'. This third party document gives your parent/legal guardian certain rights. They can do things like update your address on your behalf.

We may disclose information about your accounts to your parents or legal guardians. This includes anyone named in the 'Authorised Adult Mandate', or any parent or legal guardian if you have a MyAccount or MySavings account.

Account features: There is no arranged overdraft on this account. There's no cheque book available for Premier MyAccount and MyAccount unless you're aged 16 or over.

Interest: We pay interest monthly on:

- MySavings
- Premier MySavings
- Premier Family Savings Account

Joint accounts: There isn't a joint version of these accounts.

**Making payments:** If you're under 11, we need written authority from your named parent/ guardian for any cash withdrawals or payments of £50 or more.

Unless you have a Premier MyAccount or MyAccount, you can't make payments by Direct Debit or standing order, cheque or debit card.

If you have a Premier MyAccount or MyAccount, you can only make payments by cheque if you're at least 16 and ask us for a cheque book. We'll send you a debit card automatically when you turn 11 (but you or your parent or legal guardian can ask us not to).

#### **HSBC Currency Account**

Account conditions: To open an HSBC Currency Account, you must have an active HSBC UK current account (other than a Basic Bank Account). If you close that account, we'll close your HSBC currency account. We'll give you two months' notice before we do this.

Joint accounts: There isn't a joint version of this account.

Account features: You can hold the account in one of 14 major currencies. There's no arranged overdraft or cheque book on this account.

**Making payments:** You can pay foreign currency cash into your account but there may be limits on the amount you're able to deposit each day. We only accept cheque payments in certain currencies. You can't make payments out of your account by debit card or cheque.

**Cash withdrawals:** You can make same day cash withdrawals in specific multiples of euro or US Dollars with our prepack service at branches. This is subject to availability and specific prepack multiple limits (for example, we might only have packs of 100 euro or 250 euro available).

If you want to withdraw cash in other foreign currencies, you'll need to order it through the Travel Money Service. You'll also need to order it if you want to withdraw euro or US Dollars without using the prepack service. Orders placed before 3pm will be available to collect the next working day. If it's after this time, they'll be available two working days later.

#### Appointee Bank Account

**Account conditions:** To operate this account, you must be appointed by the Department for Work and Pensions to help someone with a mental incapacity or who's severely physically disabled. You must carry out the duties and responsibilities you owe to that person carefully. If you don't, you'll be responsible for any cost to us as a result.

Account features: There's no arranged overdraft or cheque book on this account.

#### **Executor Bank Account**

Account conditions: You can only use this account for overseeing the estate of someone who has died. Joint accounts: If you have an Executor Bank Account in the name of more than one executor, any of you will be able to operate the account. This includes having access to Online and Telephone Banking. Account features: There's no arranged overdraft on this account.

#### **Basic Bank Account**

Account features: There's no arranged overdraft or cheque book on this account.

#### Amanah Bank Account (no longer on sale)

Account features: There's no arranged overdraft or cheque book on this account.

#### !) Useful information for you

With a Basic Bank Account and an Amanah Bank Account, we take reasonable steps to stop your account going into unarranged overdraft. Sometimes this might happen, but if it does we won't charge you any interest or charges.

## 2. Savings accounts

You'll find the current interest rates for all accounts on our website, or in the latest version of our Savings Interest Rates brochure. Contact us if you'd like further details. We explain below when we'll pay interest. Unless we say in the table on the following pages, for all accounts there's a minimum opening amount of £1 and no maximum savings amount.

#### With one of our savings accounts you can:

- Access your account through Mobile, Online and Telephone Banking, in branch, by post or at a UK Post Office<sup>®</sup>.
- Also send and receive money.

#### You can't:

- Make payments by debit card or cheque.
- Set up Direct Debits or standing orders.
- Have an overdraft.

#### **HSBC Premier Savings**

**Account conditions:** You must have an HSBC Premier Bank Account to hold an HSBC Premier Savings account.

#### **Regular Saver**

Account conditions: You must have a qualifying current account with us.

If, at any time, you don't have one, we'll close your Regular Saver and pay your savings into your current account. We may take any amounts you owe us before we do this.

You can only have one Regular Saver at any time in your sole name or jointly with someone else.

Term: The account is fixed for a term of 12 months.

Statements: We'll send you a statement:

- six months after you opened the account; and
- when you close your account.

Paying money into the account: You must pay into the account every month.

