

Our Account Terms and Conditions and Charges

Effective from **23 November 2021**



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Part 1 - Our Agreement.

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

By opening an account with us, you're setting up an agreement between **first direct**, a division of HSBC UK Bank plc and you, the person or persons we've opened one or more accounts for. You'll find the terms of that agreement here.

This agreement covers all our personal banking accounts and services including our 1st Account, Basic Bank Account and savings accounts. A personal account is for making or receiving personal account payments only. It's not for business accounts, or (unless we tell you or agree otherwise) holding money for someone else, for example in a trust. Ask us if you need more information about those kinds of accounts or services.

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

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

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

Some useful information.

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

(!) Useful information for you.

What you can do with your account.

There are lots of ways you can use your account:



Mobile Banking – By downloading the App.



Online Banking – At [firstdirect.com](https://www.firstdirect.com)



Phone Banking.



At any HSBC UK branch – Including using self-service machines.

There are some services available at cash machines and at the Post Office®.

Visit [firstdirect.com/banking/ways-to-bank](https://www.firstdirect.com/banking/ways-to-bank) to find out more.

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

Current accounts

If you have a **first direct** current account, we offer a debit card for making payments (including contactless payments).

With a 1st Account, you can also

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

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

Read all about benefits by visiting [firstdirect.com/banking/current-account](https://www.firstdirect.com/banking/current-account) or ask us.

Savings accounts

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

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

1. How we'll keep in touch.

Contacting us.

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

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

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

Contacting you.

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

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

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

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

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

We'll sometimes need to contact you about your account and your relationship with us. It's important your contact details are correct and up to date. If anything changes, you must tell us as soon as you can but always within 30 days. If you don't, we won't be responsible if you don't get information or notices from us.

Access to our services for everyone.

We usually communicate in English.



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

(!) Useful information for you.

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

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

Just let us know what you need.

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

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

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

2. Checking it's you and keeping your account secure.

When you access your account, we need to check we're dealing with you. We also need to check the request we're following comes from you (or someone acting for you). If we get a cheque, for example, we'll check that the signature on it matches our records.

If you're in a HSBC UK branch, we may ask for photo ID (for example, a driver's licence). For everything else, if your security details are used, we'll assume it's you. We'll treat the request as if you had authorised it. That's why you must be careful to keep your security details private and not let anyone get access to any devices you use to make payments.

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

What do we mean by 'security details'?

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



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



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



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



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

What do we mean by 'payment device'?



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

Keeping your account secure.

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

(!) Useful information for you.

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

(!) Useful information for you.

Tips for preventing misuse of your accounts.

Things you should do.

- Keep your security details and payment device safe.
- Safely destroy any security details we send you, for example, if we send you a letter confirming your PIN.
- Sign your card when you receive it.
- Use different security details for different things, for example, if you have more than one card, have different PINs for each.
- Take care when using your security details. Make sure no one can hear or see your security details when you use them.
- Change your security details straight away. Tell us as soon as possible if you suspect, or you know, that someone else knows your details.
- Take care when you transfer a payment device to someone else (for example, if you sell your phone or give it to someone for repair). You should delete cards stored on it or in any e-wallets. You should also delete any biometric access (such as fingerprint, face or voice ID) including access from any linked device.

Things you shouldn't do.

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

You can find more tips on our website.

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

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

- When someone else tries to access, or has accessed, your account using a cheque or payment device (and whether or not they have your security details).
- Or if a cheque, payment device or security details have been lost or stolen.

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

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

(!) Useful information for you.

If you're not sure if one of your cards is lost, you can also place a temporary freeze on it by calling us or through the App. This will block any transactions until you unfreeze it, or report it lost, stolen or damaged.

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

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

If you want to use a TPP, this agreement between us still applies. When you sign up to use TPP services you need to give the TPP your permission for them to do these activities on your account. TPPs need to be authorised or have permission from the UK Regulator, the Financial Conduct Authority (FCA) to carry out their services. You should check the information the TPP gives you carefully to make sure they're authorised.

If you give your security details to a TPP, we'll assume that it's you who's allowing us to let them see information about your accounts and to initiate payments. **You'll be responsible for any payments made as a result.** But if we're aware that an unauthorised third party is using your security details, we'll block access to your accounts.

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

4. Can someone else act for you?

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

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

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

(!) Useful information for you.

To find more information about what to do, visit firstdirect.com/help/life-events/someone-else-managing-your-money.

