

# Our promises to each other

Personal Banking and Private Banking  
Terms and Conditions



**HSBC**

| Opening up a world of opportunity

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# 1. Welcome



## 1.1 Our agreement

We're so glad you're here. This contract records the promises we make to each other. It is a legally binding agreement between you and us. We'll call it our agreement.

Our agreement starts when we accept your application and open your account with us. It ends when all your accounts with us are closed. Sometimes, it can also be ended early.

When we talk about 'you' or 'your', we mean the person or persons we've opened the account for. When we talk about 'we' or 'us' in this agreement, we mean:

<b>For personal banking accounts (including HSBC Expat) and any Digital Services you use in connection with them</b>	HSBC Bank plc, acting through one or more of its branches in Jersey, Guernsey (including Alderney and Sark), the Isle of Man or Hong Kong
<b>For private banking accounts</b>	HSBC Private Banking (C.I.), which is the trading name of HSBC Private Bank (Suisse) SA, Guernsey branch

"Digital Services" means our Online or Mobile Banking services including our apps.

You might have accounts with more than one branch. If you hold both personal and private banking accounts with us, you'll have separate relationships with HSBC Bank plc and HSBC Private Banking (C.I.), both of which are covered by this agreement.

## 1.2 Key

In this agreement, these icons mean:

-  Things you need to do
-  Be aware
-  Things you mustn't do
-  Things you need to do that are time sensitive

## 1.3 The documents that make up our agreement

Sometimes these documents might say different things. If this happens, we'll go with whatever this document says. Visit our website or ask us for the latest versions of these documents.

<b>Personal Banking and Private Banking Terms and Conditions</b>	Covers personal banking accounts held with HSBC Bank plc through our branches (Jersey, Guernsey (including Alderney and Sark), Isle of Man and Hong Kong) and private banking accounts held with HSBC Private Banking (C.I.). These are sometimes referred to as our General Terms and Conditions.	<b>You're reading these now</b>
<b>Product and Service Specific Terms</b>	Any product and service specific terms.	<b>We'll give these to you when you request the product or service</b>
<b>Privacy Notices</b>	Explain how we'll collect, use and share your personal information.	<b>You can find these on our website</b>
<b>Account Specific Terms</b>	The terms that apply to your specific account or HSBC brand (such as HSBC Private Banking (C.I.) or HSBC Expat).	<b>We'll give these to you when you open the account</b>
<b>Lists of our fees and charges</b>	Set out the fees and charges that apply to your account.	<b>You can find these on our website or ask us for a copy</b>

## 1.4 Keeping in touch

### Contacting us

You can contact us using the details shown below.

Type of account	Contact us online	Visit our website	Contact us by phone	Or write to us at this address
<b>HSBC Channel Islands and Isle of Man</b>	Log on to Online Banking and send us a secure message.	<a href="http://ciiom.hsbc.com">ciiom.hsbc.com</a> Our privacy notice is available at <a href="http://ciiom.hsbc.com/privacy">ciiom.hsbc.com/privacy</a>	<b>Lost or stolen cards</b> 03456 007 010 from the Channel Islands or Isle of Man +44 1442 422 929 from anywhere else.  <b>Any other enquiries</b> 03456 006 161 from the Channel Islands or Isle of Man +44 1470 697 139 from anywhere else.	HSBC HSBC House Esplanade St Helier Jersey JE1 1HS Channel Islands.
<b>HSBC Expat</b>	Log on to Online Banking and send us a secure message.	<a href="http://expat.hsbc.com">expat.hsbc.com</a> Our privacy notice is available at <a href="http://expat.hsbc.com/privacy">expat.hsbc.com/privacy</a>	<b>Private Bank Customers</b> +44 1534 616 160  <b>Premier customers</b> +44 1534 616 313  <b>Advance customers</b> +44 1534 616 212  <b>Hong Kong residents</b> (local call rate) +852 2822 3133.	HSBC Expat HSBC House Esplanade St Helier Jersey JE1 1HS Channel Islands.

Type of account	Contact us online	Visit our website	Contact us by phone	Or write to us at this address
<b>HSBC Private Banking (C.I.)</b>	Send a message via our website Or email your relationship manager (if you know their contact details).	<a href="https://privatebanking.hsbc.com">privatebanking.hsbc.com</a> Our privacy notice is available at <a href="https://privatebanking.hsbc.com/privacy-notice/privacy-notice-for-hsbc-private-banking-ci/">privatebanking.hsbc.com/privacy-notice/privacy-notice-for-hsbc-private-banking-ci/</a>	Call your relationship manager (if you know their contact details) or call us on +44 1481 759000.	HSBC Private Banking (C.I.) Arnold House St. Julian's Avenue St Peter Port Guernsey GY1 3NF Channel Islands.

Our contact details can change. Up-to-date opening hours and contact details can be found by checking our website.

Sometimes we record and monitor calls to help improve our services or for security reasons. Calls from outside the UK, Channel Islands and Isle of Man may be charged. You can still contact us free of charge using Online or Mobile Banking if you have signed up for these.



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## Contacting you

When contacting you, we'll use the most recent details we have for you.

- ✔ You must tell us of any changes as soon as you can. If you don't, we won't be responsible if you don't get information or notices from us.

There may be situations (such as in an emergency) when we also try other numbers you've used to contact us in the past, and/or any emergency contact details you've given us.

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

If you're registered for Online or Mobile Banking, we may also share messages or documents with you via the Online or Mobile Banking website/app. If you use Mobile Banking, we may also use in-app messages and/or notifications. To ensure you receive important messages from us, we ask that you enable notifications if you use our app.

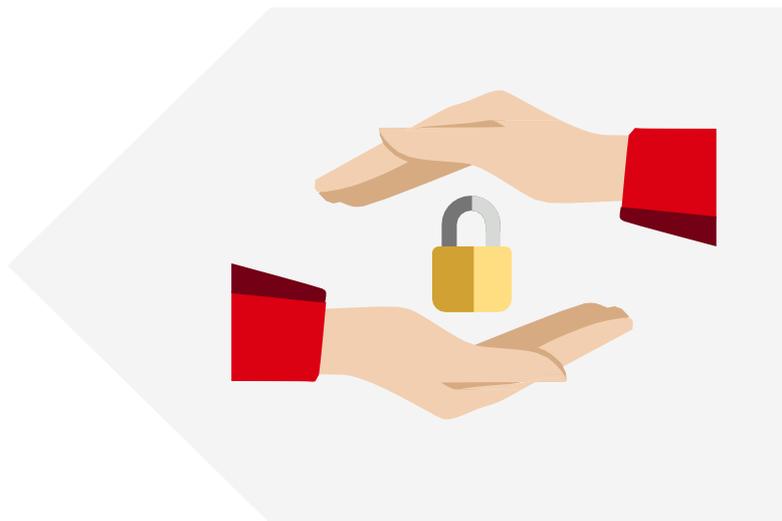
## 1.5 Accessibility

As these terms apply to all account holders, they're written in a style that's meant to be accessible for everyone.

We communicate in English. If you send us documents or information in another language, we may need you to arrange and pay for an acceptable translation into English.

There's lots of help available to access our services. Just let us know what you need.

# 2. Security



## 2.1 Security details and payment devices

In this section:

When we say	We mean
Security details	<p>The details that keep your account safe. These are some types of security details:</p> <ul style="list-style-type: none"><li>• Passwords, PINs, security codes (including CVC codes), and memorable data</li><li>• Biometric data (such as a fingerprint, face or voice ID)</li><li>• The codes and passwords you set up with us for Telephone, Online or Mobile Banking</li><li>• Any information you use with a payment device</li></ul> <p>The type of security details we ask you to provide may change in future.</p>
Payment device	<p>A device you can make payments with or use to access, or do certain things on, your account (such as your phone, your computer, your card, any physical or digital secure keys or any e-wallet). The types of payment devices available may change in future as technology changes.</p>

## 2.2 Keeping your account secure – your responsibilities

This bit is very important! You need to be aware of how to protect your identity and Digital Services from unauthorised use, fraud, theft and other risks. Please take the time to familiarize yourself with the steps that we've set out below. If you don't take the steps, we recommend to keep your account secure we will not reimburse you for any money that is taken from your account. Remember: if we contact you, we'll never ask you for your full security details or to log into your bank account for us.



### Things you must do:

- Keep your security details and payment device safe and private – don't let someone else use them for you, even if they are someone you trust like a friend or family member
- Use different security details for different things e.g. if you have more than one card, have different PINs for each
- Safely destroy any security details we send you e.g. if we send you a letter confirming your PIN
- Take care when using your security details. Make sure no one can hear or see your security details when you use them
- Take care when you transfer a payment device to someone else (e.g. if you sell your phone or give it to someone for repair). You should delete cards stored on it or in any e-wallets and any biometric access (such as fingerprint, face or voice ID) including access from any linked device
- Contact us straightaway if:
  - You think someone else has tried to access, or has accessed, your account
  - A payment device or your security details have been lost or stolen
- Use the latest versions of your operating system, browser and other software when communicating with us and/or accessing your accounts electronically (including when using Online or Mobile Banking). This includes anti-virus software and security updates
- Keep up to date with the security tips and guidance that we make available on our app, website and other channels. We make these available to help keep you safe
- Review your bank statements and tell us at once if you don't recognise a transaction
- Only ever use your own devices to access Online and Mobile Banking services
- Tell us when your contact details or other personal information change



### Things you must not do:

- Don't tell anyone other than a trusted TPP (see section 2.9 for information about TPPs) your security details. This includes your passwords, security questions that verify your identity or PINs
- Don't choose security details that can be easily guessed by anyone else or write down your security details in a way that other people would easily understand
- Don't be careless with your electronic devices and your Online and Mobile Banking information. Keep your devices and banking information safe and secure at all times
- Don't allow anyone else to use your payment device

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- Don't use a payment device after you have reported it lost or stolen or you think someone else has used or tried to use it
  - Don't log in, or stay logged in, to a payment device if you're not using it
  - Don't use facial recognition if you have an identical twin sibling or your facial features undergo radical change. For example, due to adolescence, accidents or facial surgery. If your facial features change, you may need to reprogram your facial profile
  - Don't register anyone else's biometric data (e.g. fingerprints, facial recognition, retinal image, palm prints or voice recognition) on your device if you use it to access your Online or Mobile Banking
  - Don't disable functions or settings which may affect your biometric data. For example, disabling "Attention Aware" features for facial recognition on iOS
  - Do not access your Online or Mobile Banking from devices which have been "rooted" or "jail broken", i.e. tampered with to disable or modify features installed by the manufacturer or provider without their authorisation
  - Don't download our mobile apps from unauthorised sources. Official App stores include the Apple and Google App stores
  - Be careful if you access Online or Mobile Banking through public networks e.g. in cafes or airports
  - If we are concerned about your account security, we'll let you know in the quickest and most secure way possible. This might be by text or phone call

Remember: if we contact you, we'll never ask you:

- For your full security details; or
- To log into your bank account for us

### **2.3 Staying safe online**

We'll only ever ask for partial security details. We'll use these to verify your identity and authorise your instructions.

If someone says they are from HSBC and they:

- Ask for your full security details; or
- Try to gain access to your account it is probably a fraudster

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Contact us immediately via one of the phone numbers printed on the back of your card (if you have one) or the phone number from our website if you think you've been targeted by fraudsters.

You need to follow the guidance in this section to stay safe online. If you don't do these things, you may be liable for any consequences of a security breach.

Tell us straight away if your security details, data or device are no longer safe. You'll continue to be responsible for any transactions on your account until you tell us this.

You'll be responsible for any loss if you:

- Act fraudulently
- Breach this agreement on purpose; or
- Act carelessly

You may be careless if, for example, you fail to keep your passwords safe or don't tell us straight away that your account or electronic devices are not safe.

## **2.4 Secure communications**

Some of the channels you can use to contact us are secure and some are not. We'll tell you if a channel is not secure. Please don't disclose any confidential information through unsecure channels.

## **2.5 If you think your account may have been compromised**



### **Get in touch immediately**

Your account may be compromised in different ways, including if:

- You notice any mistaken or unauthorised payment
- You think you have been tricked into making a payment

The best way to tell us what has happened is to call one of the phone numbers printed on the back of your card (if you have one) or the phone number from our website.

You must give any information we ask for when we ask for it so that we can investigate. It is your responsibility to give us the information we ask for. We may be unable to help if you don't. We'll never ask for your full security details.

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We may also take action if we think your account has been compromised. See section 4 for more details.

## 2.6 Checking it's you

When you use your account or the Digital Services, we may need to check it's you (or someone authorised to act on your behalf).

If you're in a branch, we may ask for identification. For everything else, if your device or security details are used, we'll assume it's you. We'll act on any instructions given. That's why you must be very careful to keep your security details private and not let anyone get access to any devices you use to make payments. We may need to ask for additional information or carry out extra checks if required to make sure it is you.

