

# Text Banking Service

## Terms and Conditions

Effective from 1 December 2012

# Contents

Section	Page
1. Introduction	2
2. Text Banking Messages	3
3. Security	3
4. Termination and Suspension	4
5. Responsibilities and availability of the Service	4
6. Joint Accounts	5
7. Service Fees	5
8. Miscellaneous	5
9. Changing the Terms	5
10. Law and Proceedings	6
11. Your statutory rights	6
12. How to complain	6
13. About Us	6

# Text Banking Terms and Conditions (“Terms”)

## 1. Introduction

**1.1.** The Service is intended to enable HSBC to provide you with information regarding your accounts with HSBC via your mobile telephone.

**1.2.** You can register for the Service online via Personal Internet Banking or over the telephone. HSBC Premier customers can register by calling 08457 70 70 70 (24 hours), +44 1226 260 260 from overseas, and all other customers can register by calling 08457 404 404 (+44 21226 261 010 from overseas). Textphone number for all accounts 08457 125 563, + 44 207 088 2077 from overseas. Lines are open 8am to 10pm everyday (except Christmas Day, Boxing Day and New Year’s Day).

The Terms may be accepted online by following the instructions set out on the relevant screen page. Where you register online, we recommend that you download or print off a copy of the Terms for your records.

**1.3.** Defined terms used in the Terms are set out below:

### Account(s)

The bank account(s) nominated by you in respect of which you wish to receive Banking Text Messages.

### General Terms and Conditions

The General, Current Accounts and Savings Accounts Terms and Conditions that govern your relationship with the Bank, as amended from time to time.

### Banking Text Messages

The text messages sent by us to you under the Service in accordance with your Options, as more particularly described below under “Options” and also in the Customer User Guide.

### Customer (also you, your)

The personal customer who has accepted the Terms in accordance with Clause 1.2 above.

### Customer User Guide

The Customer User Guide (whether in hard copy or in electronic form) issued by us to you at any time for use with the Service, a copy of which can be found online at our Personal Banking website at [hsbc.co.uk/textbanking](https://www.hsbc.co.uk/textbanking), under the heading “Text banking” as amended from time to time, together with all other guidance issued by us in connection with the Service.

## HSBC (also **we, us, our**)

HSBC Bank plc.

## HSBC Group

HSBC Holdings plc, its subsidiaries, associated and affiliated companies.

## Mobile Telephone Number

The mobile telephone number notified to us by you from time to time as being the number to which the Banking Text Messages are to be sent.

## Option(s)

You can nominate one Mobile Telephone Number and choose to be sent any combination of up to eight alert and/or mini-statement text messages ("**Banking Text Message(s)**"), as follows:

- Balance above or equal to GBP £x (Debit or Credit)
- Balance below or equal to GBP £x (Debit or Credit)
- Credit greater than, or equal to GBP £x has been posted to an account (minimum GBP £25)
- Debit greater than, or equal to GBP £x has been posted to an account (minimum GBP £25)
- Weekly Mini-Statement
- Monthly Mini-Statement

You can choose up to three of your HSBC sterling current accounts and/or Credit Cards as your nominated account(s) for this service.

Where we refer to £x above, you can choose the amount to suit your circumstances.

## Service

The text banking service as described in these Terms and the Customer User Guide.

## Service Telephone Number

The number to which all queries relating to the Service should be directed and which is currently 08457 404 404, from abroad +44 1226 261 010. For HSBC Premier customers 08457 70 70 70, from abroad +44 1226 260 260. Textphone for all accounts 08457 125 563, from abroad +44 207 088 2077. Lines are open 8am to 10pm every day (except Christmas Day, Boxing Day and New Year's Day).

To ensure that we carry out your instructions accurately, to help us continually improve our service and in the interests of security, we may monitor and/or record your communications with us.

## SIM Card PIN Code

The PIN Code that is used to protect your SIM Card.

## Terms

These text banking terms and conditions and any supplementary or modified terms and conditions which we notify you of under clause 9.

## Your Information

As defined in Clause 8.1 below.

## 2. Text Banking Messages

**2.1.** You must register for the Service in accordance with clause 1. Once your registration for the Service has been processed, we will let you know by sending a text message to your nominated Mobile Telephone Number. Banking Text Messages will then be sent direct to your mobile phone using SMS (Short Messaging Service). Please ensure the SMS facility is switched on for your mobile telephone.

**2.2.** You must ensure the text messaging service provided by your network operator and your mobile phone is compatible with the Service we provide.

**2.3.** You can change the Options or Accounts by calling us on the Service Telephone Number. You must do this by 10pm on the day before the next working day if you want us to act on your new instructions from the next working day onwards.

