Important changes

To the Personal Banking Terms and Conditions and Charges that apply to your current and savings accounts and our Banking made easy brochure

These changes will be effective from 16 September 2016





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Accounts covered by these terms are:

Amanah Bank Account Appointee Bank Account Bank Account Bank Account Pay Monthly Basic Bank Account Current Account Fixed Rate Saver Bond Flexible Saver Future Saver for Children Graduate Bank Account Home Management Account HSBC Advance Bank Account HSBC Premier Bank Account **HSBC** Premier Savings **HSBC** Save and Borrow Instant Access Savings Regular Saver Student Bank Account

Accessibility

To find out more about our accessible services please visit **www.hsbc.co.uk/accessibility** or ask at any HSBC Bank branch.

If you'd like this document in another format such as large print, Braille or audio, please contact us. A textphone service is available for customers with hearing and/ or speech impairment (s) on 03457 125 563 (+44 207 088 2077 from overseas). BSL Video Relay Service is also available (Monday-Friday, 8am-6pm, excluding Bank and Public Holidays) at www.hsbc.co.uk/accessibility.







Important changes we've made to the terms and conditions and charges that apply to your current and savings accounts

Changes to the Personal Banking Terms and Conditions and Charges (Terms)

We're changing our Terms and our Banking made easy brochure. All changes will be effective from 16 September 2016 (except those relating to our joint HSBC Premier Bank Account, which take effect on 5 December 2016). This booklet sets out details of the main changes - please read it carefully. If you'd like a full copy of the new Terms or Banking made easy brochure they will be available from 16 July 2016 at hsbc.co.uk/legal or you can request a copy from any HSBC branch.

If you're happy with the changes, you don't need to do anything, they'll take effect automatically on 16 September 2016. We hope you won't want to, but you have the right to end your contract with us and close your account(s) covered by these Terms without charge if you don't accept any of the changes. If you would like to do this please contact us before the changes take effect.

We're here to help

If you have any questions or would like some help, please go to www.hsbc.co.uk/1/2/contactus. Alternatively, visit any of our branches.





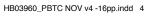


Summary of the changes to the Personal Banking Terms and Conditions and Charges		
Change	Summary	
Charges	We've made some changes to the "Charges" section of the Terms to clarify that some of our accounts have a monthly or other regular charge and, where this is the case, information relating to those charges is set out in the "Product Summaries" section of the Terms.	
	We've added some information about charges (which are not applicable to HSBC Premier Bank Account) that we make for an automatic transfer facility between two sterling accounts which you have with us in the UK. We charge £20 per month for a daily transfer and £8 per month for a weekly transfer.	
	We've added some information about charges (which are not applicable to HSBC Premier Bank Account), that we make for special presentation of a cheque. We charge £15 per cheque.	
	In addition, we've added some wording to clarify that:	
	 if we're required to comply with a legislative or court order (for example, a child maintenance order) served in respect of your account(s), we may charge an administration fee, up to the maximum permitted by law. 	
	 we may charge for services that you request from us (other than those detailed in the Terms), but we'll always tell you how much a charge will be and check that you're happy to pay the charge before we provide the relevant service to you. 	
	 taxes or costs may apply to you that are not charged by us and/or will not be paid through us. 	
Product Summaries	We've included some wording under the "Product Summaries" section to make it clear that, where we include details of benefits that you'll receive with our accounts in the product summaries, these benefits come with the accounts and the accounts cannot be purchased separately without these benefits.	
	We've added some wording to clarify that there may be some services noted in the product summaries that cannot be accessed from outside of the UK, Channel Islands or the Isle of Man, e.g. the ability to make payments in branch and to use self-service machines.	
Basic Bank Account	We've added some wording to the Basic Bank Account product summary to clarify that, if you open your account in the UK, there are some differences in the way that we'll operate your account. For example, we'll follow a different process when we're considering a new application for a Basic Bank Account and we'll close a Basic Bank Account for different reasons than other accounts. Where relevant, these differences are set out in the Terms.	
	We've also changed the Basic Bank Account terms and conditions in the product summary to allow us to give you 30 days' (rather than two months') personal notice that you meet the eligibility criteria for another one of our current accounts and that we are going to convert your account to that one.	