If we aren't confident it's you:

- We may ask additional questions
- Your transactions may be delayed
- We may not action or process your instructions; and
- We may even have to block your account

We won't compensate you for any delay or losses as a result of our actions to protect your accounts or assets.



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## 2.7 Information we require

Throughout our relationship, you must give us any information we reasonably ask for as soon as possible. If you don't, we may take action. For example, we might:

- Try to get it from another source
- Block or close your account(s) (see sections 4.2 and 7.3 for more information)

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

## 2.8 Privacy

We take your privacy seriously. When you open an account with us, we make available the Privacy Notice that applies to your account. This explains how we:

- Collect
- Use
- Disclose
- Transfer
- Store

your information.

It also sets out your rights to your information and when we might need to share it with others. You can find the Privacy Notice relating to your account on our website or ask us for a copy.

Some services and features of our Digital Services may access, monitor, transmit, collect, maintain, disclose, process and use your location data. This is important for our Digital Services to function at their best. You can withdraw consent to location data processing by turning off the location services settings on your mobile device.

We'll use and transfer your information as we explain in our Privacy Notice. Sometimes we'll also transfer your information to others in the following situations:

- If we're required to by law or regulation
- To protect ourselves, such as in any court case
- If we have a public duty to (for example, we may have to give it to a tax authority in another country)
- If you agree

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## Data provided to Hong Kong branch

Where personal data is collected by our Hong Kong branch office, in addition to the Privacy Notice you will be given a notice relating to the Personal Data (Privacy) Ordinance that applies to you and other individuals connected with your account.

If there are any other individuals connected with your account, please ensure they are provided with the relevant Privacy Notice(s) as it will apply to them.

## 2.9 Can someone else act on your behalf?

Yes. The most common arrangements are:

<b>Power of Attorney</b>	<b>Where you give someone else signing authority over your account but don't create a Power of Attorney</b>
<ul style="list-style-type: none"><li>• There are different types of Powers of Attorney available. The most suitable will depend on your needs and you should speak to a lawyer if you're unsure</li><li>• You'll need to sign a formal legal document. There may be special rules about how you sign it, you might need a witness and it might need to be officially registered. You should speak to a lawyer to make sure you get this right</li><li>• The attorney will be able to give all the instructions you could give, including carrying out everyday banking transactions on your account, closing your account and/or applying for an overdraft</li></ul>	<ul style="list-style-type: none"><li>• We call this a "third party mandate"</li><li>• You'll need to sign our paperwork to set up this arrangement</li><li>• This allows the third party to carry out everyday banking transactions on your account, but not to do other things such as closing your account or applying for an overdraft</li></ul>

In both the above situations:

- The person you appoint will have access to all information about the account, including the account history
- We'll need information about the person(s) appointed and what they can do for you. We'll let you, or the person(s) appointed, know if we're going to take instructions from them. This agreement will apply to the third party / attorney so you should give them a copy of this agreement

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We may stop acting on the attorney or third party's instructions if:

- You tell us to
- We believe they are misusing your account or are in breach of this agreement, any law or regulation
- We know their legal authority to act for you has ended
- Depending on the type of arrangement you have in place, if we know you're no longer able to act for yourself

Please tell us if you want to limit or cancel a person's ability to give us instructions. If you're no longer able to act for yourself, an official body may also appoint someone to act for you. In these circumstances we may need to limit access to your account until we get more information.

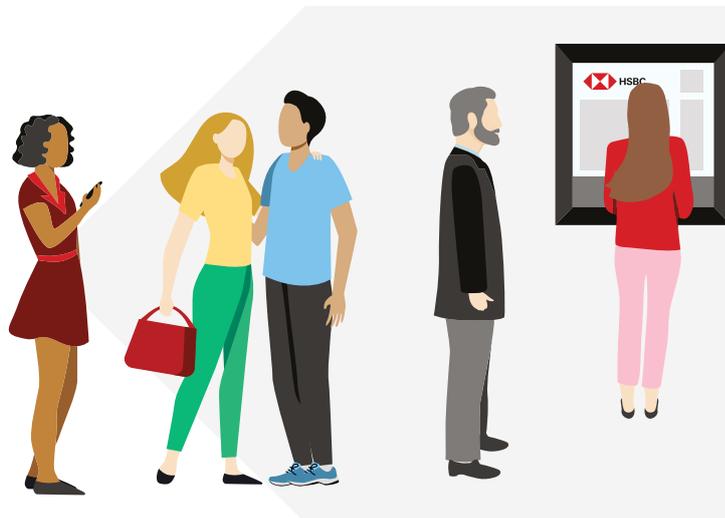
## **2.10 If you want to use a third-party app or web provider**

In this section, when we say 'TPP' we mean an app or web service you can use to do things such as see information about your bank accounts (whoever they are held with) in one place, and make payments from those accounts.

If you want to use a TPP with your account, this agreement between us still applies. You should check the information the TPP gives you carefully to make sure they're appropriately regulated. You'll be responsible for any payments made via TPPs authorised by you.

If you notice any problem with a payment or other service, or if you are concerned about your account security while using a TPP, please contact us straightaway.

# 3. Day-to-day banking



## 3.1 Who can hold an account?

An account held with us might be a sole account (for an individual), a joint account (for two or more individuals) or an account for someone other than an individual, such as a trust or corporate account (generally, only available to HSBC Private Banking (C.I.) clients).

### Accounts for persons other than individuals (e.g. trust or corporate)

Documents we'll need:	Who can give us instructions:
<ul style="list-style-type: none"><li>• We'll need a copy of the constitutional/statutory documents and certain other documents. We'll tell you what we need</li><li>• In certain cases and/or in future, we may require other documents (e.g. a copy of a resolution authorising borrowing if you want to borrow from us)</li></ul>	<ul style="list-style-type: none"><li>• We'll ask you to complete a mandate telling us who is authorised to make payments from or give instructions in respect of your account and provide specimen signatures. This may affect how the account can be used</li><li>• We can accept and execute instructions that we believe are genuine and which appear to have been given by you or by any person authorised on your behalf. If we think any instructions are unclear or inconsistent, we may decide not to carry out the instructions until the confusion is resolved</li></ul>

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## Joint accounts

Any joint account holder can use the account, get information about the account, ask us to make or stop payments, or close the account and have the money in it paid to them. They can also apply for an overdraft, if an overdraft is available for the type of account you have. Some changes will need all the joint account holders' approval.

You can ask us to convert an account from joint names to a sole name, or convert a sole account to a joint one. Depending on what you've asked us to do, we may need to close the account and/or open a new one. Any new account holder(s) will be able to see all the account information, including account history.

 If an account holder dies, the surviving account holder(s) are entitled to the money in the account, and the account would not be frozen. Once we have seen proof of death, we can transfer the account into the name of the other account holder(s).

 If one of you tells us there's a dispute between you, we may continue any direct debits or standing orders, but all of you must agree to any other activity on the account. This restriction will continue until you all tell us the dispute is over. If there's no money in the account and no overdraft, any one of you can ask us to close it.

If you are a joint account holder and are the victim of financial abuse, please contact us to discuss your options.



### 3.2 Types of account

We offer several types of account with different features and benefits. The main types are listed below. We may also talk to you about other types of account if we think they might be suitable for you.

<b>Current accounts</b>	For day-to-day transactional banking. We usually provide you with a debit card to enable you to make payments and withdraw cash. With some current accounts, you can also: <ul style="list-style-type: none"><li>• Ask for an arranged overdraft</li><li>• Make payments by cheque</li></ul>
<b>Private banking accounts</b>	Used to buy products or investments through HSBC Private Banking (C.I.). The main way of paying money into and out of a private banking account is via electronic transfer. If you have a private banking account with us, you might also have a separate current account with us for your day-to-day banking needs. We refer to that account as your “current account” in this agreement, even though you may get statements and cards for it that refer to “Private Banking”.
<b>Multi-currency accounts</b>	Allow you to hold money and make and receive payments in multiple currencies.
<b>Savings accounts</b>	For saving money and earning interest. You generally can’t make payments by debit card, cheque, Direct Debit or standing order. You can’t have an overdraft on your savings account.
<b>Term deposit accounts</b>	A type of savings account you pay money into for a specified period of time. Generally, you can’t withdraw the money during that time without losing some of the benefits and/or paying a fee. We don’t generally provide debit cards, cheques or other payment methods for term deposit accounts.

Some of our accounts have extra benefits and may have separate terms which we’ll provide when the account is opened for you. If we upgrade or transfer you to another account, you may lose benefits (or gain them) and you may receive a new card.

### 3.3 How you can use your account

There are lots of ways you can use your account, which may or may not be available depending on the type of account you have. These include Online Banking, Mobile Banking and Telephone Banking.

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We generally can't accept instructions relating to HSBC Expat accounts or private banking accounts over the counter at our branches in Jersey, Guernsey or the Isle of Man. Please use Online, Mobile or Telephone Banking (if you have signed up for these services) or contact your relationship manager (if you have one).

### 3.4 Our Digital Services

Our Digital Services can be used with most current accounts but not private banking.

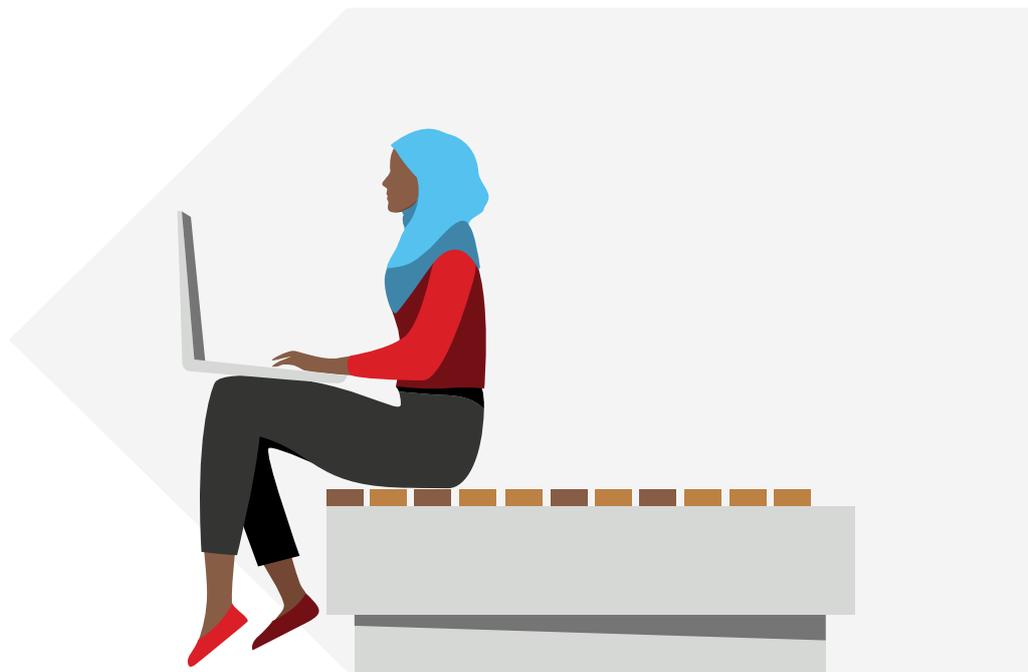
The Digital Services allow you to:

- Access your accounts and other banking products and services
- Give us instructions
- Communicate with us using the internet

You may access products or services provided by us, other HSBC Group companies or certain third parties.

What we can provide via Digital Services may change from time to time depending on the:

- Technology available
- Laws and regulations of the countries we operate in



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Not all of your HSBC products or services will be accessible via Digital Services. For example, you won't be able to access offerings such as financial advice via our Digital Services. We don't solicit, recommend or advise on any financial products or services via our Digital Services.

We take reasonable care that any information we give you through our Digital Services is an accurate reflection of:

- Information in our records
- What we receive from a third party (as relevant)

### **Accessing Digital Services**

You'll need to open an Account before you can access the Digital Services.

#### Register for Online Banking

You'll need to register for Online Banking. You can do this on our website or by calling us. We'll give you guidance and information so you can setup your Online Banking.

#### Download the Mobile Banking App

You'll need to:

- Register for Online Banking before you can use Mobile Banking; and
- Install the CI&IOM Mobile Banking App (Islands) or the HSBC Expat Mobile Banking App (as relevant) on your smartphone

### **Availability of Digital Services**

We may have to block access to your accounts via Digital Services if you're in a country:

- Whose laws and regulations may not allow you to download and use them
- Where we aren't licensed to offer the Digital Services to you

Our Digital Services may not be available if we conduct maintenance or upgrades. We take these steps to ensure our digital environments are safe, up to date and compatible with supported devices, operating systems and browsers.