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

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

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

We'll remove a third party mandate straight away. We'll do this if:

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

5. Joint accounts.

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

If we agree to provide an overdraft, you'll each be responsible for repaying it. If one of you tells us there's a dispute between you, all of you must agree to what is done on the account. But if there's no money in the account and no overdraft, any one of you can ask us to close it.

If this happens, we'll also have to restrict or block your Mobile and/or Online Banking. We'll also ask you to destroy any cheque books or debit cards (or remove them from any e-wallets or devices they're registered on) for affected accounts.

We won't convert a joint account into a sole account unless one of the account holders has died. You can change a sole account to a joint one. If you do this, any new account holder can see all the account information. This includes from when it was a sole account.

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

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

6. Restricting your account access.

Blocking your payment device and your access to services.

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

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

We'll only block if we reasonably believe it's necessary. And we'll usually let you know why as soon as we reasonably can, unless we're prevented by law or any regulation or for security reasons. We'll unblock the payment device when the reason for blocking it ends.

If you don't use your account.

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

Giving each other information

7. Statements and other information we'll give you.

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

You can always get information about payments into or out of your account (and about interest we pay or charge and any other charges). You can get this using Mobile, Online and Phone Banking, from cash machines or in HSBC UK branches.

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

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

You can ask us for a copy of your statement. We'll also send you a summary of any charges on your accounts every 12 months. If you close your account, we'll send you a closing statement.

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

Text Message Banking

Text Message Banking is an additional free service for use in the UK.

If you're registered for this service, we'll send text message updates to your chosen mobile number so it's important you tell us if this changes. Some mobile phones or network operators may not support this service.

You can arrange to have text messages for each account. These show:

- A weekly mini statement showing how much is in your account. It also shows five recent transactions. We stop these if you don't use your account for 90 days.
- When there's a payment in or out of your account above a limit you set. We'll also tell you the total amount in your account after the payment.
- Your last five transactions when your account goes above, or drops below, a limit you set. We'll also send this message every day something happens in your account while it's still above/below that limit.

If two or more events happen on the same day, we'll send you one 'multi-event' message rather than separate ones, where that's possible.

We can only send each message once. We can't provide copies so you should save any you might need for future reference.

We don't charge for sending you text messages but your mobile network operator may charge you to receive them. Texts are correct at the time we send them but other payments may be made to or from your account later that day. We may not be able to make a payment if you don't have enough money in your account or within your arranged overdraft limit.

We'll let you know if there's been a problem at our end. But if you don't receive your message or it's incomplete, it may be due to a fault with your phone's network operator or any you use while abroad.

How you make changes

You can arrange, change or cancel your messages by giving us a call. You'll need to let us know before 10pm if you'd like your changes to start from the next working day.

You can also pause your messages when you go abroad and restart them automatically when you get home to avoid any extra charges that might be payable to your mobile provider while you're away.

Security precautions

We recommend you keep your mobile phone safe and protect it with a PIN code and/or biometric information (fingerprint, voice etc).

If you think any of your messages are wrong, let us know as soon as possible and we'll look into this for you.

We may stop sending you messages if we believe you aren't receiving them (or someone else is) but we'll let you know in writing if we do this.

8. Your information – when we need it and what we do with it.

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

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

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

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

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

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

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

9. About tax.

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

Payments in and out of accounts

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

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

What's a working day?

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

Making payments in a foreign currency or outside the UK:

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

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

10. Paying money into your account.

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

Cash and electronic payments.

How you pay the money in	When you can use the money and when it counts for working out interest
Cash	
A HSBC UK branch counter	Straight away
UK Post Office® branches by debit card Limits apply to the amount of cash you can pay in. These can change at any time. You can find the latest limits when you pay in cash, by asking us or visiting: firstdirect.com/banking/ways-to-bank/branch-facilities	Straight away
HSBC UK Self-service machines that accept payments in	Straight away if the machine says it automatically counts your cash. If it doesn't, then the same working day (or the next working day if you pay in after the cut-off time displayed on the machine)
Other banks (if they allow this they may charge). This also applies to HSBC UK branches in the Channel Islands and Isle of Man	Right after we receive it

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

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

Foreign currency cash payments

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

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

All other payments (apart from cheques)	
In pounds sterling	Straight away
In foreign currency	Right after we've converted it into pounds sterling using the first direct Exchange Rate at the time we receive the payment

Cheques

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

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

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

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

- 3.30pm; or
 - when counter service closes,
- whichever is earlier. So if a counter closes at 3pm, that will be the cut-off time. If you pay in after the cut-off, the timings will begin from the next working day.