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Current Account	We've changed the Current Account product summary to make it clear that when we review your account every six months, if you've met the eligibility criteria for Bank Account in five of those six months or you've paid in at least £2,500 in total over the relevant six month period, we'll give you 30 days' personal notice before we convert your account to our Bank Account. You can ask us not to convert your account if you'd prefer to keep your existing one.	
Student Bank Account	 We've changed the Student Bank Account product summary to clarify that the Bank of England base rate (which is the underlying reference rate used to calculate credit interest on the Student Bank Account) is available at www.bankofengland.co.uk. 	
	 We've changed the eligibility criteria for a Student Bank Account such that, to open an account in the UK, you need to be 18 years old or over, be studying (or have been accepted to begin studying) a full-time qualifying course (or part-time with a Disabled Students' Allowance) in the UK and be legally resident in the European Union. 	
HSBC Advance Bank Account	We've added some wording to the HSBC Advance Bank Account product summary to clarify that if your account is closed or converted to another account type, you will not be entitled to the HSBC Advance benefits from the date of closure or conversion of your account (unless you have a preferential rate which is linked to a product that has a specific fixed term such as a loan or saving product, in which case the preferential rate will remain until expiry of the fixed term).	
HSBC Premier Bank Account and Jade by HSBC Premier	We've added some wording to the HSBC Premier Bank Account product summary to reflect the fact that from 5 December 2016, if you are eligible for HSBC Premier, a new joint HSBC Premier Bank Account can only be opened with another individual who meets the HSBC Premier eligibility criteria or your spouse, partner or child (over the age of 18).	
	 We've added some wording to the Jade by HSBC Premier product summary to clarify the fact that, if you remain a Jade member on the anniversary of your credit card membership, your annual fee will be refunded automatically without prior notification. If you don't remain a Jade member on the anniversary of your credit card membership, your annual fee will be charged automatically without prior notification. 	
	We've made a minor change to the HSBC Premier Bank Account terms and conditions to reflect the fact that you can find certain details of the HSBC Premier Bank Account benefits in the HSBC Premier welcome brochure (which is in your HSBC Premier welcome pack) and you can find certain details of the Jade by HSBC Premier benefits in the brochure we provide to you when you apply for, or we automatically provide you with, Jade by HSBC Premier.	
HSBC Save and Borrow	The HSBC Save and Borrow product is now covered by these Terms so we have added a description within the Product Summary section.	





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HSBC Premier Savings	 We've added some wording to the HSBC Premier Savings product summary to clarify that you can find details of when we can change interest rates relating to your HSBC Premier Savings account in section 12 of the Terms. 	
	 We've also added some wording to clarify that we'll give you two months' personal notice if we change your HSBC Premier Savings account to a Flexible Saver (or any account that replaces this in future) because you no longer have an HSBC Premier Bank Account. 	
Important things in our Terms you should be aware of	We've made some changes to the "Payments" section and the "Closing your account" section to reflect changes we have made to other parts of the Terms.	
General Terms	We've added some wording to the General terms section to clarif that, where you want to authorise another person to operate your account you can apply for a Third Party Mandate to be added to your account and that if such Third Party Mandate is approved, you'll be responsible for the actions of that person when they operate your account as if they were your own. In addition, we have confirmed that we can remove a Third Party Mandate with immediate effect if the person you have authorised has breached the Terms or any law or regulation, and that if we remove a Third Party Mandate in any other circumstance we will give you 2 months' notice in advance.	
	 We've also added some wording to the General Terms section which requires you to confirm that at the time of application, and anytime in the future you will not do any of the following or take any steps or make any informal or formal arrangements with anyone with a view to doing any of the following: 	
	 use or seek to use the account for illegal purposes; 	
	 plan or intend to obtain or use the account, service or any money in it illegally; 	
	 agree to someone using the account, or enable it to be used by someone else where that person is not a party to the agreement with you or managing the account in accordance with a Power of Attorney, court order or Third Party Mandate; 	
	 act in a way or do anything that might expose us (or another HSBC Group company) to action or censure from any government, regulator or law enforcement agency. 	
	In addition, we've added wording to make it clear that if you do not act in accordance with the above so that the confirmation above is untrue or becomes untrue, we can end our agreement with you immediately. We've also added some wording which clarifies that we can end the agreement immediately if we reasonably believe that by you maintaining your account with us this might mean we break a law, regulation, code, court order or other duty.	