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We'll let you know if we're going to conduct maintenance or upgrades. We'll usually write to you or put a notice on our website. If the work is urgent and important or due to circumstances beyond our reasonable control, we may not be able to give you notice. There could also be legal, regulatory, technical, political or other reasons beyond our control which could affect the availability of the Digital Services.

If the Digital Services aren't available:

- We'll be pleased to help you through other channels
- We won't offer you compensation
- We aren't responsible for delay, inconvenience, losses or lost opportunities

You should check you're using the latest versions of your browser, operating system and mobile app. Issues might occur if you're using outdated software. If you experience connection problems or more general internet access issues, please check with your internet or mobile provider.

### **What you can't do**

You must not knowingly use the Digital Services if this is not permitted by local law in the country you're in. We're not liable for any loss, damage or other outcome suffered by you if you use (or you aren't able to use) the Digital Services in these countries.

You must not alter, modify, copy, reverse engineer or tamper with any part of our Online or Mobile Banking products or services.

### **Instructing Us**

If you give us instructions via the Digital Services, you can't cancel these unless we agree. It's your responsibility to check any instructions you send us. If you make a mistake in an instruction, please tell us immediately.

Please also check any transaction confirmation or notification we send you and tell us immediately if you spot an error. If the error is caused by you, we'll try to help to rectify the error, but we can't guarantee it.

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Please submit your instructions in good time before the daily cut-off times for the relevant service or products to avoid delays. Whilst our Digital Services are generally faster compared to paper or telephone, it doesn't mean they function straight away.

### **When we're responsible if something goes wrong**

We may be responsible for losses or damage:

- To your data, software, computer, telecommunications equipment, or mobile phone directly caused by our negligence, error or deliberate default in providing the Digital Services
- If we fail to do something we agreed to for the Digital Services and you suffer a type and amount of loss that we could have reasonably foreseen and expected as a direct result of this failure

### **Joint accounts**

If you are a joint account holder, each person named on the account can register for the Digital Services. Each joint account holder will have separate security details to access and use the services.

### **Intellectual property and hyperlinks**

The HSBC Group gives you the right to use our Online Banking service and Mobile Banking Apps to access our services. We don't give this right to you exclusively. You can't grant any rights relating to it to anyone else.

There might be hyperlinks to third party websites in our Digital Services. We aren't responsible for these websites or the information they contain.

"HSBC", "HSBC Expat" and our Hexagon logo are registered trademarks.

Apple, the Apple logo, iPhone, iPad, iPod Touch, Touch ID and Face ID are trademarks of Apple Inc. registered in the US and other countries. App Store is a Service Mark of Apple Inc. Google Play, the Google Play logo and Android are trademarks of Google LLC.

iOS is a trademark or registered trademark of Cisco in the US and other countries and is used by Apple Inc. under license.

### 3.5 Making payments

In this section, when we say “foreign currency” we mean any currency other than the currency of your account.

#### Making payments into your account

If you need to provide your account details so someone can send you a payment, you can find them via Online or Mobile Banking, or by asking us.

The table below sets out how you can pay money into your account, and when payments made into your account using different methods will be available to use.

Payment method	Most current accounts	HSBC Expat accounts	Private banking accounts
<b>Electronic payments</b> This will be same-day for some transfers. It will be longer: <ul style="list-style-type: none"><li>• Depending on the payment method</li><li>• If the payment is received in other currencies. It will be available immediately after we’ve converted it into local currency using the HSBC exchange rate that applies at the time we receive the payment</li></ul>	Accepted	Accepted	Accepted
<b>Cash</b> Immediately if paid in at one of our branches. If paid in via a self-service machine, on the same day or, if paid in after the cut-off time, the next working day.  If you pay in cash at another bank, it’s normally available by the next working day. Please note other banks may charge for this service.	Accepted	Service unavailable	Service unavailable

Payment method	Most current accounts	HSBC Expat accounts	Private banking accounts
<p><b>Cheques</b></p> <p>Generally, within one working day after the working day on which we receive the cheque. It will be longer if we receive the cheque after any cut-off time on a working day. Please also see the important notes below.</p>	Foreign currency or International cheques not accepted.	We do not accept cheques into HSBC Expat Accounts.	We do not accept cheques into private banking accounts. Please speak to your relationship manager to discuss alternative options.



### Important notes for cash

You cannot pay foreign currency cash into your account.



### Important notes for cheques

Foreign currency or International cheques not accepted.

Cheques might take longer than usual to process if we have any difficulty understanding them. This could happen, for example, where the writing isn't clear on the cheque.



### Important Notes

- Payments into your account are subject to screening and other checks. If we need to investigate or carry out any additional checks in relation to a payment, your ability to access the money may be delayed
- You may be able to see a payment into your account, use the money and get interest on it before we actually receive the money. If we don't receive it after a certain time, we'll reverse the payment and the interest you received on it
- We may also return a payment to the sender if they ask us to, or if we believe the payment was made as a result of fraud or a mistake. We'll do this even if you don't have enough money in your account and it results in fees and charges and a return of interest we paid to you on that money

- If you pay in money in a currency other than the currency of your account, we'll assume you want us to convert the money into the currency of your account. We'll do this at our exchange rate that applies at the time we receive the payment. There may be a delay in processing the payment whilst we convert the money
- If we need to return money that has been paid into your account, for instance because a cheque has been paid into your account but is returned unpaid (e.g. it bounces), we'll tell you and take the money back out of your account. This may put you into an unarranged overdraft. If we need to return money that was paid in a foreign currency, we'll convert it using the exchange rate at the time. The exchange rate may have changed since the date we received the money, so the amount we need to return may not be the same as the amount paid in.

### **Making payments from your account**

We'll use the information you give us to make the payment from your account so please make sure you're giving us the right information. We consider a payment from your account is authorised by you when your security details are used.

The table below sets out how you can make payments from your account.

<b>Payment Method</b>	<b>Most current accounts</b>	<b>HSBC Expat accounts</b>	<b>Private banking accounts</b>
<p><b>Electronic Transfer</b> Depending on the type of account you have, via Online, Mobile or Telephone Banking (if you have these services) or by contacting your Relationship Manager (if you have one).</p> <p>We'll decide how the payment is made (e.g. by CHAPS, Faster Payments, SWIFT or some other service). We'll make the decision at our discretion based on various factors including the type of account you have, what payment service is available, the size of the payment you are trying to make, and whether the payment is domestic or international. We won't be responsible for any loss or delay arising from our decision if we acted reasonably.</p>	Available	Available	Available
<p><b>Cash withdrawals</b> At any of our branches or by using a cash machine.</p>	Available	Cash machine	Service unavailable

<b>Payment Method</b>	<b>Most current accounts</b>	<b>HSBC Expat accounts</b>	<b>Private banking accounts</b>
<p><b>Debit Card</b> If you use your debit card for a cash withdrawal or payment, the money will come out of your account after we receive confirmation of the payment/ withdrawal from the card scheme. This may happen on a working day or a non-working day.</p> <p><b>What do we mean by 'card scheme'?</b> This means card network operators such as Visa or Mastercard.</p> <p>If you use your debit card for a transaction in a foreign currency, the card scheme will convert it into the currency of your account. 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.</p>	Available	Service unavailable* - Global Money Card is Available	We don't currently provide debit cards for private banking accounts. If you have a private banking account, you may also have a separate current account which will come with a debit card you can use. The details in the left-hand column will apply to that card.
<p><b>Direct Debits / Standing Orders</b> These are regular payments from your account. You can also arrange to make a payment on a specific date – please contact us for more information.</p>	Available	Available	Available
<p><b>Cheques</b> You can make payments by cheque if you have a cheque book for your account.</p>	Available	Service unavailable**	Service unavailable

\*Service is only available if you hold an existing debit card that is still valid. We no longer issue debit cards for HSBC Expat current accounts but Global Money cards are available.

\*\*Service is only available if you hold a valid cheque book. We no longer issue cheque books for HSBC Expat current accounts.



## Important notes

### For cash

- Cash machine providers outside the HSBC Group and/or outside the Channel Islands and Isle of Man may charge you to use their cash machines

### For Direct Debits/Standing Orders

- To make a regular payment you must set it up at least two working days before the date you want to make it. To cancel a regular payment, you must tell us at least two working days before the next payment is due

### For cheques

- If we get a cheque more than 6 months after it was written, we may pay it, but we don't have to. We may contact you to check if you still want to make the payment
- Please don't put a future date on cheques you issue, as we won't wait until that date to make the payment

### Other important notes

- Payments out of your account are subject to screening and other checks. If we need to investigate or carry out any additional checks or contact you in relation to a payment, it may be delayed
- If you ask us to send money on a future date, we'll send it on that date (with the exception of cheques). But if that's a non-working day, we'll send it on the next working day
- There may be limits on the amount you may pay or withdraw. We'll tell you what these are when you open your account and/or when we send you your debit card
- If you have a Global Money account and/or Global Money debit card, please see section 10.3 for details about making payments

### Cut-off times

The 'cut-off time' is the latest time on any day that we can do something you've asked us to (including processing any payment into your account). The cut-off time will depend on what you are asking us to do, where you are asking us to do it, and the type of account you hold. You can get details of our cut-off times from our website or by asking us.

We only make certain payments on working days. So if you ask us to make a payment after the cut-off time on a working day, the timings may start from the next working day.



### **Sending money electronically in a foreign currency**

- You can send money from our accounts electronically in most major currencies – but not all. Please check with us
- If you want to send money in a foreign currency, you can ask us to convert the amount into the other currency. You can ask us for an indicative rate. If we can't convert the money before we send it, or if you don't want us to, the receiving bank may convert it using their exchange rate
- We'll tell you the exchange rate we'll use. If you then go ahead with the payment immediately, the rate we've told you will be the rate you get. Otherwise, we'll use the exchange rate that applies when the payment is made
- 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 you get back may be more or less than we originally took from your account
- If you have a Global Money account and/or debit card, please see section 10.3 for details about sending money electronically in a foreign currency



### **Cancelling or changing payments**

- If you need to cancel a payment, please call us as soon as possible. Most payments can't be cancelled, but some can if you tell us straightaway. We can't cancel any payment after it has left us or reached the recipient
- If you cancel future payments (such as Direct Debits or regular card payments), 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 you haven't used a standing order or other regular payment instruction for a long time, we may cancel it. If you want to start making payments again, you'll need to let us know
- If you want to cancel a cheque you must tell us the details including the cheque number as soon as possible. You should know that in most cases we won't be able to cancel the cheque. So you will most likely need to speak with the person you no longer want to make the payment to.

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### 3.6 Interest

We'll tell you your interest rate when we open the account and you can contact us to find out your current rate. Some accounts are subject to minimum balances below which no interest is paid.

We'll pay interest at a fixed or variable rate (which may go up or down). We may apply negative interest rates to credit balances for some currencies. See sections 6.1 and 6.2 for information on how we may change interest rates and how you will be notified.

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 tell you on what days in which months we take interest from, or pay it into, your account. If the day interest is due to be paid or taken isn't a working day, we may do it the next working day.

### 3.7 Fees and charges

#### Charges

We publish full lists of our charges that apply to each type of account. We'll give you a copy when you first open your account. If anything changes, we'll let you know, and you can always get the latest version from our website or by asking us. We may also deduct from your account any fees or charges imposed by another bank or person in connection with any payment.

You'll see on your statement details of any charges we've taken from your account during that statement period.



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## Expenses

In some situations, you'll be responsible for our reasonable expenses to:

- Defend or exercise our rights (for example, going to court)
- Respond to or comply with court orders or requests from authorities that are related to your accounts

We may take these expenses from your account. We'll tell you if we do this.

## Digital Services

We don't charge you for:

- Using Online or Mobile Banking
- Downloading our software; or
- Tools or applications used to create security codes

We may charge for certain actions you take in the Digital Services. For example, certain payments or money transfers. You can find details about fees and charges on our website.

### 3.8 Statements

You can get information at any time about money coming into or out of your account via Online, Mobile or Telephone Banking (if you have registered for these services). For some accounts, information is also available from cash machines or branches.

Please check your statements carefully. If you spot any mistakes or unauthorised transactions in your statements, tell us straight away.

#### When we provide statements

We'll usually provide a statement every month unless:

- You tell us you don't want monthly statements
- You bank with HSBC Expat, in which case we'll provide statements at least quarterly
- Your account is a private banking account, in which case we'll provide statements at least annually
- There hasn't been a transaction on your account since the last statement

The frequency of statements may change. We'll tell you if we plan to change how often we provide statements for your account.

## How we provide statements

- To your Online Banking profile and/or via our mobile app if you're registered for Online and/or Mobile Banking
- If you aren't registered for Online or Mobile Banking, we'll send them to your email address or your postal address you've given us

We may charge for issuing duplicate statements – see our lists of fees and charges (available on our website or on request) for details.