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

If a cheque has been paid into your account but is returned unpaid (for example, it bounces), we'll tell you and take the money back out of your account. This may put you into an unarranged overdraft. We may be able to ask for payment again from the paying bank.

(!) Useful information for you.

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

Foreign currency cheques

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

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

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

Negotiate

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

Collect

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

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

11. How you can make payments from your account.

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

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

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

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

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

We explain more about these types of payments below.

Ways to make payments



Cash withdrawals

You can make cash withdrawals at any HSBC UK branches or at Post Office® branches (where this service is offered), or by using a cash machine.

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

(!) Useful information for you.

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



Debit card payments

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

What do we mean by card scheme?

This means card network operators such as Visa or MasterCard.

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

You can find more information about using your card outside the UK, including the costs by visiting [firstdirect.com/using-your-cards-abroad](https://www.firstdirect.com/using-your-cards-abroad).

If your personal circumstances change, we may replace any debit card we've sent you with a different type.

Faster Payments online (some accounts only)

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



Clearing House Automated Payment System (CHAPS) payments

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



Standing orders and Direct Debits

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

You can also set up Direct Debit payments.



Paying by cheque (some accounts only)

Our cheques can only be used to make payments in pounds sterling. To make a cheque payment, write the name of the person you're paying, the amount in numbers and words, and the date. Don't forget to sign it.

If you want to cancel a cheque you must tell us the same details and the cheque number. For imaged cheques, you'll need to do this before the imaging process begins. We can't cancel it after it's been imaged.

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

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

(!) Useful information for you.

A few tips to keep cheques secure:

1

Write clearly in blue or black ink.

Try to write so that the cheque can still be read, but there's no room to add anything in any gaps.

2

If you're paying a bill, you may need to add a reference number to make sure the payment goes to the right place.

3

Draw lines through any blank space on the 'pay' line.

first direct Date 01/01/21

Pay **1** Mr Andy Sample

One thousand pounds

2 Insert reference here

3 £1,000

Signed [Signature]

Cheque No	Account No	Branch Sort Code
00-01-23	01234567	00001



Paym

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

(!) Useful information for you.

Getting payments right - some tips.

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

The information we need from you.

To send money from your account, we usually need the sort code, account number (or the equivalent details for payments outside the UK). We'll usually also ask for the full name of the person you're sending money to, or where available, a number that is linked to these, such as a mobile phone number. We might also need some other information.

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

Cut-off times.

The 'cut-off time' is the latest time on any day that we can do things you ask us to, or add a payment to an account.

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

The table below gives you information on the timings of your payment.

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

Sending money	Cut-off time	When the money will reach the bank of the person you're paying
Sending money within the UK in pounds sterling		
To another first direct account (including sweep facility transfers from your 1st Account to your savings account)	11.45pm	Straight away
To an account held with HSBC UK or M&S Bank.	11.45pm if less than £50,000	Straight away
	7:30pm if £50,000 or more	
To account at other banks	11.45pm (Faster Payment)	Straight away
	4.45pm (CHAPS)	Same working day
Sending money in foreign currencies or outside the UK in pounds sterling		
To another account within the UK in a foreign currency or where there's a currency exchange	3.30pm for euro 6pm for US Dollars Check with us for other foreign currencies.	Next working day
To accounts in the EEA in any EEA currency.	3.30pm for euro and pounds sterling Check with us for other foreign currencies.	Next working day
All other payments outside the UK	6pm for US Dollars Check with us for other foreign currencies. We can't make payments in some currencies.	Usually up to four working days



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



To make a regular payment (for example, a standing order) using Mobile, Online or Phone Banking you must set it up with us at least two working days before the date you want to make it.



Most payments will reach the person you're paying within the times set out in the table above. But sometimes it may take longer to allow us to complete our checks.

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

(!) Useful information for you.

What's the EEA? The EEA (or European Economic Area) is all member states of the European Union and Iceland, Liechtenstein and Norway.

Following Brexit, the UK is no longer a member of the EEA.

Sending money electronically in a foreign currency

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

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

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

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

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

We can't cancel any **immediate payments** such as debit card, online transfers, or Phone Banking payments. You'll need to contact the person you've paid if you want your money back.

Other payments can be cancelled if you contact us by the deadline shown below on or before the working day before the payment is due to be made. You can also cancel regular card payments with the retailer.