**2.4.** You must tell us as soon as possible on the Service Telephone Number if you do not recognise any of the transactions shown in your Banking Text Messages. Banking Text Messages only include a limited number of transactions, for full details of all transactions on your account(s) you must refer to your regular account statement.

**2.5.** We will only send you a Banking Text Message once. If you delete a Banking Text Message which we have sent you, it cannot be sent again.

**2.6.** Each Banking Text Message we send to you will contain up to a maximum of 160 characters as specified in the Customer User Guide.

**2.7.** All balances in any Banking Text Message will be correct as at the date and time stated in the Banking Text Message. The balance in a Banking Text Message will change if any transactions are posted to the applicable account after we sent you a Banking Text Message.

## 3 Security

**3.1.** You are responsible for the security of your mobile telephone and the Banking Text Messages contained on your mobile telephone. You **must** take all reasonable precautions to prevent anyone else from accessing your Banking Text Messages.

These include, but are not limited to, the provisions set out below (and also the provisions in the Customer User Guide under the section entitled "Protecting your mobile telephone"):

- for each Account you **must** nominate a nickname that is personal to you avoiding names that are easy to guess such as your name or the Account name. Where you choose a nickname you should check that each Banking Text Message received on your mobile phone contains your nickname for that Account. You should contact us on the Service Telephone Number if it does not;
- using at all times the SIM Card PIN Code on your mobile phone, resetting any pre-set SIM Card PIN code and resetting the SIM Card PIN code if you know or suspect someone else knows it. (Please refer to your phone handbook or your network provider for information on how to change your SIM Card PIN Code.) When choosing a new SIM Card PIN Code avoid numbers which are easy to guess such as 1234 or your date of birth;
- not telling anyone else, not even the Police, your SIM Card PIN Code or nicknames or writing them down in a way that someone else could easily understand;
- keeping your mobile phone safe at all times and not leaving it switched on without having set the SIM Card PIN Code and not leaving it unattended in a place accessible to anyone else or letting anyone you would not wish to see your Banking Text Messages use your mobile telephone;
- complying with all reasonable instructions we issue regarding keeping your mobile telephone SIM Card PIN Code and nickname for your Accounts safe; and
- complying with all instructions or guidance from your mobile phone operator.

In order to protect the security of your Banking Text Messages, you should ensure that you follow all the security guidance and recommendations given by the manufacturer of your mobile telephone and/or network operator.

**3.2.** You must tell us as soon as possible by calling the Service Telephone Number if you would like to suspend the Service as a result of:

- you knowing or suspecting that someone else knows your SIM Card PIN Code or nicknames for your Accounts; or
- your Mobile Telephone Number changing; or
- your Mobile telephone being lost, stolen or no longer under your control; or

- your contract with the network operator ends.

Calls received after 10pm will not be answered and will not prevent any message scheduled to be issued the next day from being sent.

**3.3** We recommend that you suspend the Service if you are taking your mobile telephone outside the United Kingdom. If you take your mobile telephone outside of the United Kingdom without suspending the Service, you shall be deemed to authorise us and the network operator to transmit such information and store information in such countries or territories as are necessary to send text messages to your mobile telephone. You will also be responsible for any charges you incur as a result of receiving Banking Text Messages whilst abroad.

## 4 Termination and Suspension

**4.1.** This Service will continue until either party terminates the Service:

- on not less than 30 days' notice to the other party; or
- with immediate effect by notice to the other party if the other party commits a material breach of the Terms.

**4.2.** At any time after you register for the Service, you can terminate the Agreement in accordance with clause 9.3 below.

**4.3.** We may terminate the Service immediately if you no longer have an Account with us or, on 30 days' notice to you if we no longer offer the Services to any of our customers.

**4.4.** You may at any time suspend the Service. The Service will remain suspended until such time as you notify us that you would like the Service to re-commence.

## 5. Responsibilities and availability of the Service

**5.1** While we make reasonable efforts to provide the Service, we will not be liable for any failure to provide the Service, in part or full, due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary. This includes, in particular, any suspension of the Service resulting from maintenance and upgrades to our systems or the systems of any party used to provide the Service, outages on any phone network or in the case of mobile networks where you are not in an area of mobile coverage.

If our records, unless shown to be wrong, demonstrate that the Banking Text Message was sent by us to you we shall not be responsible to you if you suffer a loss due to the Banking Text Message not being received.

**5.2.** You will be responsible for all losses suffered by you if you act without reasonable care in protecting the Banking Text Messages contained on your mobile telephone, which includes not complying with the provisions of clause 3 above.

**5.3.** We will not be responsible to you if we fail to comply with the Terms or for any loss that you suffer due to the Service being wholly or partly unavailable such as, but not limited to, technical breakdown strikes or other industrial action (whether or not including our employees) or communications or power failure:

- due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary; or
- where our failure to comply is due to our obligations under European or national law.