### 3.9 Overdrafts

Overdrafts allow you to use more money than you have in your account. They're meant to be for short-term borrowing. Please see our lists of fees and charges (available on our website or on request) for details of the charges and interest rates for overdrafts. Additional terms apply if you have an overdraft with us.



Money must be paid into the overdrawn account at least once a month.



We can ask you to repay the overdraft immediately at any time. At our discretion, we may give you some time to arrange to repay the money.



We may contact you when you go into an overdraft or if you don't have enough money to make a payment. If you don't want us to contact you about this, please let us know and we'll stop.

Arranged Overdraft	Unarranged Overdraft
<ul style="list-style-type: none"><li>• We agree this with you in advance</li><li>• There's no fixed period but we'll review the limit of your overdraft regularly</li><li>• Where possible, always try to arrange an overdraft before you need it, as this will cost you less</li></ul>	<ul style="list-style-type: none"><li>• This is for emergencies</li><li>• If you ask us to let you use more money than you have in your account, or make a payment which takes you over the limit of your arranged overdraft, we treat this as a request for an unauthorised overdraft</li><li>• You must bring your account back to a positive balance or within your arranged overdraft limit as soon as possible</li></ul>

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## Helping you manage your finances

If you're experiencing financial difficulties, or think you may struggle financially, please talk to us and we can try to help.

### Joint account overdrafts

If we agree to provide an overdraft on a joint account, each account holder will be responsible for repaying it. If one joint account holder applies for an overdraft on the account, we may rely on the latest information we have about the credit capability of the other account holders when making our decision. That information might not always be up to date.

## 3.10 Repaying money you owe us

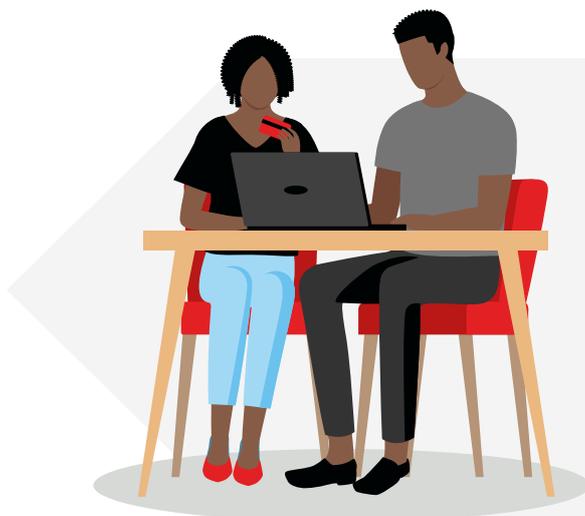
If you owe us or another member of the HSBC Group worldwide any amount, we can use the money from any of your accounts held with us to reduce or repay your debt. This is known as set-off. We'll tell you when we do this or shortly after.

We:

- May take the amount from a joint account, an account in a different country or currency or a suspended account
- Can take money held in a joint account to repay money owed to us by any of the joint account holders in their own name
- May do this even if it causes you to go into an overdraft
- Will (if we can) consider your circumstances before we do this

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# 4. Action we may take to protect you, your account, or HSBC



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

## 4.1 When we refuse to accept or make payments

### Payments into your account

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

- We reasonably believe that accepting the payment might cause us to breach a legal requirement or expose us to action from any government, regulator or law enforcement agency or put our reputation at risk
- If we reasonably suspect fraud or criminal activity of any kind, whether or not linked to your account or your relationship with us
- If we need further information about the payment
- If you haven't given us information that we've asked for after a reasonable period of time, or what you've given us is incomplete, incorrect or otherwise inadequate
- For financial crime risk management reasons (see section 4.3 for details)

### Payments from your account

We may not make a payment from your account, or might need to delay making it, if:

- There isn't enough money in your account. If you've requested several payments but there isn't enough money to make all of them, we'll try to make some of them

- 
- We need further information to make the payment
  - The payment is over a limit
  - We believe it's necessary to meet our financial crime related obligations (see section 4.3 for details)
  - There are circumstances beyond our reasonable control, such as equipment or power failure, a strike or natural disaster
  - We reasonably believe that:
    - There's been a breach of security or misuse of your account, security details or payment device
    - There is or has been fraudulent or criminal activity of any kind. It doesn't matter whether it's linked to your account or relationship with us
    - The payment would cause us to break the law or go against a regulation or other requirement we follow or expose us to action from a regulator, government or law enforcement agency
    - Someone else may have a claim over the money

We'll tell you why we've been unable to make a payment if you ask us, unless we're unable to because of legal, security or fraud reasons.

## **4.2 Refusing to act on your instructions, suspending or limiting your access**

We may delay or refuse to act on your instructions, or suspend or limit your access to an account or service, immediately and without telling you first, if:

- We suspect fraud or criminal activity of any kind whether or not linked to your account or your relationship with us
- We have security concerns (e.g. if we know or suspect your account, your security details and/or your payment device have been misused)
- We believe it's necessary to meet our financial crime related obligations (see section 4.3 for details)
- You haven't given us information that we've asked for after a reasonable period of time, or what you've given us is incomplete, incorrect or otherwise inadequate
- We believe that if we don't, we could be acting outside any law, regulation, code, court order or other duty, requirement or obligation or we might put our reputation at risk
- We believe that if we don't, it could expose us to action or investigation from any government, regulator or law enforcement agency

- 
- There's a significantly increased risk that you won't be able to repay any money you owe us
  - We are aware you have become bankrupt or insolvent
  - You don't seem to be using your account and we think it is necessary to take action to protect against fraud

We'll usually let you know about this and confirm the reason why unless we're unable to because of legal, security or fraud reasons.

If we plan to suspend or limit access to an account or service for any other reason, we'll tell you what we're doing and why.

### **4.3 Financial crime risk management**

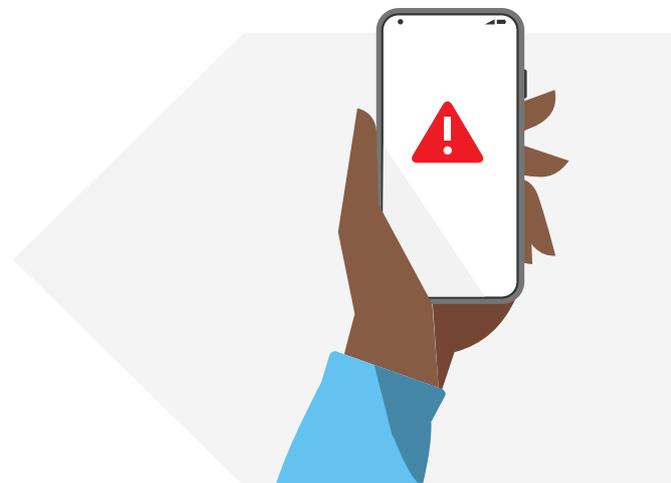
We have an obligation to detect, investigate and prevent financial crime (including money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, sanctions non-compliance or other attempts to break any laws or regulations).

To meet these obligations, we may:

- Delay, investigate, block or refuse to act on your instructions
- Ask you for more information about you and your transactions
- Take other action that is necessary for us to comply with our obligations, including our internal policies and procedures, relating to financial crime
- Ultimately close your accounts with immediate effect

We may not be able to tell you the reason when we take such action (for example, if we are prevented by law or regulation).

We'll not be responsible to you or any third party for any liability, compensation or loss suffered in connection with any financial crime risk management action we take.



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# 5. If something goes wrong



## 5.1 When payments go wrong

### This can happen when:

- Money enters your account due to a mistake, system error or fraud
- You've been tricked into sending a payment
- You make a mistake by giving us incorrect payment details
- We make a mistake sending the payment when you have given us the correct details
- Payment has been made without your authorisation

If this happens, we'll try to help. Just let us know straight away.



### It's important that you:

- Call us as soon as you can after noticing any mistaken or unauthorised payment or thinking that you've been tricked into sending a payment
- Give any information we ask for when we ask for it so that we can investigate the payment or trace the money
- Take any steps we ask to preserve the security of your account

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## **What we'll do**

We'll investigate the payment, the circumstances and how you use the account to establish how the payment went wrong. Once we have established what went wrong we'll tell you the outcome of our investigation.

What may happen next will depend on what went wrong with the payment.

## **Money enters your account due to a mistake, a system error or fraud**

- If the money came from another bank and you tell us the payment wasn't a mistake, we generally won't return it unless you agree, however we may share your information with the bank the payment came from and we might have to return the payment depending on the circumstances and information provided to us
- If we pay money into your account because of a systems error, we'll take it back
- We'll remove any payment into your account that we suspect was made by fraud
- We won't tell you before we remove the money even if it puts your account into an unarranged overdraft
- Until we take back any money we've paid you by mistake, you're liable to us for that money and we may use our rights of set-off (see section 3.10 for details)

## **You have been tricked into sending a payment**

- We'll look into this and consider all the circumstances
- We'll let you know if you're entitled to a full or partial refund as soon as we can

## **If you make a payment by mistake by giving us incorrect payment details**

- You can ask us to try to get the payment back from the bank who received it
- You will be responsible for our fees in trying to obtain return of the funds. We'll tell you the maximum amount you will pay first
- If we're not able to get the payment back, you can try to recover the money yourself

If you want us to help you do that, then you'll need to write to us. We'll give you all the information we've been given by the bank that received the payment.

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## **We make a mistake sending the payment when you have given us the correct details**

We'll always refund, unless the payment was received by the person you intended to pay.

### **A payment has been made without your authorisation**

- If you've acted fraudulently or carelessly, (including failing to take steps we recommend to keep your account secure), you're responsible for payments from your account
- Otherwise, we'll refund an unauthorised payment from your account if:
  - Someone else uses your new debit card before you receive it
  - A payment has been made after you have told us that your debit card or payment device has been lost or stolen, or security details disclosed
  - We've allowed the payment to go through without our usual checks to confirm it was you authorising the payment

## **5.2 Refunds**

### **For payments by electronic transfer**

#### **How much will we refund, and when will we pay the refund?**

If we give a refund, it won't always be for everything you've lost. We might only pay a percentage of the loss if we think you were partly at fault.

- If we decide to refund 100% of the loss, we'll refund the money together 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 decide to refund less than 100%, we'll still pay/refund interest on the amount, but you won't end up in the position you would have been in if the payment hadn't been made

If we agree you're entitled to a full or partial refund, we'll give it as soon as we can after confirming this to you, although the payment may take some time to process through our systems. We'll pay the refund into the account the payment was taken from. You can ask us about the status of your refund if it hasn't arrived yet.

If we make a refund and find out that you weren't entitled to it, we'll reverse it. Until we do, you'll be liable to us for the money and we may use our rights of set-off (see section 3.10 for details).

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## When we don't refund you

We won't refund you if we think that you or someone acting for you:

- Acted carelessly or fraudulently
- Didn't comply with these terms or any other terms that you have agreed to
- Didn't follow the security tips and guidance that we make available, for example on our website, app or other channels



## For debit card payments

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

You need to ask us for a refund as soon as possible (and within eight weeks of the payment being charged to your account). You can do this using the debit card disputes form available via our website. Failing to report a dispute within 8 weeks of the payment being charged to your account will result in us not being able to pursue your claim and prevent any refund to be issued.

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
- We or the seller made information available to you about the amount at least four weeks before you paid
- You report the dispute after 8 weeks of the payment being charged to your account

Whether we are making a refund or not, we'll let you know what's happening and why. We'll do this as soon as we can after the claim date or the date we get information we've asked for (whichever is later).

## 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:

[www.directdebit.co.uk](http://www.directdebit.co.uk).

## 5.3 Complaints

### How to complain

If you have a complaint, please let us know. We'll endeavour to resolve your concerns and put matters right. If you want to complain formally to us, here's how:

Type of account	Contact us by phone	Contact us online	Or write to us at this address
<b>HSBC Channel Islands and Isle of Man</b>	<b>HSBC Premier Banking</b> 03456 00 61 61  From outside the Channel Islands and Isle of Man +44 1470 697139  <b>HSBC Advance and HSBC Personal Banking</b> 03456 00 61 61  From outside the Channel Islands and Isle of Man +44 1470 697139	Log on to Online Banking and send us a secure message.	Customer Complaints Team HSBC House Esplanade St Helier Jersey JE1 1HS Channel Islands
<b>HSBC Expat</b>	+44 1534 606 302  Or call the contact centre:  <b>Private Bank Customers</b> +44 1534 616 160  <b>Premier customers</b> +44 1534 616 313  <b>Advance customers</b> +44 1534 616 212  <b>Hong Kong residents (local call rate)</b> +852 2822 3133	Log on to Online Banking and send us a secure message.	Customer Complaints Team HSBC Expat HSBC House Esplanade St Helier Jersey JE1 1HS Channel Islands
<b>HSBC Private Banking (C.I.)</b>	+44 1481 759000	N/A	Chief Executive Officer HSBC Private Banking (C.I.) Arnold House St. Julian's Avenue St. Peter Port Guernsey GY1 3NF Channel Islands

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 Our contact details can change. Up-to-date opening hours and contact details can be found by checking our website.