	We've also added some wording to the General Terms section which requires you to confirm that any information you have provided to us or which you provide to us in the future (during the application or at other times), is or will be true to the best of your knowledge and belief.	
Protecting your account	We've changed Clause 1 of the Terms to reflect the fact that you must call us without undue delay if your card, security device, Security Details or a device used to access card details or make payments has been lost or stolen or you suspect someone has used or tried to use them or accessed or tried to access an e-wallet.	
Making payments	We've made a change to the "Suspension of payment facilities" section in Clause 2 of the Terms to clarify that we'll lift any suspension on your card (including card details in e wallets, on merchant devices or on devices such as mobile telephones) or on telephone or Online Banking once the reason for the suspension has ended.	
Making payments to other UK accounts	We've made some changes to the "Payment timescales" section in Clause 3 of the Terms to clarify when we receive your payment instructions, how cut-off times work and how long it takes a payment to reach the recipient's bank after we receive your payment instructions. We have set out the changed section below (see "Full details of certain changes to the Personal Banking Terms and Conditions and Charges").	
	We've also changed the cut-off time for Electronic funds transfers to non-HSBC accounts. This is now 4.45pm irrespective of whether the payment was requested in branch, by post or through telephone banking (see the "Full details of certain changes to the Personal Banking Terms and Conditions and Charges" section below).	
International payments	We've made some changes to the "Payment details" section in Clause 5 of the Terms to reflect the fact that the details that you need to provide to us if you want to make an international payment will differ depending on the destination country. We've also added some wording to clarify that you must make sure you give us the correct details because, if you don't, it's unlikely your payment will reach the intended recipient (even if you have the recipient's name correct).	
	We've made some changes to the "Payment timescales" section to clarify when we receive your payment instructions, how cut-off times work and how long it takes a payment to reach the recipient's bank after we receive your payment instructions. We have set out the changed section below (see "Full details of certain changes to the Personal Banking Terms and Conditions and Charges").	









	 We've removed references to currency cut off times from the "Payment timescales" section and changed our cut-off times for international payments. The cut-off which applies to a payment will depend on the currency of that payment. The new cut-off times are: 15.30 for euro and sterling payments; 18.00 for US dollar payments; and for all other payments, you should ask us for details.
	(see the "Full details of certain changes to the Personal Banking Terms and Conditions and Charges" section.
	We've changed the "Exchange rates for international payments" section to clarify that, if a payment we converted into a foreign currency is returned to us or we're unable to make the payment after we've converted it for any of the reasons set out in the "When we won't make payments" section of the Terms, we'll convert that payment back into sterling using the HSBC Exchange Rate or the HSBC Global Transfers Exchange Rate (depending on which rate was used to convert the payment initially).
Cheques you receive	We've changed the table in Clause 8 of the Terms which sets out our cheque clearing timescales. We've clarified that we take the amount of a cheque into account for the purposes of calculating credit and overdraft interest (rather than just overdraft interest) two Working Days after the day that we receive the cheque.
	 We've also clarified that, if a UK sterling cheque is paid into a UK bank on a Monday and the cheque is returned unpaid, the cheque amount will be deducted from your account by 9am on Wednesday the following week.
Balance information and statements	We've added some new wording to Clause 11 of the Terms reflecting how important it is to view your transactions regularly, keep track of your balance, review any overdraft usage and identify unusual or irregular transactions on your accounts. In addition we've also made it clear that if you've opted to receive online statements, you'll need to log on to Online Banking regularly or we may need to start sending you paper statements again.
	 We've also changed the "Court Orders" section to clarify that we may have to comply with a legislative or court order (for example, a child maintenance order) that we receive. This may mean we have to make deductions from your account and payments may not be processed or may be reversed.
Changes and how we'll tell you about them	We've made some changes to Clause 12 of the Terms to make it easier to understand, including the following:
	 We've added some new wording to the "Credit interest based on an underlying reference rate" section which applies to Student Bank Accounts to clarify that if the Bank of England base rate changes, we'll change the credit interest rate on your account within one day of the change to the Bank of England base rate.