Payment type	Deadline
Sending money electronically to any account held with us or another provider	11.45pm (on the day before we send it)
Automatic transfers to any account held with us	11pm (on the day we send it)
Outside the UK or by CHAPS	10pm
Standing orders	11pm
Direct Debits	4.30pm

If you cancel a Direct Debit or regular card payment, you should also tell the organisation or retailer that collects the payment. This is so they can cancel or change it (and any future payments) as well. If payments you've cancelled are still collected (for example, by the retailer), we'll treat the payment as unauthorised and give you a refund straight away.

If you haven't used a Direct Debit or standing order that you've set up for 24 months, we'll cancel it.

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

Payments into your account by mistake or fraud

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

- If we pay any money into your account by mistake or because of a system error, we'll take it back.
- If we suspect any payment into your account was made by fraud, we can remove it without asking you.
- If you don't have enough money in your account or under an arranged overdraft when we return a payment, this will put your account into an unarranged overdraft.

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

(!) Useful information for you.

What's SEPA?

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

If you tell us it wasn't a mistake we won't return it. However, we're required by law to share all the information about it with the bank the payment came from, if they ask us to.

This will include your name and address and the payment information. This is so that the person who made the payment can contact you directly.

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

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

For any other payments (including CHAPS)

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

When we can refuse to accept or make payments

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

Some examples of when we might do this are set out below.

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

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

- There isn't enough money in your account (including your overdraft amount).
- We can't confirm the identity of the person you're paying.
- You haven't given us the account or reference details.
- We know the details you gave us are incorrect.
- You've asked us to send the payment in a certain way (for example, by Faster Payments) and the other person's bank doesn't accept them.
- You haven't given us any extra information about the payment that we've reasonably asked for.
- The payment is over a limit that we tell you when you try to make it.
- We reasonably believe that certain things have happened.
 - There's been a breach of security or misuse of your account, security details or a payment device.
 - There's been fraudulent or criminal activity of any kind. It doesn't matter whether it's linked to your account or your relationship with us and it's reasonable for us not to make the payment.
 - The payment would cause us to break the law. Or to do it would go against a regulation or code we follow, a court order or other duty, or requirement.
 - The payment could mean we face action or criticism from any government, regulator or law enforcement agency.
 - Someone else may have a claim over the money.

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

When we get a request to make a payment or pay a cheque from your account on a specific day, we check you have enough money to pay it. This check includes any arranged overdraft, but not sweep transfers into your account. You can find more information about 'sweeping' by visiting [firstdirect.com/current-account](https://www.firstdirect.com/current-account).



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



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

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

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

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

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

If there's a problem with a cheque or other payment, we'll try to tell you as soon as possible.

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

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

This section is about four main things.

Incorrect payments

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

Unauthorised payments

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

Mistaken payments

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

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

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

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

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

Things to consider about refunds

Question		Answer
<p>What should you do if you</p> <ul style="list-style-type: none"> • notice an incorrect, mistaken or unauthorised payment or • think you've been tricked into sending money to a fraudster? 	→	<p>You must call us as soon as you can.</p>
<p>What will we do when you tell us about an incorrect payment or unauthorised payment?</p>	→	<p>We'll normally refund the money before the end of the next working day after you tell us. We'll do it sooner if we can.</p>
<p>What will we do when you tell us you've been tricked into sending money to a fraudster?</p>	→	<p>We'll look into this and follow industry guidelines. We'll let you know whether you're entitled to a full or partial refund, usually within 15 working days after the day you told us. It may take longer in exceptional circumstances. If you're entitled to a refund, we'll give you this without delay.</p>
<p>Will we always make a refund?</p>	→	<p>No. We won't always make a refund. We explain some of the reasons why we won't always make a refund below.</p> <ul style="list-style-type: none"> • For an incorrect payment, if we can prove that the bank of the person you paid received the payment. • For an unauthorised payment, if we know you've been extremely careless or we reasonably suspect fraud on your part. • For an incorrect or unauthorised payment if you don't tell us within 13 months after it was made. <p>This doesn't apply to unauthorised payments made using an overdraft.</p> <ul style="list-style-type: none"> • If we believe it's clear you should have known you were sending money to a fraudster. We'll always consider all the circumstances before we make our decision.
<p>Can we take back a refund we've made?</p>	→	<p>Yes. We can take back refunds (after giving you reasonable notice) in some cases:</p> <p>For incorrect payments - we can show that the payment was received by the other person's bank.</p> <p>For unauthorised payments - we can prove that you acted fraudulently. Or that it was made because you intentionally failed to keep your payment device safe (or you were extremely careless). For example, you knowingly gave your debit card and PIN number to someone else.</p>