After the first payment into the account, you must make 11 more payments on the same date each month by standing order from a qualifying current account.

Each payment must be between £25 and £250.

You can only make one payment each month. But if the payment is less than £250, you can pay in more in later months. That's only as long as the total amount paid in doesn't go over the Maximum Monthly Savings for that month. We show the maximums in the table below.

Month after account opening	1	2	3	4	5	6	7	8	9	10	11	12
Maximum monthly amount	£250	£500	£750	£1000	£1250	£1500	£1750	£2000	£2250	£2500	£2750	£3000

Interest: We pay interest yearly, on each anniversary of the date you opened the account.

We'll pay the Flexible Saver interest rate on any amount you pay in over the Maximum Monthly Amount. We'll also pay it if you close your account before the end of the term.

**Taking your money out before the end of the term:** You can only take savings out before the end of the term by closing the account. If you do this, we'll transfer your savings and any interest either to your current account, or to another account you tell us to pay it into.

If we close the account: If we close your account early for any reason, we'll pay interest at the Regular Saver interest rate until the date we close it. For example, if we suspect you've been involved in criminal activity.

At the end of the term: We'll transfer your savings and interest to any Instant Access Savings account, Flexible Saver or HSBC Premier Savings account you have with us. If you have more than one of these accounts, we'll transfer your money to the one with the best interest rate.

If you don't have one of these accounts, we'll convert your Regular Saver to a Flexible Saver or, if you're eligible, an HSBC Premier Savings account. Your savings and any interest will be available five working days after the term ends.

#### **Fixed Rate Saver Bond**

Account conditions: To open this bond, you must have an HSBC UK current or savings account (that isn't an ISA, Regular Saver or Basic Bank Account).

**Term:** When you open the Bond, we agree how long you want to hold the Bond for (your 'fixed term').

**Statements:** We'll provide a statement once a year, or on maturity if the term is less than 12 months.

**Minimum and maximum savings:** You must put at least £2,000 into the Bond, with a maximum of £1 million.

Paying money into your Bond: You'll make one payment when you open the Bond, but you can't make any more.

**Interest:** When you open the Bond, you decide whether you want us to pay interest once a year or monthly. If your fixed term is less than 12 months, we'll pay interest at the end of the term.

**Taking your money out before the end of the term:** If you're opening a Fixed Rate Saver Bond for the first time, there's no cooling-off period. That means you can't change your mind and get your money back after you've opened the Fixed Rate Saver Bond. If you're re-investing, you have 14 days from the date you receive confirmation of your re-investment to withdraw your money and close the account without any charges.

#### If you have:

- Less than £50,000 in your Bond: you can take the full amount out before the end of the term but you'll lose 90 days' interest.
- £50,000 or more in your Bond: you can't take any of the money out until your Bond reaches maturity (the end of the term).

**Closing the account:** You can ask us to re-invest the money in your Bond when it's closed. If you don't ask us to, we'll transfer your savings and any interest into the HSBC account you made the payment from when you first opened the Bond. Ask if you want us to send it to a different HSBC account.

If you don't have an HSBC account, we'll hold your money (and any interest) for you until you open an account. You can also ask us to send you a cheque. If the last day of the term isn't a working day, we'll close the account on the next working day. We'll continue to pay interest until that day.

#### **Online Bonus Saver**

Account conditions: To open an Online Bonus Saver, you must be registered for Online Banking. You'll also need to have an HSBC UK current or savings account (that isn't an ISA or Basic Bank Account). You can only access your account through Mobile or Online Banking. If you need to contact us, you must use secure e-message. We'll contact you by post or secure e-message. You can only have one Online Bonus Saver at any time in your sole name.

**Making payments:** You can send money by CHAPS, or set up a Faster Payment to someone you haven't sent money to before. But you must do it through Telephone Banking or at a branch. If it's a branch CHAPS payment, it must be for more than £10,000.

**Interest:** We pay the monthly standard rate on your balance. However, if you don't take money out, or don't close your account, in any month, we'll pay the monthly bonus rate for that month.

We'll pay interest into your Online Bonus Saver account. You can ask us to pay interest into another account, but this counts as taking money out of your account. You'll lose the bonus rate if you do.

#### **Future Saver for Children**

Making payments: You can't send money outside the UK from the account.

## Part 3 – Interest rates and charges

# 1. Important information about interest rates and charges

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

We'll pay interest at a fixed or variable rate (which may go up or down).