- We've added some new wording to the "Credit interest not based on an underlying reference rate" section to clarify that if we introduce credit interest on your account or if we increase the rate of interest applicable to your account, we'll either tell you personally within 31 days of us making the change, or within 3 Working Days of us making the change, we'll provide the details in a notice in the press and on our rates and charges notice in branches.
- We've added some new wording to the "Overdraft Interest based on an underlying reference rate" section to clarify that the Overdraft Interest that you pay may be based on an underlying reference rate and that, if your Overdraft Interest rate is based on an underlying reference rate, your Overdraft Interest rate will be set at a certain amount above or below the underlying reference rate. In addition, if the underlying reference rate within one day of any change to the underlying reference rate.
- We've changed some wording in the "How we'll tell you about other changes" section to clarify that, where we make the changes described in that section, and the change is unfavourable to you, we'll tell you personally at least 30 days in advance of us making the change. If the change isn't unfavourable to you, we'll tell you within 30 days of the change being made.
- We've clarified that we'll tell you personally at least two months' in advance of us making a change to clause 18 of the Terms. Clause 18 relates to how we contact you.

Closing your account/ Fixed Rate Saver

- We've added some wording to Clause 13 of the Terms to clarify that, unless you have a product or service with a fixed term (e.g. the Fixed Rate Saver), your account and our relationship with you will continue indefinitely until you or we end it in accordance with the Terms.
- We've also made some changes to the "Cooling-off period" section to clarify your rights if you want to close your account during the cooling off period, when the cooling off period starts, how long it lasts and what happens if you don't close your account during that period. We've also added some wording which confirms that you won't have to pay any charges for exercising your right to close your account during the cooling off period, but you'll have to pay for any transactions relating to the time that your account was open.





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	We've amended Clause 13 of the Terms and added a new "When we can close a Basic Bank Account opened in the UK" section to reflect that, under the Payment Accounts Regulations 2015, we can close your Basic Bank Account where there has been no transaction on your account for more than 24 months and/or you are no longer legally resident in the European Union. In addition, we've set out how we will tell you that we are going to close your account as a result of any of these reasons (unless it would be unlawful for us to tell you).	
	• We've added a new "Moving to an account outside of the UK" section to reflect your rights to ask us to take certain steps if you want to open an account with a bank or other financial institution located outside of the UK but within the EU. Such steps include, in summary, providing you with a list of currently active standing orders and available information about any recurring payments into your account and any direct debits taken from your account within the last 13 months, transferring any positive balance on your account with us to the new account (provided certain conditions are met) and closing your account with us (as long as there are no outstanding charges or debts on your account with us). We've also confirmed that we'll take such steps on the Working Day that you specify but this must be at least six Working Days after we receive your request.	
Tax on credit interest	We've changed the wording relating to accounts held in the UK in Clause 15 of the Terms. From 6 April 2016, HM Revenue and Customs (HMRC) made changes to the way credit interest is taxed. This change meant that this is paid gross and tax isn't deducted when paid into your account. The interest paid will contribute towards your Personal Savings Allowance, if applicable. This change took place automatically so you don't need to do anything. This also means that you'll no longer need to complete forms R85 or R105 to receive gross interest.	
	Please be aware we are unable to provide advice relating to tax.	
Contacting you	We've added some wording to Clause 18 of the Terms to clarify that, if we're going to stop providing the type of account that you hold with us, we may need to move you to a different account and we may not be able to notify you of this if you don't tell us when your contact details change.	
Your information	We've changed part of the section "Sharing customer information" in Clause 19 of the Terms to clarify that, when we use Customer Information for the purposes set out in the Terms, we may transfer and disclose it to any third party that we use to provide Services to you.	