Unauthorised payments

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

Incorrect payments and mistaken payments

Question		Answer
<p>What happens if:</p> <ul style="list-style-type: none"> • you tell us about an incorrect payment more than 13 months after it was made; or • there's been a mistaken payment? 	→	<p>We won't give a refund but we'll try to help you recover your money if you ask us to. We can contact the bank that's received your payment, usually within two working days, to try to get the money back. This might take longer for payments sent outside the UK. You just need to ask us to do this.</p> <p>We may charge our reasonable costs for doing it, but we'll tell you the maximum amount you'll pay first.</p> <p>If the payment was to another bank in the UK and we can't recover your money, you can try to get the money back yourself. That also applies to euros payments sent to a bank within the EEA using SEPA. If you need to do this, you can ask us to help you by writing to us. We'll give you all the information we've been given by the bank that received the payment.</p>

15. Refunds

For debit card payments

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

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

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

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

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

For Direct Debit payments

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

For payments you make using Pay by Bank app

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

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

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

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

About overdrafts

16. Overdrafts

(!) Useful information for you.

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

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

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

Types of overdraft

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

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

Interest free overdraft amounts

On our 1st Account we offer interest free overdraft amounts. This means we'll only charge interest on the amount you borrow over this amount. If you choose to link your 1st Account to an Offset Mortgage, you won't get any interest free amount on your overdraft. Instead, our mortgage rate will apply to your overdraft.

Helping you manage your finances

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

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

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

(!) Useful information for you.

Problems with money?

If you have money worries, we'll do what we can to help. Just visit [firstdirect.com/money-worries](https://www.firstdirect.com/money-worries) or call us on our usual number.

Our relationship with you

17. Our ‘right of set-off’ to reduce the amount you owe us

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

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








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

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

In this section, ‘we’ and ‘us’, for these purposes, includes **first direct** and any HSBC Group Company worldwide.

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

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

You 	Money in account for you only	Set-off against money owed by:	You 	or	You and person x 		
You and person x 	Money in account for you and person x	Set-off against money owed by:	You 	or	Person x 	or	You and person x 

18. Changes we can make

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

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

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

All changes (including changes to benefits that apply to some accounts but excluding changes to exchange rates)

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

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

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

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

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

Change	Notice we give you before we make the change		Notice we give you after we make the change
	At least two months	At least 30 days	Within 30 days
<ul style="list-style-type: none"> Increasing interest rates we pay you. Reducing the overdraft charges or interest rates you pay us. Changes to your advantage relating to account benefits, cheques or set-off. 	X	X	✓
<ul style="list-style-type: none"> Increasing interest rates you pay us. Increasing overdraft charges. 	X	✓	X
<ul style="list-style-type: none"> Reducing interest rates we pay you. Changing any other charges. All other changes. 	✓	X	X

(I) Useful information for you.

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

Your rights when we tell you about a change

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

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

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

You'll always find the most up to date version of our terms by visiting [firstdirect.com/terms-and-conditions](https://www.firstdirect.com/terms-and-conditions) — if you prefer a paper copy, give us a call on the usual number.

Changes we can make without telling you in advance

Reference exchange rates

The **first direct** Exchange Rate is based on the foreign currency market for each currency we offer. You can get details of these rates by contacting us.

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

19. Closing your account or ending this agreement

How you can close your account or end this agreement

If you want to close any of your accounts with **first direct**, all you need to do is tell us.

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

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

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

If you close the account during the cooling off period, we'll ignore any charges (apart from any you've already paid).

We'll close the account and send you the amount in it (and any interest). Any account benefits will end.

If you cancel a savings account, we'll repay the balance and any interest you've earned to your current account unless you ask us to pay it into another account with us.

(I) Useful information for you.

Switching to another bank

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

How we can end this agreement and close accounts

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

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

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

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

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

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

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

This agreement will end when all your accounts covered by this agreement are closed.

Paying what you owe before closing or switching the account

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

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

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

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

20. How we can transfer accounts

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

- We're withdrawing a type of account.

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

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

21. Transferring this agreement

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

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

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

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

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

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

23. Which country's courts and laws apply?

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

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

Information to help manage your account

Your information and how we look after it

Make sure you read our Privacy Notice.