We work out interest each day on the amount we're holding for you in that account. If you're paying interest, we work it out each day on the amount you owe us.

We'll take interest from, or pay it into, your account on the day in the month you originally opened your account. We'll do that unless we've agreed something different with you. If that day isn't a working day, we'll do it the next working day. Taxes or costs may apply to you that:

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

#### Sending money in foreign currencies

If you're sending money in a foreign currency within or outside the UK, how charges are applied, either by us or the bank receiving the money, depends on how and where you're sending the money. It also depends on the payment's currency.

There are different ways to pay charges. These are explained below.

Shared	Beneficiary	Sender
I want to pay HSBC's fees	I want the payee to pay all the fees	I want to pay all the fees
<ul><li>With shared (SHA)</li><li>charging, charges are split.</li><li>You pay HSBC's charges.</li></ul>	With beneficiary (BEN) charging, the person receiving the payment pays all of the charges.	With sender (OUR) charging, you pay all of the charges.
<ul> <li>The person receiving the payment pays any other charges.</li> </ul>	That includes HSBC's charges and any other charges that apply.	That includes HSBC's charges and any other charges that apply.

#### Ways to pay charges

If you're sending money in a foreign currency within the UK or the EEA, SHA charging will apply. If you're sending money in a foreign currency outside the UK and EEA, we will tell you at the time you make your payment if you can choose to apply SHA, BEN or OUR charging.

Payments may be made using an intermediary bank. The intermediary and the bank receiving the money may apply their own charges. That means the person receiving the money may receive less than the amount you've sent.

### 2. Charges for overdrafts

We'll give you at least 14 days' notice before taking any overdraft interest or charges from your account.

#### Arranged and unarranged overdrafts

If we've agreed an arranged overdraft with you or you have an unarranged overdraft, we'll charge interest at the rates set out in the following table. We don't offer arranged overdrafts on all accounts.

We won't charge you any overdraft interest if you pay the money back in before 11.45pm on the same day.

#### **Interest Rates and Charges**

The following table sets out the charges for using your overdraft. We charge an Annual Interest Rate on your arranged and unarranged overdraft. We've also set out the EAR (Effective Annual Rate) for your information. This rate takes account of how often interest is charged, but not other fees or charges. We've also explained where any interest free amount applies.

Account	Overdraft Annual Interest Rate	Overdraft EAR (Effective Annual Rate)	Interest free amount
HSBC Jade (HSBC Premier Account)	34.05%	39.9% EAR variable	No interest on the first £1000 of your arranged or unarranged overdraft.
HSBC Premier Bank Account	34.05%	39.9% EAR variable	No interest on the first £500 of your arranged or unarranged overdraft.
HSBC Advance Bank Account	34.05%	39.9% EAR variable	No interest on the first £25 of your arranged or unarranged overdraft.
Bank Account	34.05%	39.9% EAR variable	No interest on the first £25 of your arranged or unarranged overdraft.
Bank Account Pay Monthly	34.05%	39.9% EAR variable	No interest on the first £25 of your arranged overdraft. You also have an interest free unarranged overdraft amount of £50.
Student Bank Account	0%	0% EAR variable	None
Graduate Bank Account	34.05%	39.9% EAR variable	Year 1: No interest on the first £3000 of your arranged or unarranged overdraft.
			Year 2: No interest on the first £2000 of your arranged or unarranged overdraft.
Current Account (no longer on sale)	34.05%	39.9% EAR variable	No interest on the first £25 of your arranged or unarranged overdraft.

#### Unarranged overdrafts

The table below shows the maximum amount we might charge you in a month in relation to an unarranged overdraft (this is called the Monthly Maximum Charge).

#### Monthly cap on unarranged overdraft charges

Each current account will set a monthly maximum charge for:

- going overdrawn when you have not arranged an overdraft.
- going over/past your arranged overdraft limit (if you have one).

This cap covers any:

- interest and fees for going over/past your arranged overdraft limit.
- fees for each payment your bank allows despite lack of funds.
- fees for each payment your bank refuses due to lack of funds.

Account	The Monthly Maximum Charge
HSBC Jade (HSBC Premier Account)	£20
HSBC Premier Bank Account	£20
HSBC Advance Bank Account	£20
Bank Account	£20
Graduate Bank Account	£20
Bank Account Pay Monthly	No unarranged overdraft charges
Student Bank Account	No unarranged overdraft charges
Current Account (no longer on sale)	£20

## 3. Other charges

For most accounts, we don't charge for the account or for sending or receiving money. There are some exceptions, though. These are set out below.