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	We've also changed part of the "Sharing customer information" section of Clause 19 of the Terms that deals with passing information to tax authorities under regulations to improve tax transparency. We've clarified that the regulations may require us to disclose information, depending on customers' circumstances, but that it won't apply to every customer. We've also removed the reference to Common Reporting Standards, as disclosure may also be necessary under other, similar tax transparency regulations.	
	• We've changed the wording in the "Your responsibilities" section to clarify your responsibility to comply with your tax obligations in all countries where those obligations arise and relating to the opening and use of accounts and services provided by members of the HSBC Group. In addition, we've clarified that no member of the HSBC Group provides tax advice or is responsible for your tax obligations in any country, including in connection with any accounts or services provided by members of the HSBC Group.	
	 We've changed the "Credit reference and fraud prevention agencies" section to clarify that we may share information with credit reference agencies about how you manage any current accounts or borrowing from us, for example if we return a cheque or other payment due to insufficient cleared funds in your account. 	
	• We've added some new wording to the "Other ways we can use your information" section to clarify how we may collect, store and use voice recordings to generate a 'voice print' that's unique to you, and how we can use this voice print to identify you when you call us. In addition, we've added wording which confirms that if you permit anybody else to operate your account on your behalf (e.g. by using a power of attorney) then we may also generate a voice print for them if they call us, and you must inform them of this.	
Account transfers	We've added some wording to the "Transferring you to a different account" section of Clause 21 to confirm that, if we are going to transfer you to another account because your account is no longer going to be sold by us or your account has eligibility requirements that you no longer meet, we'll give you at least two months' personal notice that we're going to do so.	
General	We've added a new section in Clause 22 to clarify that nothing in the Terms reduces your statutory rights and to inform you that you can obtain further information about your statutory rights by contacting your local authority Trading Standards Department or the Citizens Advice Bureau.	







	We've also changed the "Complaints" section in Clause 22. To encourage use of online dispute resolution (ODR), there is a European ODR platform which allows consumers, traders and alternative dispute resolution (ADR) providers to file, respond to and handle disputes (including disputes where the trader and consumer are in different countries within the EU) online. We've added wording into the Terms to reflect this and have inserted a link to the ODR website where you can find out more information about ODR.	
Glossary	We've included a new definition in the Glossary for "HSBC base rate" which clarifies that it is the Bank of England base rate.	
Other	 We've capitalised some references to working day throughout the Terms as this is defined in the glossary. We've removed all references to SEPA payments throughout the Terms as these payments fall under the Worldpay and Priority Payments service. 	
Accessibility	We've changed the "Customers with disabilities" section to tell you how you can find out more about our accessible services and to reflect the introduction of the BSL Video Relay Service.	

Full details of certain changes to the Personal Banking Terms and Conditions and Charges

For clarity, we have included full details of the changes to the Payment timescales sections in clause 3 and clause 5 which are summarised in the table above.

Clause 3, Making payments to other UK accounts, Payment timescales

Payment timescales

Payment type	Cut-off time (London, UK) for us to receive your payment instructions that day (see below)	How long it takes the payment to reach the recipient's bank after we receive your payment instructions
Internal transfers	11.45pm (11pm for Automatic Transfers)	Immediate
Bill Payments	11.45pm for Bill Payments made through the Faster Payments service 3.30pm for other Bill Payments	Immediate for Bill Payments to other HSBC accounts Three Working Days for Bill Payments to HSBC Bank International branch accounts Same day for all other Bill Payment
Electronic funds transfer	4.45pm for payments to non-HSBC accounts; or 5pm for payments to other HSBC accounts	Same day







Standing Orders	The end of the Working Day before the first payment in branches or by post.	Immediate to other HSBC Bank accounts; two hours to HSBC Bank credit card accounts
	Two days before the first payment if you use telephone banking or Online Banking	Three Working Days to HSBC Bank
		International branch accounts
		Same day for any other Standing Orders
Direct Debits	We must receive the payment request from the person you're paying by 10.30pm two Working Days before the Direct Debit payment date	On the Direct Debit payment date

Cut-off times

The table overleaf shows how long it will take a payment to reach the recipient's bank. The timescales run from when we receive your payment instructions.

We will generally receive your payment instructions on the day that you give them to us, but there are some exceptions to this.

If you ask us to make a Bill Payment which is made through the Faster Payments service or you ask us to make an Internal transfer after the cut-off time, we won't receive your instructions until the next day.

If you ask us to make any other type of payment on a non-Working Day, or after the cut-off time, we won't receive your instructions until the next Working Day.

If you ask us to make a payment on a future date or a series of payments on future dates (e.g. a direct debit), we'll only receive your instructions on the day you've asked for the payment to be made (or the next Working Day if you've asked for the payment to be made on a non-Working Day).







