



C5/81932/0262172/179/00653  
Mr PE Lisewski  
40 Gledstones Road  
London  
W14 9HU



Dear Mr Lisewski

March 2013

## Changes to our Terms and Conditions

We are changing some of our terms and conditions and price lists as explained below.

The main reasons we are making these changes are:

1. We are changing how we deal with your instructions to cancel recurring debit card payments so you can cancel these with us or the retailer.
2. We are changing the way we deal with Direct Debits, standing orders and bill payments that you ask us to make on a future date. If there is an insufficient balance in your account to make the payment in the morning, we will do a further check to see if you have a sufficient balance for the payment to be made at 3.30pm.
3. From 8 May 2013 you will be able to withdraw cash, pay in cash or cheques and check your current account balance at Post Office® branches.

The changes to our terms and conditions and price lists will take place on the dates detailed below.

If you would like a full copy of the new terms and conditions and price lists they will be available from 1 April 2013 at [hsbc.co.uk](http://hsbc.co.uk) or you can call us on the numbers below.

**If you would like to discuss the changes please call us on freephone 0800 783 4984\*, by textphone on 08457 125 563, or from overseas on +44 1226 261 010.**

If, unfortunately, you choose not to accept the changes you have the right to close your account at no charge by calling us before they take effect. As a valued customer we hope this is not the case.

Yours sincerely

**Sarah Threadgould**

Head of Customer Communications

### **Full details of the changes**

#### **1. Cancelling recurring debit card payments**

On 1 April 2013 clause 17.5 of our General Terms and Conditions, clause 18.5 of our Livecash Terms and Conditions and clause 19.5 of our MyMoney and HSBC Premier Family Terms and Conditions which relate to recurring transactions on debit cards will be deleted.

Information about cancelling recurring transactions on your debit card will, from that date, be included in our Banking Made Easy brochure as follows:

## **Recurring Transactions**

*A recurring transaction, sometimes called a continuous payment authority, is a series of payments collected with your agreement from your card by a retailer or supplier (for example, insurance cover). This is an agreement between you and the retailer. The Direct Debit Guarantee does not cover these transactions. If you wish to cancel a recurring transaction you can do this with the retailer or us. If you contact the retailer you will also be able to deal with the agreement you have with them and you can make other arrangements for payment or cancellation of the goods or services. If you cancel with the retailer, we recommend you keep evidence of the cancellation. Once you have cancelled with the retailer or us, if the retailer does try to collect any future payments under the recurring transaction agreement, we will treat these as unauthorised. If we miss any of the cancelled transactions, please contact us.*

## **2. Future dated payments**

On 30 April 2013 we will be changing:

- clause 10.3 of our General Terms and Conditions and our Online Savings Terms and Conditions;
- clause 11.3 of our Livecash Terms and Conditions and our MyMoney and HSBC Premier Family Terms and Conditions; and
- clause 9.3 of our Young Savers Terms and Conditions to read as follows:

*This clause only applies to bill payments, standing orders and sterling Direct Debits.*

*If you do not meet the requirements set out in the previous clause, we will still make a payment that is due to be made on a working day if, before 3.30pm on the day the payment is due to be made:*

- *you pay in sufficient cleared funds; and*
- *there is still a sufficient available balance to enable the payment to be made at 3.30pm.*

*If the payment is due to be made at a weekend or on a bank holiday then we will make the payment if you meet the requirements of this clause on the next working day.*

## **3. Services available from Post Office® branches**

On 8 May 2013 we will be changing our General Terms and Conditions, our Livecash Terms and Conditions and our MyMoney and HSBC Premier Family Terms and Conditions to reflect the fact that from that date you can withdraw cash, pay in cash and check your sterling current account balance at Post Office® branches using your card (excluding savings cards). You can also pay in cheques at Post Office® branches but these will take one extra day to clear. You must have a card PIN to be able to use your card at Post Office® branches.

We have changed clauses 18.2, 18.3, 18.6 and 19.2, of our General Terms and Conditions, clauses 19.1, 19.2, 19.6 and 20.2 of our Livecash Terms and Conditions and clauses 20.1, 20.2, 20.6 and 21.2 of our MyMoney and HSBC Premier Family Terms and Conditions so they also refer to withdrawals from Post Office® branches. We have also changed the first paragraph of Clause 10 of our Current Account Terms so it applies to all services provided by the Post Office® and not just those provided to Basic Bank Account customers.

We have changed clause 19.1 of our General Terms and Conditions and clause 21.1 of our MyMoney and HSBC Premier Family Terms and Conditions to read as follows;

*You can pay cash in*

- *over the counter at one of our branches; or*
- *if you have a card issued by us, at one of our self service machines that allows payments to be made into your account; or*
- *to a current account, using the card issued on that account, at any Post Office® branch.*

*You must complete a paying in slip to pay in cash at our branches or at one of our self service machines. If you are paying in cash at a Post Office® branch, you must insert your card into the card reader on the counter and hand your cash to the cashier. Post Office® Local branches apply a maximum limit of £1,000. You must not send cash to us by post.*



#### 4. Early Bird Student Bank Account

From 1 April 2013 we will be removing all references to Early Bird Student Bank Account from our Current Accounts Terms and Conditions and our Student and Graduate Price List and Interest Rates document as this product is not currently on sale.