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

 Calls from outside the UK, Channel Islands and Isle of Man may be charged. You can still contact us free of charge using Online or Mobile Banking if you have signed up for these.

### **What happens when you complain?**

If we can, we'll try to resolve your concerns there and then. If this is not possible, we'll investigate the issues you've raised and let you know the outcome. We'll acknowledge your complaint within 5 working days, explain what will happen next and let you know when you can expect to hear from us again.

### **What can you do if you're not satisfied with the response?**

If your complaint is not resolved to your satisfaction, you may be able to refer it to the relevant Financial Ombudsman Service. See section 8.1 for information about where your account is held, which will determine which Financial Ombudsman Service is relevant.

#### **For accounts held in Jersey or Guernsey (including Alderney and Sark)**

##### **Channel Islands Financial Ombudsman (CIFO)**

Address: Channel Islands Financial Ombudsman  
PO Box 114, Jersey, Channel Islands JE4 9QG

Email: [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org)

Telephone: +44 1534 748 610 Jersey  
+44 1481 722 218 Guernsey / Alderney / Sark

#### **For accounts held in the Isle of Man**

##### **Isle of Man Financial Services Ombudsman**

Address: Financial Services Ombudsman Scheme for the Isle of Man  
The Slieau Whallian, Foxdale Road, St John's, Isle of Man IM4 3AS

Email: [ombudsman@iomoft.gov.im](mailto:ombudsman@iomoft.gov.im)

Telephone: +44 01624 686500

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## Complaints relating to our Hong Kong branch

For complaints relating to our Hong Kong branch office, you also have the right to refer the matter to the Complaint Processing Centre of the Hong Kong Monetary Authority at: 55/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong.

For monetary disputes about a product, service or advice provided by our Hong Kong branch office, and which meet the eligibility requirements of the Terms of Reference for the FDRC, you have the right to refer the matter to the Financial Dispute Resolution Centre (FDRC) at: Unit 3701-4, 37/F, Sunlight Tower, 248 Queen's Road East, Wan Chai, Hong Kong.

In order to be eligible for resolution of disputes under the Financial Dispute Resolution Scheme administered by FDRC, a written complaint must be filed with us and a final written reply in respect of the complaint has been issued or no final written reply has been issued within 60 days. Also, the dispute must be of a monetary nature not exceeding HK\$500,000 (including any interest on any amount alleged to be a loss) or the foreign currency equivalent.

## 5.4 Disputes

We hope we'll always be able to resolve any issues between us. If we can't and we end up going to court, the laws of the place where your account is held (see section 8.1 for details) will apply to the interpretation of all the terms between us. Any disputes that go to court will go to the courts in the place where your account is held. For accounts held in Alderney or Sark, the laws and courts of Guernsey will apply.



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# 6. Making changes



## 6.1 Changes we can make

We can change our terms, fees, interest rates and charges from time to time.

We can't predict all of the reasons why we may need to make a change, but if we do so, we'll make sure the change is reasonable.



We won't make a change if we have agreed not to do so (for example, we generally won't change an interest rate during an agreed fixed rate period unless we are permitted to do so under our agreement).

## 6.2 How and when we'll tell you about a change

We'll usually notify you personally about a change. We'll do this by email, by secure message through Online or Mobile Banking (if you are signed up for these), or by post.

If the change is beneficial to you, or in some other situations where we think it's appropriate, we may make the change without without telling you first, although we'll notify you afterwards.

Otherwise, where possible, we'll tell you at least 30 days before any change.

If you don't agree with a change, you can ask us to close your account(s) and delete your Digital Services free of charge.



### **Important notes**

- If we change our terms in a way that only affects some accounts or services, we may only tell those affected about the change
- We may not always tell you personally about a change to interest rates, fees or charges that is beneficial to you. We might place a notice on our website, on our Mobile or Online Banking pages, in a newspaper and/or in our branches instead. You can always ask us for a copy of the current interest rates, fees and charges that apply to your account(s) or find them on our website
- Different notice periods may apply to some accounts. You can find more information on this in the relevant account terms

### **6.3 Changing your account with us**

We may change the account you hold with us (e.g. from one type of account to another) if we think it is appropriate for you. We'll normally only do this if:

- You no longer meet the conditions for an account (e.g. if you have a student account and leave university)
- We're withdrawing a type of account
- You have become eligible for a different type of account and we think it could be more appropriate for you
- You ask us to change your account and (subject to eligibility) we agree

If there are benefits with your account, these might change or come to an end if we change your account.

If we're changing your account, we'll usually give you 30 days' notice. We might shorten this period if you agree to the change and if we're able to make it happen sooner.

You can always tell us if you'd prefer not to change. Depending on the reason for the change, we'll either allow you to keep your existing account, or we may need to close your account(s) and pay the money to you. We might not be able to pay you the money straightaway if you haven't given us any information we've reasonably asked for, or if we are prevented from doing so by applicable law or regulation.

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## 6.4 Current Account Switch Service

We participate in the Current Account Switch Service. If you hold a current account with us in the Channel Islands or Isle of Man, we can transfer the money in your account to your new current account in the Channel Islands, Isle of Man or UK provided you give us the details we need. We'll take any amounts you owe us before we do this. We'll also 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.

 This service can only be used to switch current accounts. Other accounts (such as savings accounts and term deposits) aren't covered. It also can't be used to transfer investments. Please ask us if you aren't sure whether you can switch.

## 6.5 Transferring this agreement

We can transfer all of our rights and responsibilities under this agreement and in relation to your account to someone else. We'd only transfer our responsibilities to someone we reasonably think could carry them out as well as we can.

You can't transfer any of your rights and responsibilities in relation to this agreement, your account, or your account itself, to any other person.

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# 7. Ending the relationship



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

If you want to close your account(s) with HSBC, all you need to do is tell us.

Make sure you have downloaded any documents and information you need from Online and/or Mobile Banking before you go.

We'll close the account and send you any amount in it (plus interest) when everything you owe us (including charges) has been paid. Any account benefits will end.



Please note that it may not be possible to close your account promptly if you still hold wealth or investment products with us. Please speak to us if this poses difficulties for you and we can discuss your options.

## 7.2 Cancelling your Digital Services

If you no longer want to use your Digital Services you can stop using them. You can delete the Mobile Banking App from your phone. You don't need to tell us about it.

If you want to de-register your account, you'll need to contact us.

If you end your banking relationship with us, we'll terminate the Digital Services.

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## 7.3 How we can end this agreement and close accounts

### Without notice

Sometimes we can end this agreement and close your accounts straightaway without giving you any notice. We'll only do this if certain things happen which include the following set out below.

If you:

- Fail to meet eligibility criteria
- Have seriously or persistently broken this agreement
- Have behaved inappropriately either to us or when using our services
- Weren't entitled, or are no longer entitled, to open or have your account or the service
- Haven't given us information that we've reasonably asked for, and/or have given us false information
- Are declared bankrupt

We'll also do this if we reasonably believe that something in the list below has happened:

- You're accessing or using an account, service (including the Digital Services) or money illegally or fraudulently (or have done this in the past), you're allowing someone else to do this, or you're involved in any criminal activity (whether or not linked to your relationship with us) or we suspect you are doing any of these things
- There's been a serious breach of security or misuse of your account, security details or a payment device
- You've exposed us to action or investigation from any government, regulator or law enforcement agency
- If we don't, we might be acting outside a law, regulation, code, court order or other duty, guidance or requirement (including our policies and procedures) or it might place our reputation at risk
- It's necessary to meet our financial crime related obligations (see section 4.3 for details)
- You're using the account in a way not allowed by our agreement, or you're not using your account and/or we are unable to contact you (see section 8.7 for details)
- You allow other people to use your bank accounts via the Digital Services without telling us

We'll tell you why we're closing your account unless we can't because of legal, fraud or security reasons. We won't be responsible for any losses caused by us closing your accounts.

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We can stop offering you the Digital Services if there are:

- Problems we can't fix
- Highly onerous business or technology reasons that mean it's not practical for us to offer our Digital Services; or
- You haven't used the Digital Services for over a year

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

### **With notice**

We can also end this agreement and close your accounts for any reason by giving you at least one month's notice (unless your account is for a fixed term). If you have a Basic Bank Account in the Channel Islands or the Isle of Man, we'll only do this if anything in the list below applies:

- There haven't been any transactions on your account for more than 24 months
- You no longer have a residential address in the Channel Islands or the Isle of Man
- We reasonably believe you have access to another payment account with basic features

Sometimes we may need to end this agreement and close your accounts by giving you less than 30 days notice. If this happens we'll tell you why we're closing your account unless we can't because of legal, fraud or security reasons. We won't be responsible for any losses caused by us closing your accounts.

## **7.4 What happens when an account is closed?**

We'll pay you the balance of any money in the account (plus any interest) once we've taken any money owed to us or committed to payments and any interest and charges that haven't yet been charged to the account. We might not be able to pay you the balance straightaway if you haven't given us any information we've reasonably asked for, or if we are prevented from doing so by applicable law or regulation.

If you're using the Current Account Switch Service, we'll pay the balance to your new account with another provider.

- If you have a foreign currency account, we may convert the money into pounds sterling or another currency using our exchange rate that applies at the time before we return it to you
- You're responsible for cancelling any payments into and out of your account

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

## **7.5 What happens if an individual account holder dies?**

If one joint account holder dies, we can transfer the account into the name of the other account holder(s) once we have seen proof of death. Please see section 3.1 for more information about joint accounts.

If a sole account holder dies, what happens to the money in any account(s) will be determined by the laws of the place where the account(s) is/are held (see section 8.1 for details). We'll need to see proof of death and, depending on where the account(s) is/are held and the amount of money, we may need to see other documentation (such as a grant of probate/ letters of administration) before we can release any money. On request, we can provide information to the executors or personal representatives about the account(s). Before releasing any money, we may deduct any money owed to us (including any interest or charges).

We aren't responsible for stopping any payments from the account before we are notified about the death.



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# 8. Other important details



## 8.1 Where is my account held?

It's important to know where each of your accounts is held. The place where an account is held will determine what laws apply, what courts will decide on any disputes between us and which Financial Ombudsman Service and Depositor Compensation Scheme will protect you in relation to that account.

You can usually tell where your account is held by looking at the sort code.

- The sort code is a six-digit code which identifies where your account is held. It's often quoted alongside your account number. You can find the sort code on your statement, on your debit card (if you have one) or on Online or Mobile Banking
- All accounts opened with HSBC Expat (including all savings and fixed term accounts) are held in Jersey. This is true even if you opened the account through our Hong Kong branch
- If you can't find your sort code, or it isn't listed below, or you just aren't sure where any of your accounts is held, please ask us. If you have more than one account with us, please note they might not all be held in the same place. Generally, any term deposit (such as a fixed rate saver) will be opened in the same place you hold your current account

Where your account is held	Sort code
<b>Jersey</b>	40-25-34 40-25-33 40-25-41 40-49-24 40-61-62
<b>Guernsey</b>	40-22-25 40-62-57
<b>Isle of Man</b>	40-19-38 40-38-32

## 8.2 How your money is protected

If we collapse or go bankrupt, depositor compensation schemes may step in to protect your money subject to eligibility. The schemes that apply to accounts held with us are listed below:

Where the account is held	Depositor compensation scheme
<b>Jersey</b>	HSBC Bank plc, Jersey Branch, is a participant in the Jersey Bank Depositor Compensation Scheme. The Scheme offers protection for eligible deposits of up to £50,000. The maximum total amount of compensation is capped at £100,000,000 in any 5-year period. Full details of the scheme and banking groups covered are available on the States of Jersey website <a href="http://www.gov.je/dcs">www.gov.je/dcs</a> , or on request.
<b>Guernsey (including Alderney and Sark)</b>	HSBC Bank plc, Guernsey Branch, and HSBC Private Bank (Suisse) SA, Guernsey Branch are participants in the Guernsey Banking Deposit Compensation Scheme. The Scheme offers protection for 'qualifying deposits' up to £50,000, subject to certain limitations. The maximum total amount of compensation is capped at £100,000,000 in any 5-year period. Full details are available on the Scheme's website <a href="http://www.dcs.gg">www.dcs.gg</a> or on request.
<b>Isle of Man</b>	HSBC Bank plc in the Isle of Man is a participant in the Isle of Man Depositors' Compensation Scheme as set out in the Depositors' Compensation Scheme Regulations 2010. Full details are available on the Scheme's website <a href="http://www.iomfsa.im">www.iomfsa.im</a> or on request.