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

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

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

Using your information for payment services

When you open an account with us, you agree to these account terms. So that we can provide payment services to you, you agree that we can access, process, and keep information you give to us. It won't affect any rights and duties either of us have under data protection laws.

You can withdraw your consent by closing your account. If you do this, we'll stop using your information for this purpose, but may continue to process it for other purposes.

If you have a complaint

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

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



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



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



complaint.info@financial-ombudsman.org.uk



financial-ombudsman.org.uk

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

How your money is protected

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

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

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

Switching you to another bank

If you give us the details we need, we'll transfer the money in your account to your new account in the UK. We'll work out how much interest we owe you and if there's anything you owe us. We'll give you the information we have about payments set up on your account so you can transfer them. We won't charge you for this.

Unclaimed assets scheme

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

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

Authorisation details

first direct is a division of HSBC UK Bank plc.

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

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

Part 2 - Additional product terms

Additional product terms

In this section, we set out the extra terms that come with particular accounts – both current and savings accounts. If there are any differences between what we say in Part 1 and Part 2 of this Agreement, the terms in Part 2 will apply.

Features

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

- In the brochure we give you when you open your account.
- On our website [firstdirect.com/terms-and-conditions](https://www.firstdirect.com/terms-and-conditions).
- By asking us.

1st Account

Eligibility: You must be aged 18 or over to apply.

Account features:

You can ask for an arranged overdraft on this account.

A contactless debit card and cheque book to use with your account.

You can send and receive money, pay in cash or cheques, check your balance and make cash withdrawals at HSBC UK Bank and Post Office® branches.

You will have access to **First Directory**. This is a package of benefits available to 1st Account holders for a monthly fee. The benefits include Worldwide Travel Insurance, Motor Breakdown Assistance, Mobile Phone Insurance, reduced fee foreign currency cash machine withdrawals, leisure benefits and offers. For more information, visit [firstdirect.com/banking](https://www.firstdirect.com/banking)

Automatic sweeping: You can automatically 'sweep' spare money into one of our savings accounts on whichever day you want, to help you save. You can find more information about 'sweeping' by visiting [firstdirect.com/current-account](https://www.firstdirect.com/current-account).

Managing your account: You can manage your account using Mobile, Online or Phone Banking, HSBC self-service machines and by post.

Basic Bank Account

Our Basic Bank Account is designed to offer a limited banking service for existing customers in financial difficulties, so we don't offer them with arranged overdraft or cheque books.

Eligibility: You can't already have a current account with another UK provider.

Account features:

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

We'll give you a debit card to use with your account.

You can send and receive money, pay in cash and cheques and make cash withdrawals.

You can check your balance at HSBC UK Bank and Post Office® branches.

Managing your account: You can manage your account using Mobile, Online or Phone Banking, HSBC self-service machines and by post.

(!) Useful information for you.

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

Savings accounts

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

With one of our savings accounts you can:

- Access your account through Mobile, Online and Phone banking, or by post.
- Also send and receive money.

You can't:

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

You must have a 1st Account when you apply for a savings account and for as long as you have the account.

Regular Saver Account

Eligibility: You can only have one Regular Saver and it can only be in your sole name.

Maximum Monthly Balance: You can save between £25 and £300 each month, up to a Maximum Monthly Balance of £3,600. If your regular payments are less than £300, you can carry your allowance over and increase your standing order in later months. The Maximum Monthly Balance increases by £300 each month. For example:

- Month 1: £300
- Month 2: £600
- Month 3: £900.

Account Conditions: You must make a payment of between £25 and £300 (in multiples of £5) from your 1st Account to open the Regular Saver. You'll then need to make 11 more payments by standing order from your 1st Account up to the Maximum Monthly Balance.

Paying in by standing order: Once a month you need to make a standing order payment from your 1st Account into your Regular Saver on the same day you opened your Regular Saver or the next working day. You can only make one payment to your Regular Saver each month. You can change the amount of your standing order by calling us, but you can't change the date.

Taking money out: You can't take part of your balance out – only the whole amount.

Interest: We work out interest each day on the balance and pay it on the anniversary of the account opening. If you close the account early, we'll pay you interest at the relevant Savings Account rate. If you save more than the Maximum Monthly Balance, we'll pay you interest on the extra at the relevant Savings Account rate.