Clause 5, International payments, Payment timescales

Payment timescales

Payment types	Cut-off time (London, UK) for us to receive your payment instructions that day (see below)	How long it takes the payment to reach the recipient's bank after we receive your payment instructions
Global Transfer	The cut-off time will depend on the currency of your payment. Our cut-off times are: • Euro and sterling – 15.30 • US Dollars – 18.00 • All other currencies – Please ask us for details	Immediate, unless we're unable to convert your transfer into the currency of the receiving account before we send it. In that case the transfer will take up to five days. Occasionally a transfer may take slightly longer than five days due to local regulatory requirements in certain non-EEA countries, e.g. China
Currency Account Transfer		Next Working Day except for payments to Moroccan Dirham accounts (up to two Working Days)
Worldpay payment		Next Working Day if the payment is to an account within the EEA
		All other Worldpay payments usually take up to six Working Days, but may take longer depending on the country the money is being sent to
Priority Payment		Next Working Day if the payment is to an account within the EEA
		All other Priority Payments – up to four Working Days, but may take longer depending on the country the money is being sent to

When we receive your payment instructions

The table above shows how long it will take a payment to reach the recipient's bank. The timescales run from when we receive your payment instructions.

We will generally receive your payment instructions on the day that you give them to us, but there are some exceptions to this.

If you ask us to make a payment on a non-Working Day, or after the cut-off time, we won't receive your instructions until the next Working Day.

If you ask us to make a payment on a future date or a series of payments on future dates (e.g. a direct debit), we'll only receive your instructions on the day you've asked for the payment to be made (or the next Working Day if you've asked for the payment to be made on a non-Working Day).







We've also made some changes to our Banking made easy brochure which will take effect on 16 September 2016.

Summary of the changes to our Banking made easy brochure		
Change	Summary	
Making payments	 We've changed the cut-off time for Electronic funds transfers to non-HSBC accounts in the table in the "Making payments" section. This is now 4.45pm irrespective of whether the payment was requested in branch, by post or through telephone banking. 	
	 We've removed references to currency cut off times from the table in the "Making payments" section and changed our cut-off times for Currency Account Transfers, Worldpay Payments and Priority Payments. The cut-off which applies to a payment will depend on the currency of that payment. The new cut-off times are: 	
	 15.30 for euro and sterling payments; 18.00 for US dollar payments; and for all other payments, you should ask us for details. 	
	 We've added some new wording into the table in the "Making payments" section to clarify that, in respect of Currency Account Transfers, you can instruct us to make such a payment on a future date when paying from a HSBC Currency Account online and you can cancel the future payment through Online Banking up to 11.59pm the working day before the payment is due to be made. 	
	 We've deleted text from the Making payments section which reminds you to consider both the exchange rate and charges when deciding how to make a payment. This is because we will automatically choose the most appropriate payment type for you depending on your specific instructions and the amount and destination of the payment (taking account of both charges and the time that it will take for the recipient's bank to receive the payment). 	
Protecting your information	We've changed some wording in the "Contacting us about security concerns" section to reflect the fact that:	
	 you must call us without undue delay if any card, PIN, security device or security details are lost or stolen, or you suspect that someone has used or tried to use them. 	
	 if you need to call about your telephone banking or Online Banking security details and lines are closed, you should call without undue delay the applicable number for Cards and Card PIN issues set out in the brochure and we will block access to your account via Telephone Banking Service. 	





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Important information	We've deleted text from the "Important information" section which related to us acting as a financial adviser in the Channel Islands and Isle of Man because this service does not apply to the accounts covered by the Terms.	
	 We've added some wording into the "Payments, cut-off and processing times" section to clarify that: 	
	 Global Transfers will be made immediately, unless we're unable to convert your transfer into the currency of the receiving account before we send it and, in that case, the transfer will take up to five days (occasionally, it may take slightly longer than five days due to local regulatory requirements in Non-EEA countries). 	
	 Worldpay payments will be made the next working day if the payment is to an account within the EEA but all other Worldpay payments usually take up to six working days but may take longer depending on the country the money is being sent to. 	
The Financial Services Compensation Scheme	We've clarified that, in the UK, HSBC Bank plc is covered by the Financial Services Compensation Scheme.	
Accessibility	We've changed the "Customers with disabilities" section to tell you how you can find out more about our accessible services and to reflect the introduction of the BSL Video Relay Service.	
General	We've removed all references to SEPA payments throughout the brochure as these payments fall under the Worldpay and Priority Payments service.	

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