### Important notes

- Deposits held with us in the Channel Islands or the Isle of Man are not protected by the rules made under the UK’s Financial Services and Markets Act 2000 for the protection of retail clients, including the UK Financial Services Compensation Scheme and the UK’s Financial Ombudsman Service
- Deposits held with us in the Channel Islands or the Isle of Man are also not protected deposits under the Hong Kong Deposit Protection Scheme

### 8.3 We don’t give you tax, legal or accounting advice

We don’t provide any tax, legal or accounting advice, and we’re not responsible for any of your tax or related reporting obligations.



### You are responsible for:

- Getting your own tax, legal and accounting advice
- The payment of any applicable taxes
- Any other tax obligations you may have (such as reporting or filing requirements)

### 8.4 We cooperate with tax authorities

In this section, when we say relevant person, we mean any individual connected with your account whose tax information we are required to collect under applicable laws and regulations, which could include any controller, trustee, beneficial owner, protector, settlor, anyone with a controlling ownership interest or any other person operating the account.

We may	You must
<ul style="list-style-type: none"> <li>• Ask for information about you and your tax status and/or the tax status of any relevant person</li> <li>• Report you or any relevant person to a domestic or overseas tax authority</li> <li>• Pay money required by those tax authorities on your behalf (including by deducting any withholding tax)</li> </ul>	<ul style="list-style-type: none"> <li>• Promptly respond to our requests</li> <li>• Tell us as soon as possible about any change in your information which may impact your tax status (such as a change in residency)</li> </ul>

If you don’t provide up-to-date information, we may determine your and/or any relevant person’s tax status based on the information we have, in accordance with applicable laws and regulations. This may result in us reporting inaccurate information. We won’t be responsible for any losses or other consequences of these actions if you haven’t given us the information we’ve reasonably asked you for.

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## 8.5 Our responsibilities are limited

We'll do all we reasonably can to carry out our promises to you but there may be times where we can't, or where we need to delay acting, for example if:

- Legal or regulatory reasons require
- Something's happened which we couldn't predict or isn't normal, or it's outside our (or our agents'/subcontractors') control and we couldn't have avoided it even if we used reasonable efforts to. For example, industrial action or mechanical failure

In these situations, we won't be responsible for any losses.

We also won't be responsible for any product or service provided by others. We are only responsible for products or services we provide or we instruct others to provide on our behalf.

Finally, we won't be responsible for any indirect or consequential loss or damage (such as loss of profit or opportunity), whether or not we could have foreseen it, unless in the case of any loss of interest on your credit balances, or interest incurred on your debit balances, the loss was caused because we acted in breach of our duties to you. But we are not liable for this type of loss if it was caused by your own neglect or default.

## 8.6 We can exercise our rights at a later time

If we don't exercise our rights (such as taking any fees or charges from your account) straightaway, we may still do so later or going forward.

## 8.7 Unclaimed balances

If there is no activity on your account and/or we are unable to contact you, then subject to any "dormant account" laws that may apply we may close your account and transfer any money to any relevant dormant account scheme. If possible, or if we are required to do so by law, we'll try to contact you before we transfer the money.

## 8.8 Our regulatory details

HSBC Bank plc, registered in England and Wales number 14259. Registered office 8 Canada Square, London, E14 5HQ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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HSBC Bank plc, Jersey Branch is regulated by the Jersey Financial Services Commission for Banking, General Insurance Mediation, Fund Services and Investment Business. HSBC Expat is a division of HSBC Bank plc, Jersey Branch.

HSBC Bank plc, Guernsey Branch is licensed by the Guernsey Financial Services Commission for Banking, Credit, Insurance Intermediary, and Investment Business.

In the Isle of Man, HSBC Bank plc is licensed by the Isle of Man Financial Services Authority for Banking and Credit, Insurance Intermediary Business.

HSBC Private Banking (C.I.) is the trading name of HSBC Private Bank (Suisse) SA, Guernsey Branch. HSBC Private Bank (Suisse) SA, Guernsey Branch is licensed by the Guernsey Financial Services Commission for Banking, Credit, Insurance Intermediary and Investment Business. HSBC Private Bank (Suisse) SA is registered in Switzerland number UID CHE-101.727.921. Registered office Quai des Bergues 9-17, 1201 Geneva (GE), Switzerland.

HSBC Expat which is a division of HSBC Bank plc, Jersey Branch: HSBC House, Esplanade, St. Helier, Jersey, JE1 1HS. HSBC Bank plc, Jersey Branch is regulated by the Jersey Financial Services Commission. HSBC Bank plc is registered and incorporated in England and Wales with limited liability, number 14259. Registered office 8 Canada Square, London, E14 5HQ. HSBC Bank plc, Hong Kong Branch, is licensed by the Hong Kong Monetary Authority as an authorised institution and registered with the Securities and Futures Commission to conduct Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities under the Securities and Futures Ordinance (central entity number: AFJ824).

## **8.9 Conflicts of interest**

HSBC is a global organisation which provides a wide range of financial services. Sometimes, our interests might conflict with your interests and/or our duties to you.

We have policies and procedures to identify and manage conflicts of interest. As part of our

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policy, HSBC employees who are engaged in different business activities involving a conflict of interest must carry on those activities independently of one another. Where necessary, we also maintain arrangements which restrict the flow of information, to protect your interests and to prevent improper access to your information.

In some cases, our procedures and controls may not be sufficient to ensure that a potential conflict of interest doesn't damage your interests. In these circumstances, we may consider it appropriate to tell you about the potential conflict and obtain your formal consent to proceed. We may also decline to act if there is residual risk of damage to your interests.

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

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# 9. Account-specific terms HSBC Channel Islands and Isle of Man



## 9.1 Current accounts

### HSBC Premier Bank Account

#### Account conditions

To hold a HSBC Premier account with us, you must meet one of the eligibility criteria options below:

#### For accounts opened before 11 September 2024

You must pay your annual income into your HSBC Premier Bank Account and meet the conditions in either Option 1 or Option 2.

#### Option 1

- Have savings or investments of £100,000 or more with HSBC in the Channel Islands and Isle of Man; or
- You could have an annual personal income of £100,000 or more (at least one of you has to have this if you have a joint account).

When we assess your savings or investments for the purposes of this option, we don't count anything you hold with M&S Bank, first direct or HSBC Expat.

#### Option 2

- Already qualify for HSBC Premier in another country or with HSBC Expat.

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## HSBC Premier Bank Account

### Account conditions

To hold a HSBC Premier account with us, you must meet one of the eligibility criteria options below:

#### Option 1

- Pay your annual income into your HSBC Premier Account.
- Have savings or investments of £100,000 or more with HSBC in the Channel Islands and Isle of Man (please note, we don't count anything you hold with M&S Bank, First Direct or any other HSBC entity).
- If you meet this eligibility criteria, you will also have access to a dedicated Relationship Manager.

#### Option 2

- Pay your annual income into your HSBC Premier Account.
- Have an annual personal income of £100,000 or more (at least one person must have this if you have a joint account).
- Plus, a mortgage with HSBC in the Channel Islands and Isle of Man, with a minimum qualifying mortgage of £350,000.

#### Option 3

Alternatively, if you already hold a qualifying Premier account with another part of the HSBC Group in another country or region, you can enjoy HSBC Premier in the Channel Islands and Isle of Man.

### Joint accounts

- You can only open a joint account with:
  - Your spouse or partner
  - Your child over the age of 18
  - Someone who also meets the eligibility criteria for HSBC Premier

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## HSBC Advance Bank Account

### Account conditions

To continue to be eligible for this account, you'll need to be approved for an arranged overdraft of at least £1,000.

You must pay either:

- £1,750 or more into your account each month; or
- at least £10,500 every six months

This doesn't include money you send to the account from other HSBC personal accounts (including any joint account you have).

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## Graduate Bank Account - Only available to existing Student Bank Account Holders

### 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.

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## MyMoney and HSBC Premier Family

### Premier MySavings or MySavings

When you:

- Turn 11, we'll open a Premier MyAccount or MyAccount (unless your parent or guardian asks us not to)
- Turn 18, we'll convert your Premier MySavings account to our Premier Family Savings account. Or, if you have a MySavings account, we'll convert it to a Flexible Saver account

### Premier MyAccount or MyAccount

When you turn 18, we'll convert your account to a Bank Account, or the equivalent alternative account.

### Premier Family Savings Account

When you turn 26, we'll convert your account to a Flexible Saver Account (or the equivalent alternative account).

### Account conditions

If you have a Premier Family account, your parent, legal guardian or grandparent must also be an HSBC Premier customer. If they no longer have one of those accounts, we'll convert your account to another account.

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## MyMoney and HSBC Premier Family

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 opening a MyMoney Account (Premier MyAccount, Premier MySavings and MySavings) you and your parent or guardian linked to the account must complete and sign a document called the 'Authorised Adult Mandate.' This document gives your parent/legal guardian certain rights, such as having the ability to update your address on your behalf. This includes anyone named in the 'Authorised Adult Mandate.' When you open a Premier MySavings account or Premier MyAccount, you must sign a document called a 'third-party mandate' giving your parent/legal guardian certain rights. If you want to cancel these rights, we'll convert your account to a MyMoney account.

We may disclose information about your accounts to your parents or legal guardians. This includes anyone named in the 'third-party mandate' or '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).

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## 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.

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## Basic Bank Account

### Account features

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

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## 9.2 Savings accounts

Unless we say otherwise in the tables on the following pages, for all accounts there's a minimum opening amount of £1 and no maximum savings amount.

## HSBC Premier Savings

### Account conditions

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

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## 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
  - When you close your account
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## Regular Saver

### 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 Amount for that month. We show the maximums in the table below.

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### Maximum monthly payment amount after account opening

Month	1	2	3	4	5	6	7	8	9	10	11	12
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.

### 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.

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## Fixed Rate Saver

### Account conditions

To open the Fixed Rate Saver Account, you must have an HSBC Channel Islands or Isle of Man current or savings account (in addition to a Regular Saver or Basic Bank Account).

### Term

When you open the Saver Account, we agree how long you want to hold the Account 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 Saver Account. We'll tell you of any maximum balance when you apply.

### Paying money into your Account

You'll make one payment when you open the Account, but you can't make any more.

### Interest

When you open the Account, 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

There's no cooling-off period when you open a Fixed Rate Saver Account for the first time. If you change your mind and ask for your money back after you've opened the Fixed Rate Saver Account, what happens will depend on how much money is in the account:

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

### Closing the account

You can ask us to re-invest the money in your Account at the end of the fixed term. 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 Account. Please ask if you want us to send it to a different HSBC account. If you decide to re-invest the money in a new Fixed Rate Saver Account, there will be a cooling-off period of 14 days from the date you receive confirmation of your re-investment. During that time you may opt to remove the money and close the new Fixed Rate Saver Account without any charges.

If you don't have an HSBC account, we'll hold your money (and any interest) for you until you open an account. 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.

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## Online Bonus Saver

### Account conditions

To open an Online Bonus Saver, you must:

- Be registered for Online Banking; and
- Have an HSBC Channel Islands or Isle of Man current or savings account that is not a Basic Bank Account

You may only have one Online Bonus Saver at any time in your sole name. You can only access your account through Online or Mobile Banking. If you need to contact us, you must use secure e-message. We'll contact you by post or secure e-message.

### Maximum savings

We'll tell you of any maximum balance from time to time.

### 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 an HSBC 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 for that month if you do.

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## Future Saver for Children

### Account conditions

This is an instant access savings account that can be opened by parents, guardians or other relatives and friends for a child under the age of 18.

The name of the child will be used to identify the account but the account is actually opened in the name of the adult and only that adult can access the account.

The child, or anyone acting on their behalf, has no rights to the money held in the account. This means that if the account holder dies, the money is not ring-fenced for the child.

Please think about whether you want your will to determine what happens to the money in these circumstances.

When the child reaches 18, the account will be closed and the money will be transferred to your current account with us (if you have one) or any other account you request during account closure.