Account switching: If you're switching your 1st Account to another provider using the Current Account Switch Service and it's in credit, we'll send your total balance (including interest at the relevant Savings Account rate) to your new account. If your 1st Account is overdrawn on the day of the switch, we'll close your Regular Saver on the working day after, use the money to repay the debt then send any remaining money to you.

Maturity: Your account will mature and close on the first anniversary of the date it was opened. We base this on a 365 day year. We'll transfer the final balance to another savings account with us.

If you have one of our Everyday e-Saver or Savings Accounts in the same name as your Regular Saver, we'll transfer your money and interest to that account. If you have both, we'll transfer to the one with the highest interest rate at the time. If you don't have one of these accounts, we'll convert your Regular Saver into a new Savings Account in the same name. It can take up to five working days for the account to convert and you'll earn interest at your new account's rate during that time. If you need access to it while this is happening, call us.

Regular Saver Account... continued

Closing your account: You can close your account at any time by sending us a message using Online Banking, by giving us a call or by writing to us.

If you close your account before its first anniversary, we'll pay you interest up to the date it closes at the relevant Savings Account rate and pay your money (including any interest) into your 1st Account unless you tell us to pay it somewhere else. If we close your account early for any reason, for example, where continuing to provide it means we might break a law, regulation or code - we'll pay interest at the Regular Saver rate until the date we close it.

Closing statement: We'll send you a closing statement by post.

Savings Account

Taking money out: You can take money from the account at any time. But you can only pay money out of the account by internal transfer to another account with us.

Interest: We pay interest monthly.

Automatic sweeping: You can automatically 'sweep' spare money into one of our savings accounts on whichever day you want, to help you save. You can find more information about 'sweeping' by visiting firstdirect.com/current-account.

Account features: The account can be used as a Linked Account for any Offset Mortgage you have with us.

Bonus Savings Account

Account conditions: You can only have one Bonus Savings Account and it can only be in your sole name.

Taking money out: You can take money from the account at any time. But you can only pay money out of the account by internal transfer to another account with us.

Interest: We pay interest monthly. If you don't close your Bonus Savings Account or make a withdrawal during a calendar month that month's interest will be paid 'with bonus'. If you close or make a withdrawal, your interest will be paid 'without bonus'. You can find more information on bonus rates in our Interest Rates and Charges document.

Automatic sweeping: You can automatically 'sweep' spare money into one of our savings accounts on whichever day you want, to help you save. You can find more information about 'sweeping' by visiting firstdirect.com/current-account.

Account features: The account can't be used as a Linked Account for any Offset Mortgage you have with us.

Fixed Rate Savings Bond

Applying: We need to receive your Bond application before the issue start date which you can find by visiting firstdirect.com/fixed-rate-saving.

Eligibility: You can have more than one Bond.

Initial deposit: You can only make one deposit of £22,000 or more (up to a maximum of £1million) into the Bond when it's opened.

Your deposit needs to be paid from a **first direct** account. We can only accept cleared money so we can't accept a cheque. If cleared money isn't available when we process your application, we won't be able to open the Bond. We also can't open the Bond if your funds clear after the start date of a Bond issue.

Fixed term: This is a Fixed Term Savings Bond. The term of the Bond will be set out in the information sheet we send you before it's issued.

Taking money out: You can't take part of your balance out – only the whole amount. If you remove your deposit before the end of the fixed term, we'll charge a fee of £100.

Interest: The interest rate of the Bond will be set out in the information sheet we send you before it's issued.

Cooling-off period: There's no cooling off period.

Statements: We'll provide quarterly statements on paper.

Maturity: At the end of the fixed term we'll pay any remaining deposit and your interest into a new savings account.

Joint Bonds: You'll need to call us to set up a joint Bond. We can only accept deposits made from a **first direct** account in the same joint names.

If you die: If you die during the Bond term, we'll pay your deposit and interest to the person dealing with your estate at the end of the fixed term. If your deposit is made in joint names, this payment will be made to the other party instead.

Account features: The Bond can't be used as a Linked Account for any Offset Mortgage you have with us.

Everyday e-Saver (No longer on sale)

Taking money out: You can take money from the account at any time. But you can only pay money out of the account by internal transfer to another account with us. If you don't have any other accounts with us, you can tell us one account to send your money to or ask us for a cheque.

Interest: We pay interest monthly.

Statements: We'll provide a statement each month through Online Banking.

Contacting you: We can contact you about your account by sending a message through Online Banking. You'll need to log in to Online Banking to check your messages and balance at least once every 30 days.