#### Other minor changes to our Terms and Conditions

5. On 1 April 2013 we will be changing:

- clauses 38.1 and 38.4 of our General Terms and Conditions;
- clause 32.4.1 of our Livecash Terms and Conditions;
- clauses 34.6.1 and 34.6.3 of our MyMoney and HSBC Premier Family Terms and Conditions;
- clause 30.4.1 of our Young Savers Terms and Conditions; and
- clauses 34.1 and 34.3 of our Online Savings Terms and Conditions

to reflect the fact that HMRC have removed the statutory definition of "ordinarily resident" in tax legislation and guidance. This means that all references to "ordinarily resident" in the above clauses have been removed.

6. On 1 April 2013 we will be changing the 5th bullet point of clause 9.1 of our General Terms and Conditions, the 5th bullet point of clause 10.3 of our MyMoney and HSBC Premier Family Terms and Conditions and the 5th bullet point of clause 10.2 of our Livecash Terms and Conditions to read as follows:

- not allowing anyone else to have or use your card, security devices. PINS or any of your security details (including for TBS) and not disclosing them to anyone, including the police, an account aggregation service and us, except your card number and other card details when you are using your card in connection with making payments, and your security details when registering for or resetting your TBS security details (but even then do not disclose them in full);

7. From 1 April 2013 the Financial Services Compensation Scheme wording will change to clarify that only compensation related queries should be directed to the FSCS. The full wording is set out below:

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and small businesses – are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to GBP 85,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be GBP 85,000 each (making a total of GBP 170,000). The GBP 85,000 limit relates to the **combined** amount in all the eligible depositor's accounts with the bank, including their share of any joint account, and not to each separate account.

**first direct** and HSBC are both trading names of HSBC Bank plc and customers who hold deposits under both trading names will only be eligible for one claim of GBP 85,000 in total.

For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website [FSCS.org.uk](http://FSCS.org.uk) or call the FSCS on 020 7741 4100 or 0800 678 1100. Please note only compensation related queries should be directed to the FSCS.

\* Calls may be monitored and/or recorded. Textphone: 08457 125 563. Overseas: +44 1226 261 010

**HSBC Bank plc**, Customer Information, PO Box 6201, Coventry CV3 9HW.

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We have changed clause 20.1 of our Livecash Terms and Conditions to read as follows;

*20.1 You can pay cash in*

- *over the counter at one of our branches; or*
- *if you have a card issued by us, at one of our self service machines that allows payments to be made into your account; or*
- *if you have a card, by using your card at any Post Office® branch.*

*You must complete a paying in slip to pay in cash at our branches or at one of our self service machines. If you are paying in cash at a Post Office® branch, you must insert your card into the card reader on the counter and hand your cash to the cashier. You must not send cash to us by post.*

We have changed clause 20 of our General Terms and Conditions and added a new clause 22 to our MyMoney and HSBC Premier Family Terms and Conditions as follows:

*20. Cash withdrawals and cash and cheque payments in at Post Office® branches*

*If you have a sterling current account you can use your card and card PIN at all Post Office® branches in England, Wales, Scotland and Northern Ireland, but not in the Channel Islands and Isle of Man, to check your balance, pay in cash and withdraw cash from your sterling current account. You must have a Card PIN to be able to do this. You can also pay cheques in to your sterling current account at all Post Office® branches by completing a pre printed paying in slip from your paying in book or cheque book and handing this to the Post Office® cashier in a paying in envelope.*

We have added a new clause 21 to our Livecash Terms and Conditions as follows:

*21 Cash withdrawals and cash and cheque payments in at Post Office® branches*

*You can use your card and card PIN at all Post Office® branches in England, Wales, Scotland and Northern Ireland, but not in the Channel Islands and Isle of Man, to check your balance, pay in cash and withdraw cash from your current account. You must have a Card PIN to be able to do this. You can also pay in cheques at all Post Office® branches by completing a pre printed paying in slip from your paying in book and handing this to the Post Office® cashier in a paying in envelope.*

We have added a new third bullet point to clause 21.1.1 of our General Terms and Conditions as follows:

- *if we have agreed in advance that you can cash a cheque at any Post Office® branch, the amount will be deducted from your account three working days after you have paid it in, provided you pay it in before the relevant Post Office® cut off time.*

We have added the following paragraph to the end of clause 21.2.1, of our General Terms and Conditions:

*If you pay a cheque in at a Post Office® branch before the relevant Post Office® cut off time, we should receive your cheque from the Post Office® on the next working day. The timescales set out in clauses 21.2.2 - 21.3.6 will start on the working day we receive your cheque from the Post Office®.*

We have added the following paragraph to the end of clause 22.3.1, of our MyMoney and HSBC Premier Family Terms and Conditions:

*If you pay a cheque in at a Post Office® branch before the relevant Post Office® cut off time, we should receive your cheque from the Post Office® on the next working day. The timescales set out in clauses 22.3.2 - 22.4.4 will start on the working day we receive your cheque from the Post Office®.*

We have added the following paragraph to the end of clause 21.1.1, of our Livecash Terms and Conditions:

*If you pay a cheque in at a Post Office® branch before the relevant Post Office® cut off time, we should receive your cheque from the Post Office® on the next working day. The timescales set out in clauses 21.1.2 - 21.2.5 will start on the working day we receive your cheque from the Post Office®.*