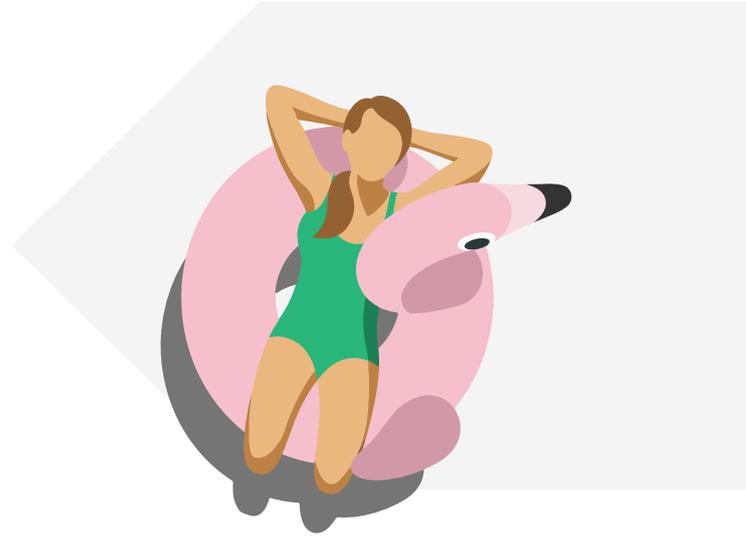
### Making payments

You can't send money outside the Channel Islands and Isle of Man from the account.

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# 10. Account-specific terms

## HSBC Expat



### 10.1 Eligibility for HSBC Expat

You are eligible for a HSBC Expat account (including some specific products and features such as Global Money) only if:

- The laws and regulations that apply to you or in the place you live allow it;
- You meet the eligibility criteria in the Tariff of Charges found on our website; and
- You always maintain a minimum relationship balance (“Relationship Balance”) with us, except in the circumstances listed under clause 10.2
- Failure to meet eligibility criteria will result in the closure of your accounts.

If your citizenship or residency changes you must tell us. The products and services we offer may change and we may not always be able to offer all products and services to you.

### 10.2 Relationship Balance

You must always maintain a minimum Relationship Balance with us, except:

- For the first 3 full calendar months after your HSBC Expat account is opened
- If you hold an active HSBC Premier relationship with any part of the HSBC Group that meets the eligibility requirements for HSBC Premier in the country where it is held (for avoidance of doubt, this option is not available to Advance customers)
- If you are a Premier customer and have an annual sole salary that meets our salary criteria as detailed in the Tariff of Charges on our website. Note: For joint accounts, only one of you needs to meet the salary criteria

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If you don't maintain the Relationship Balance with us when required, we may charge you an underfunding fee ("Underfunding Fee"). Details of the minimum Relationship Balance and Underfunding Fee can be found in the Tariff of Charges on our website and these amounts may change.

We charge an Underfunding Fee for each calendar month that an HSBC Expat Relationship doesn't meet the eligibility criteria. You may have more than one relationship with us (e.g. a sole relationship and a joint one) and the eligibility criteria apply separately to each of them. Your sole balance(s) cannot count towards any joint balance(s). It is your responsibility to ensure that you maintain the minimum Relationship Balance for each relationship you have with us. If you are charged the Underfunding Fee you authorise us to deduct this from one or more of your HSBC accounts. We usually apply the Underfunding Fee in the calendar month following a month when you don't hold the minimum Relationship Balance.

We calculate your Relationship Balance as:

- The total average daily credit balance of all your HSBC Expat accounts and HSBC Expat investments, calculated at the end of each calendar month
- If you have one or more HSBC Expat accounts in your name, we look at all of your HSBC Expat accounts to make the calculation
- If you have one or more joint HSBC Expat accounts, we include those joint accounts in our calculations

This means that if you have both joint accounts and sole accounts with us, you may be eligible for a different service for your sole accounts compared with your joint accounts. This may affect the fees and charges that you pay and the services and benefits that are available to you.

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## 10.3 Global Money

As part of the HSBC Expat service, you have access to Global Money, a mobile only account with multiple currencies and a digital debit card that you can activate on your Mobile Banking app.

### Using the Global Money Account

What you can do	What you can't do
Hold and receive multiple currencies in your Global Money Account.	Set up standing orders, direct debits or future dated payments.
Transfer money between your HSBC Expat accounts and your Global Money Account.	Use your Global Money Account for business purposes.
Make payments in different currencies using our Mobile Banking App. Currencies available in the Global Money Account can be found on <a href="http://www.expat.hsbc.com/accounts/products/global-money/">www.expat.hsbc.com/accounts/products/global-money/</a>	

We don't pay any interest on the money in your Global Money Account.

### What you'll need to use the Global Money Account

In order to use the Global Money Account, you need to

- Have an HSBC Expat Bank account with us [www.expat.hsbc.com/international-banking/open-an-account/](http://www.expat.hsbc.com/international-banking/open-an-account/)
- Register for our online banking services
- Download our Mobile Banking App on your device
- Register for a Global Money Account using our online banking portal through the Mobile Banking App

Global Money is only available through Mobile Banking. If that changes in future, we'll let you know.

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## Exchanging currency

We'll apply our prevailing exchange rate at the time you change currency in your Global Money Account. The rate you receive will depend on:

- Whether you are a HSBC Expat Premier or Advance customer
- The amount you'd like to convert; and
- The currencies being exchanged

We'll show you the latest exchange rate we offer for each transaction. The final exchange rate will be set when you confirm the transaction.

## Checking your money

You can check your balance and get information about your transactions at any time on our Mobile Banking App.

We provide electronic statements on a monthly basis through our Mobile Banking App. Statements show all amounts added to or taken from your Global Money Account during a given period. You can check all your statements for the last 7 years on the App.

Printed paper copies of issued statements can be requested for a fee, please see the Tariff of Charges for full information.



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## **Fees and charges**

We don't charge you for having a Global Money Account, but we may charge you for actions you take when using it. Charges apply for some types of international payment. Please see our Tariff of Charges for full information.

## **Overdraft**

There's currently no overdraft available on your Global Money Account.

## **Suspending or closing your Global Money Account**

You can close your Global Money Account at any time via the HSBC Expat Mobile Banking App. If you have any pending transactions, you won't be able to close the account until these transactions are settled.

Access to your Global Money service is linked to your HSBC Expat current account. That means if your Expat current account is suspended or frozen, your Global Money account will be too.

If your Global Money Account is closed, we'll transfer any credit balance to your current account.

We won't be responsible for any losses caused by us suspending or closing your Global Money Account.

## **10.4 Global Money Debit Card**

### **About your card**

The Global Money Debit Card refers to both the physical and digital version of the debit card. You can only apply for the Global Money Debit Card through the HSBC Mobile Banking App. When you request a Global Money Debit Card, we'll issue your digital card instantly and this is stored in the HSBC Expat Mobile Banking App. At the same time, we'll create a physical plastic debit card and post this to you shortly after.

The Global Money Debit Card is linked to your Global Money Account and can only be used to debit that account.

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You can use your Global Money Debit Card wherever Visa is accepted, including:

- ATMs
- In-store
- Online; or
- Via a Mobile Wallet (such as Apple Pay or Google Pay)

The same terms apply whether you're using the physical card the digital card or a Mobile Wallet.

All fees and charges related to the Global Money Debit Card are listed in our Tariff of Charges.

### **Security**

To protect you from fraud, we may place additional limits on your Global Money Debit Card until you have received it and used it in a Chip and PIN transaction, either in-store or at an ATM.

As part of the security measures for your Global Money Debit Card, we'll send you SMS messages and/or emails for verification purposes. We'll do this when you make purchases or undertake other activities with your card (such as adding the card to a Mobile Wallet). To ensure you can order the card and successfully complete transactions, you must make sure that the phone number and email address held by us are correct.

### **Currencies and Foreign Exchange**

The base currency of the Global Money Debit Card is pounds sterling (GBP).

You may use the Global Money Debit Card to transact in multiple currencies directly from your Global Money Account, and many more with a foreign exchange from your GBP Sterling balance.

When making a payment, if you have enough of the transaction currency in your Global Money Account, we will process the payment using that currency balance (excluding Chinese Yuan Renminbi). If you don't, we'll deduct enough money from the Global Money Account in pounds sterling (GBP) to make the payment and convert it. If you have some, but not all, of the funds in the transaction currency, we will make a split payment, debiting that currency first and taking the remainder of the balance from your pound sterling (GBP) balance.

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If the payment requires a foreign exchange and is in a currency available in the Global Money Account, we'll convert it using the HSBC Global Money Exchange Rate. If it isn't, the card scheme (Visa) will convert the transaction. 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 must make sure there are sufficient balances in your wallet in the correct currency and/or pound sterling (GBP) in order to complete the transaction, otherwise your payment will be declined.

### **Cancelling your card**

You may cancel your Global Money Debit Card through the HSBC Expat Mobile Banking App or via telephone banking. Cancelling your Global Money Debit Card will result in the automatic cancellation of both physical and digital cards, but won't affect your Global Money Account. If you have any pending transactions, you won't be able to cancel your Global Money Debit Card until these transactions are settled.

### **Mobile Wallets**

A Mobile Wallet (or e-wallet) is a service which allows you to store your card on a mobile device and use that device to make payments in-store or online, such as Apple Pay or Google Pay.

You may need to agree separate terms with the Mobile Wallet Provider, which govern the registration and storage of a digital version of your Global Money Debit Card in the Mobile Wallet and the use of the Mobile Wallet (including the use of any data you provide to the Mobile Wallet Provider). Those separate terms you agree with the Mobile Wallet Provider will not change or override these Global Money terms or any of our other terms and conditions.

Apple and Apple Pay are trademarks of Apple Inc., registered in the U.S. and other countries.

### **Suspension of your card**

There are a number of circumstances in which we can suspend or restrict your card, but there are a couple of additional circumstances that apply to the use of a card registered on a device or with an e-wallet. These are where:

- The service is no longer available to our customers; or
- You have notified the Mobile Wallet provider, the device manufacturer or a mobile network provider to report your device as lost or stolen and they take steps to suspend the cards registered in a Mobile Wallet or on a device

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## **Using a card registered on a device or within a Mobile Wallet to make payments**

If you have registered for a Mobile Wallet, you can use a card stored in it or a card stored on your device to make payments to retailers who accept contactless payments and display the same card scheme sign as on your card (Visa). Contactless payment limits may apply to transactions authorised using a card stored in a Mobile Wallet or on your device. This can vary between retailers and payment card terminals that are used. We may therefore refuse a payment transaction if it exceeds the current contactless limit applicable to a specific retailer.

You can authorise a card payment using a card stored on a device or in a Mobile Wallet by following the procedures notified to you by the device manufacturer or Mobile Wallet provider. For example, this will include:

- At a retailer's premises by holding your device (e.g. your compatible smartphone or associated watch) within a few centimetres of a card reader and entering the security details requested (this includes any device security information and any fingerprints stored in your device). You may also be required to activate your phone or device first or enter security details before presenting the device to a card reader
- To make an "in App" purchase on your compatible device with a participating retailer by selecting to pay by that method and entering the security details requested for that type of payment (which may include your device security details)

If you have stored more than one card on a device or in a Mobile Wallet, you may be required to select a default card. When you authorise a payment, it will relate to your default card unless you actively select a different card.

## **Our responsibilities if things go wrong (Mobile Wallets and devices)**

We won't be responsible if you are unable to use a device, a Mobile Wallet or any of your cards stored on a device or within a Mobile Wallet unless this is as a result of something we have done. This is because these services are not provided by HSBC and we do not control the platform, e-wallet or device.

## **10.5 Product-specific terms**

Additional terms apply to the following products:

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## **Bonus Saver Account**

The Bonus Saver Accounts are only available if you are registered for the Online Banking Service. The account may only be opened in your name.

The account is available in various currencies. Not all currencies are available at all times. You are required to keep a minimum balance in cleared funds of GBP5,000, USD5,000 or EUR5,000 for each of these currencies, or the equivalent of GBP5,000 for all other currencies, in order to earn interest in the relevant currency.

You may pay into and withdraw from your Bonus Saver Account at any time.

You may only make payments into or out of your Bonus Saver Account from your HSBC Expat accounts and you can't set up Direct Debits or standing orders.

If you maintain the minimum balance, you will be paid the standard Bonus Saver Account rate of interest each month.

For each qualifying period that you maintain the minimum balance and make no withdrawals, you will be paid the additional Bonus Interest.

The qualifying period is:

- For the Online Bonus Saver account, each full calendar month you maintain the minimum balance
- For the Quarterly Bonus Saver account, each three full consecutive calendar months you maintain the balance

If you maintain the minimum balance in the first month of opening your Bonus Saver account, we'll count that first part month only as a full calendar month for determining your qualifying period.

All interest paid on the Bonus Saver Account is calculated daily and paid on the first working day in the calendar month after you qualify to receive it.

Our Bonus Saver interest rates are published on our website [expat.hsbc.com](https://expat.hsbc.com) under the section Savings accounts.

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## Fixed Term Deposit Account (FTDA)

FTDAs are available in various currencies. As these currencies may change from time to time, please visit our website to see the available currencies.

Minimum and maximum deposit amounts may apply. You can only deposit one amount of money into a FTDA for a fixed term agreed by us. You can't pay additional amounts to your FTDA after it has opened.