Automatic sweeping: You can automatically 'sweep' spare money into one of our savings accounts on whichever day you want, to help you save. You can find more information about 'sweeping' by visiting firstdirect.com/current-account.

Account features: The account can't be used as a Linked Account for any Offset Mortgage you have with us.

Everyday Savings Account (No longer on sale)

Taking money out of your account: You can take money from the account at any time. But you can only pay money out of the account by internal transfer to another account with us.

Interest: We pay interest monthly.

Automatic sweeping: You can automatically 'sweep' spare money into one of our savings accounts on whichever day you want, to help you save. You can find more information about 'sweeping' by visiting firstdirect.com/current-account.

Account features: The account can be used as a Linked Account for any Offset Mortgage you have with us.

Part 3 - Interest rates and charges

Interest rates and charges

Important information about interest rates and charges

We'll tell you your interest rate when we open the account and you can contact us to find out your current rate. All of our current rates are also shown in our Interest Rates and Charges document. You can call us for a copy or view them by visiting firstdirect.com/terms-and-conditions.

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

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

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

Taxes or costs may apply to you that:

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

Sending money in foreign currencies

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

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

Ways to pay charges		
Shared	Beneficiary	Sender
I want to pay first direct's fees	I want the payee to pay all the fees	I want to pay all the fees
With shared (SHA) charging, charges are split. <ul style="list-style-type: none"> You pay first direct's charges. The person receiving the payment pays any other charges. 	With beneficiary (BEN) charging, the person receiving the payment pays all of the charges. <p>That includes first direct's charges and any other charges that apply.</p>	With sender (OUR) charging, you pay all of the charges. <p>That includes first direct's charges and any other charges that apply.</p>

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

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

Charges for overdrafts

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

Arranged and unarranged overdrafts

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

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

Interest Rates and Charges

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

Account	Overdraft Annual Interest Rate	Overdraft EAR (Effective Annual Rate)	Arranged Overdraft Interest free amount
1st Account	34.05%	39.9% EAR variable	£250
1st Account linked to an Offset Mortgage	Same as your linked mortgage	Same as your linked mortgage	None

Unarranged overdrafts

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

Monthly cap on unarranged overdraft charges

Each current account will set a monthly maximum charge for:

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

This cap covers any:

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

Account	The Monthly Maximum Charge
1st Account	£20
1st Account linked to an Offset Mortgage	£20

Other charges

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

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

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

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

Other charges	To	Charges for		
		Telephone Banking	Mobile or Online Banking (if it's available)	Post
Sending money within the UK by CHAPS	Any other account	£17	N/A	£17
Sending money in euro within the UK or the EEA	Any other account	Free	Free	Free
Sending money in <ul style="list-style-type: none"> • any currency (other than euro) outside the UK • Euro outside the UK and the EEA • any foreign currency (other than euro) within the UK 	first direct or HSBC accounts	Free	Free	Free
	non- first direct or non-HSBC accounts	£5	£5	£5

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

If we send money outside the UK, we may use an intermediary bank. The intermediary and the bank receiving the money may apply their own charges. This could include payments sent through, or to, another HSBC bank.

Foreign currency payments by debit card

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

Account	Fees for a debit card payment in a foreign currency.	Fees for a cash withdrawal in foreign currency, or from a cash machine outside the UK.
From all accounts	2.75%	2.75% plus a fee of 2%* (minimum £1.75, maximum £5).

** If you're a First Directory customer and your First Directory fee is paid from your 1st Account, we won't charge you the usual Cash Fee (2%, minimum £1.75, maximum £5.00) for cash withdrawals in foreign currency outside the UK. Some ATM operators may charge you for making withdrawals from their machines - they'll tell you on screen before you make a withdrawal. You'll still be charged a non-Sterling transaction fee of 2.75% for these withdrawals*

Receiving money

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

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

Charges we take for other services	Charge
HSBC UK branch payment cheque from a savings account	£10
Us giving you a reference	£10.72 including VAT]



Contact us online or by phone

send us a message via Online Banking

03 456 100 100[†]

firstdirect.com

first direct 40 Wakefield Road, Leeds LS98 1FD.

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

[†]Text-phone **03 456 100 147** or if calling from abroad **+44 113 234 5678** (Text Relay **+44 151 494 1260**). For more information on contacting us via BSL video relay service - visit [firstdirect.com/contact-us](https://www.firstdirect.com/contact-us). Because we want to make sure we're doing a good job calls may be monitored and/or recorded, we hope you don't mind.

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