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.

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

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 can charge up to the maximum the law allows.

Other charges				Charges for	
Sending money	From	То	Branch and Telephone Banking	Mobile or Online Banking (if it's available)	Post
Sending money in pounds sterling within the UK: • internal payments to yourself	Your HSBC account	Another HSBC account in your name	Free	Free	Free
<ul> <li>internal payments to someone else above our payment limits</li> </ul>	An HSBC Premier Bank Account (including HSBC Jade)	HSBC accounts	£12	N/A	£17
	Any other (non Premier) HSBC accounts (where applicable)	HSBC accounts	£17	N/A	£17
External     payments by     CHAPS	HSBC accounts	Non-HSBC accounts	£17	N/A	£17
Sending money in euro within the UK	HSBC accounts	HSBC accounts	Free	Free	£17
or the EEA		Non-HSBC accounts	Free	Free	£17
Sending money: • in any currency (other than euro) outside the UK	HSBC accounts	HSBC accounts	Free	Free	£17
<ul> <li>in any foreign currency (other than euro) within the UK</li> </ul>		Non-HSBC accounts	£5	£5	£17
<ul> <li>in euro outside the UK and the EEA</li> </ul>					

If you make regular automatic transfers between two HSBC pounds sterling accounts, we charge

- a monthly fee of £8 for weekly transfers and
- £20 for daily transfers.

If you have an HSBC Premier account, we don't charge these fees.

Sending money outside the UK or in a foreign currency within the UK

If we send money outside the UK, we may use an intermediary bank. The intermediary and the bank receiving the money may apply their own charges. This could include payments sent through, or to, another HSBC bank. You'll only have to pay these charges if you tell us you want to pay all the charges when you ask us to make the payment.

HSBC Currency Account If you have an HSBC Currency Account, there are charges each time you send money from your account or receive it. However, payments are free if it's to another account with us or another HSBC Group company. Payments are also free if you're sending euros within the UK or elsewhere in the EEA. You'll find the charges below, set out in the currency of your account.

Currency of your account	Sending or receiving money
Euro	7
US Dollar	7
Australian Dollar	9
Canadian Dollar	9
Chinese Yuan Renminbi	46
Emirati Dirham	25
Hong Kong Dollar	55
Japanese Yen	1000
New Zealand Dollar	13
Norwegian Krone	75
Singapore Dollar	11
South African Rand	130
Swedish Krona	69
Swiss Franc	7

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#### Foreign currency payments by debit card

When you use your debit card for foreign currency payments, we work out the fee based on the converted amount of the purchase or cash withdrawal.

Account	Fees for a debit card payment in a foreign currency.	Fees for a cash withdrawal in foreign currency, or from a cash machine outside the UK.
HSBC Premier Bank Account (including HSBC Jade) HSBC Premier MyAccount	2.75%	2.75%
All other accounts	2.75%	2.75% plus a fee of 2% (minimum £1.75, maximum £5).

#### **Receiving money**

Charges we take from some payments into your account	Charge
Receiving money in euros from the UK or the EEA	Free
Receiving money in a foreign currency (other than euros from the UK or the EEA)	£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 cheque	£28
Pension cheques	f6

If you have an HSBC Currency Account, we don't charge if you pay a foreign currency cheque into your account.

If you're paying in a foreign currency cheque that's in a different currency to the account, we'll do the conversion in two steps. We'll convert it to pounds sterling first, and then convert it to the currency of your account.

#### Travel money

We don't charge to deliver travel money to your home or to your chosen branch. Orders must be for a minimum of £100.

#### Other services

Charges we take for other services	Charge
Duplicate paper statement	£5

#### Useful information for you

You can always get this information for free using Mobile or Online Banking.

## Accessibility

#### If you need any of this information in a different format, please let us know. This includes large print, braille, or audio. You can speak to us using the live chat on our website, visiting one of our branches, or by giving us a call.

There are also lots of other options available to help you communicate with us. Some of these are provided by third parties who are responsible for the service. These include a Text Relay Service and a British Sign Language (BSL) Video Relay Service. To find out more please get in touch. You can also visit: **hsbc.co.uk/accessibility** or: **hsbc.co.uk/contact**.

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