The interest rate you will receive is fixed for the agreed term. Interest may be positive or negative and will be calculated daily on the cleared balance.

Depending on the type of FTDA, interest is paid periodically or at maturity. We'll let you know the frequency when you open the account.

Unless you advise us not to, we'll automatically renew the FTDA for the same term (or one as similar as possible) as that which expired at the prevailing rate of interest we offer for that term.

To prevent automatic renewal, you'll need to contact us at least two working days before maturity.

When an FTDA expires or you close it, we'll pay your current balance into your HSBC Expat account.



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You may ask us to allow you to withdraw the entire deposit before the end of the agreed term and close your FTDA. Partial withdrawals are not allowed.

In case you decide to withdraw the entire deposit before the end of the agreed term, you will not be eligible for interest payment. We'll also deduct a fee, which may include a deduction from the principal amount, as outlined in our Tariff of Charges. This may mean that you could receive less money than you initially deposited. We'll provide you with a statement at the start and end of the term of your FTDA.

### **Renminbi Currency Savings Account and Fixed Term Deposit Account**

Your renminbi Currency Savings Account ("renminbi CSA") or renminbi Fixed Term Deposit Account ("renminbi FTDA") will be held in the "Offshore currency CNY". The renminbi is the official currency of the People's Republic of China.

There are two markets for renminbi called "Onshore" and "Offshore". The Onshore currency can be remitted into mainland China and Macau whilst the Offshore currency can't.

Making payments or transfers from a renminbi CSA or a renminbi FTDA into mainland China and Macau is not permitted.

You can make payments from a renminbi CSA or a renminbi FTDA using the Global Transfers facility in our Online Banking Service, our Telephone Banking Service or by written instruction.

Deposits into a renminbi CSA or FTDA from either another HSBC account or an account at another bank are made by inward electronic payment only and we don't accept cash or cheque deposits. Withdrawals from your renminbi account are made by outward electronic payment only we don't allow cash withdrawals.

HSBC Expat doesn't have a set limit for the value of overseas electronic payments of renminbi. However, other banks may restrict amounts they will send or receive and it is your responsibility to check if this will affect any money you wish to send or receive.

We may reject or refuse any or part of any inward payment or outward payment, or reverse any or part of any inward payment, outward payment or transaction if:

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- We are of the view that such inward payment, outward payment or transaction is in violation of any applicable rules or these Terms
  - A correspondent bank or the beneficiary bank should at any time reject or return such outward payment, on any ground (whether or not disputed)

You will be responsible for payment of all costs, expenses, fees and taxes in relation to holding or transacting in renminbi. We won't be liable to you for any losses, including exchange rate losses, damages arising from you holding or transacting in renminbi.

### **Foreign exchange transactions in renminbi currency**

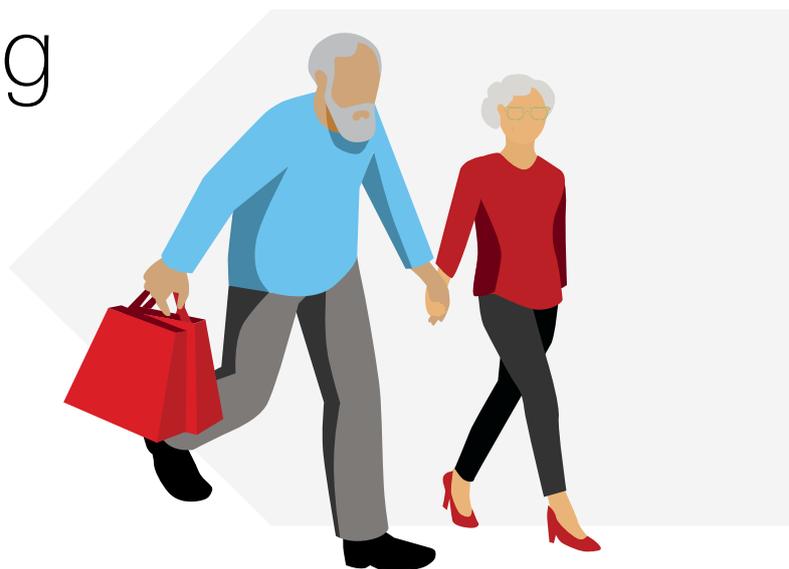
Exchange rates and interest rates quoted by HSBC Expat are based on renminbi CNY Offshore market pricing.

You should be aware of the potential risks of banking in a currency that is not your usual currency.

Fluctuations in exchange rates may also impact adversely when converting currencies to and from renminbi. For example, due to foreign exchange fluctuations, the actual sterling equivalent of a renminbi deposit could be smaller than the original amount deposited in sterling (i.e. there is a risk of loss of principal on a sterling basis). Please also remember that past performance of a currency is not necessarily an indication of its future performance.



# 11. Account-specific terms HSBC Private Banking (C.I.)



## 11.1 Responsibility for borrowing – persons other than individuals

<b>Sole trader</b>	<b>You are personally responsible for any money your business owes us</b>
Partnership, personal representatives and trustees	As well as the account holders being jointly and severally liable for money owed to us, each current and former partner, personal representative or trustee is jointly and severally liable even if they are no longer a partner, personal representative or trustee unless we agree otherwise. We can demand repayment from all or any of the account holders.
Company, club, society, association and charity	The signatories may be liable for money owed to us and should take separate advice.

## 11.2 Insurance

We won't insure any property we hold for you. You will need to put appropriate insurance in place if you need it.

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### 11.3 Derivatives

You may ask us to carry out derivative transactions on your behalf. Extra terms, conditions and risk warnings will apply in addition to these terms, and we'll provide you with a copy on request or when you first apply. We'll also ask you to complete a risk warning document to show you understand the risks of these products.

### 11.4 Foreign Exchange

You may ask us to carry out foreign exchange transactions on your behalf. Extra terms, conditions and risk warnings will apply in addition to these terms, and we'll provide you with a copy on request or when you first apply.

When we carry out foreign exchange transactions, we do this on a "spot value" basis on the day we receive your instructions at our buying or selling rate at that time. We don't promise to complete transactions at the highest or lowest exchange rate of the day, or to confirm the dealing exchange rate to you before we complete the transaction.

"Spot value" is for settlement of the transaction two Business Days after the dealing date.

### 11.5 Bearer shares

#### **What we mean by "issued bearer share companies" and "bearer share capable companies"**

- An issued bearer share company is a company that has issued bearer shares, i.e. shares in relation to which the legal title is evidenced and transferred solely by possession of the share certificate. Because there is no central register of title, we might not be able to identify everyone who owns shares in the company
- A bearer share capable company is a company that can issue bearer shares but doesn't have any bearer shares issued and outstanding

We no longer open accounts for "issued bearer share companies" or "bearer share capable companies".

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If you are an issued bearer share company or a bearer share capable company and for historical reasons you have one or more accounts with us:

- You must make sure all issued bearer shares are held at a location we approve, and by a custodian we approve. We'll tell you which locations and custodians are approved
- You mustn't issue any bearer shares (or any further bearer shares) and we'll ask you to confirm this regularly
- You must tell us straightaway if your ownership changes, or if you issue any bearer shares. You must provide us with any information we may reasonably require, unless you can't do so because of applicable laws and regulations

If you don't comply with this clause we may have to block your account and/or place restrictions on transactions you want to make.

## **11.6 Introduction Fees**

If you have been introduced to us by a third party (including any other member of the HSBC Group), we may pay a fee or give some other benefit to the person who introduced you, if we are allowed to by the laws and regulations that apply to us.

In addition, where we pass your transactions or introduce you to a third party (including any other member of the HSBC Group) we may receive a fee or some other benefit.

We'll tell you about any fee or other benefit received or paid by us if we are required to do so or if you ask us. If we or any other member of the HSBC Group receive or pay a fee like this, we won't pass that fee on to you.

## **11.7 Additional terms relating to trusts**

This section only applies if you tell us that your account (the "Trust Account") is held subject to the terms of an express trust (the "Trust") of which you act as trustee (in this capacity the "Trustee"). These terms do not apply where we act as the trustee of the Trust (separate terms will apply in these circumstances).

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 You must tell us as soon as possible of any changes which need to be made to the Trust Account (such as changes to the account holders etc.). If you cease to be an account holder of the Trust Account for any reason, unless you tell us otherwise in advance and we agree, we may assume any surviving or continuing account holder has the power to act on behalf of the Trust and to operate the Trust Account. We'll not be responsible for any losses which are incurred due to your failure to inform us about changes to the Trust Account.

 We won't be bound by or required to check the terms of any trust instrument or other documentation relating to the Trust (together the "Trust Documents") even if we have been provided with a copy of the Trust Documents. We'll assume that any instructions we receive from you regarding the Trust Account are properly given in accordance with the Trust Documents, without the need for any further investigation.

 Our agreement with you regarding the Trust Account is made solely in your capacity as Trustee.

We agree that your liabilities to us in respect of the Trust Account ("Your Liabilities") are limited to the value of the assets of the Trust held by you in your capacity as Trustee. However, neither the limitation in this clause nor, to the maximum extent possible, any applicable limited recourse legislation will apply if you fail to take all reasonable steps to ensure that assets of sufficient value are maintained at all times within the Trust to meet Your Liabilities.

**What we mean by "applicable limited recourse legislation"**

Section 42 of the Trusts (Guernsey) Law 2007 or any other provisions of similar effect in any law in any place that are applicable to the Trust.

## 11.8 Fixed deposits

These additional terms apply to fixed deposits with HSBC Private Banking (C.I.):

<b>Limitations</b>	<p>Fixed deposits can only be made:</p> <ul style="list-style-type: none"><li>• For periods that we allow</li><li>• In a single currency we approve</li><li>• For at least any minimum amount specified by us for a deposit in the relevant currency</li><li>• By debit from your current account</li></ul>
<b>Interest</b>	<p>Interest is only paid on the maturity of a fixed deposit. We'll tell you the rate of interest in the contract advice we provide in relation to the fixed deposit.</p>
<b>Maturity</b>	<p>On the maturity date, we'll pay the amount of the deposit together with interest to your current account or (if you ask and we agree) any other account with us.</p>
<b>Renewals/ reinvestments</b>	<p>If you want to reinvest the amount of the fixed deposit and accrued interest into another fixed deposit:</p> <ul style="list-style-type: none"><li>• For sterling accounts, we require your instructions before 10am Guernsey time on the maturity date or by any other time that we may advise separately</li><li>• For accounts in currencies other than sterling, we require your instructions two Business Days before the maturity date or by any other time that we may advise separately</li></ul> <p>We'll send you a contract advice in respect of any renewed deposit.</p>
<b>Early withdrawal</b>	<p>You may only withdraw a deposit during the deposit period if we agree. If we let you withdraw all or part of a fixed deposit during the deposit period, we'll charge you a fee and an interest adjustment amount, which will be calculated in accordance with the Schedule of Charges. We'll take these from your current account.</p>
<b>Set-off</b>	<p>Our rights of set-off are described in our Personal Banking and Private Banking Terms and Conditions.</p> <p>In connection with those rights, we can:</p> <ul style="list-style-type: none"><li>• Bring any fixed deposit period to an end early</li><li>• Adjust any interest payable</li><li>• Convert one currency to another at our then prevailing rate of exchange for that currency</li></ul> <p>We won't be liable for any losses caused by these actions.</p>
<b>Early termination</b>	<p>We may at any time and for any reason terminate a fixed deposit contract on or prior to the maturity date. Where possible, we'll give you reasonable advance notice of our intention to terminate any fixed deposit contract unless we are prevented from doing so by any applicable law or regulation.</p>

**Issued by:****HSBC Bank plc**

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**HSBC Private Bank (Suisse) SA**

HSBC Private Banking (C.I.) is the trading name of HSBC Private Bank (Suisse) SA, Guernsey Branch. HSBC Private Bank (Suisse) SA, Guernsey Branch is licensed by the Guernsey Financial Services Commission for Banking, Credit, Insurance Intermediary and Investment Business. HSBC Private Bank (Suisse) SA is registered in Switzerland number UID CHE-101.727.921. Registered office Quai des Bergues 9-17, 1201 Geneva (GE), Switzerland.

**HSBC Expat**

HSBC Expat is a division of HSBC Bank plc, Jersey Branch: HSBC House, Esplanade, St. Helier, Jersey, JE1 1HS. HSBC Bank plc, Jersey Branch is regulated by the Jersey Financial Services Commission. HSBC Bank plc is registered and incorporated in England and Wales with limited liability, number 14259. Registered office 8 Canada Square, London, E14 5HQ. HSBC Bank plc, Hong Kong Branch, is licensed by the Hong Kong Monetary Authority as an authorised institution and registered with the Securities and Futures Commission to conduct Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities under the Securities and Futures Ordinance (central entity number: AFJ824).