## **6. Joint Accounts**

**6.1.** In accordance with the provisions of the General Terms and Conditions, where any Account is a joint account held with a third party, by registering to receive the Service you are confirming that you have the authority of the other account holder(s) to register for the Service.

**6.2.** The authority described above will continue until it is cancelled in accordance with the General Terms and Conditions.

## **7. Service Fees**

**7.1.** We do not currently charge for the Service. However, you may be charged by your mobile network provider for receiving any Banking Text Messages we send you and these charges may change if we send you Banking Text Messages when you are abroad. You will be responsible for paying any such charges.

**7.2.** We reserve the right to start charging customers for receiving the Service. If we plan to do this we will give at least 30 days' prior personal notice. You will be able to terminate the Service without notice within that 30 day period.

## **8. Miscellaneous**

**8.1.** Please note that our General Terms and Conditions, issued to you and other personal customers generally, set out your agreement with

us concerning our use and sharing with other parties of information about you and your affairs ("Your Information"). Without limiting the General Terms and Conditions, you agree that we may use other HSBC Group companies and/or third parties to provide the Service on our behalf which may include the processing of information about you.

**8.2.** These Terms are to be read in conjunction with the General Terms and Conditions. Solely in relation to the provision of the Services, in the event of any conflict between these Terms and the General Terms and Conditions, these Terms will prevail.

## **9. Changing the Terms**

**9.1.** We may change these Terms from time to time subject to the following:

- if the change is to your disadvantage, we will tell you about it personally at least 30 days in advance. You may terminate this Agreement at any time; and
- we may make any other change immediately and give you notice of it within 30 days.

**9.2.** We may make any change to the Terms for all or any of the reasons set out below that apply.

- If the change is favourable to you.
- Following, or in anticipation of, and to respond to a change in relevant law or regulation or to respond to a change in industry guidance or code of practice or good banking practice.
- To respond to the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar body.
- To respond to the costs or consequences of any event beyond our control that may impact our provision of accounts, services or facilities to you.
- To make the Terms clearer.
- To respond to any change in our systems and procedures, including any change arising from any reorganisation of our business as a result of it being acquired by, or by our acquiring, another bank or organisation.
- To respond to changes or anticipated changes in costs associated with relevant technology, the costs we pay to others in respect of the product in question, inflation and/or in our costs of providing accounts, services or facilities.
- To improve the services we provide.
- To respond to our internal policies on competitiveness, market share and/or the profitability of our business as a whole, where

we are not acting dishonestly, for an improper purpose, in a manner which inappropriately discriminates against a particular customer or as an unreasonable financial institution would.

Where we make any change under this clause the change will be proportionate to the underlying reason for the change.

**9.3.** Any notice to be given by us to you under these Terms may be given in writing or by email or electronically. Any notice to be given by you to us under these Terms can be given in writing or orally. All such notices will be deemed to have been received:

- in the case of posting, 5 days from despatch and, in the case of a notice given by us to you, to the last address provided by you; or
- in the case of calling us on the Service Telephone Number, when you speak to our representative; or
- in the case of our notification to you by email or electronically, 5 days from despatch of the email.

Written notices to us should be given in writing to HSBC Bank plc, Customer Information, PO Box 6201, Coventry, CV3 9HW.

**9.4.** If any part of the Terms is or becomes void, illegal or unenforceable, this will not affect the validity of the remaining Terms.

**9.5.** Subject to the applicable laws of evidence, each party agrees not to object to the admission of the records, including computer records, of the other as evidence in legal proceedings.

## 10. Law and Proceedings

For Accounts opened in the UK (except Scotland), these Terms are governed by the laws of England and Wales as are our dealings with you until the time your account is opened. For Accounts opened in Scotland, Scottish law will apply.

For Accounts opened in the Channel Islands and the Isle of Man, the local law of the island where your Account is held will apply. Alderney and Sark are governed by the laws of Bailwick of Guernsey.

You and we submit to the non-exclusive jurisdiction of the courts of England and Wales, Scotland, or Jersey, Guernsey, or the Isle of Man as appropriate.

The Terms are in English and all communications we send you will be in English.

**hsbc.co.uk**

**Issued by HSBC Bank plc,**

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## 11 Your statutory rights

Nothing in the Terms will reduce your statutory rights including your rights relating to mis-described accounts or services, the fairness of terms on which they are provided to you, any rights you may have to close your account and/or claim compensation. For further information about your statutory rights contact your local authority Trading Standards Department or the Citizens Advice Bureau.

## 12. How to complain

If we do not deliver the standard of service you expect, or if you think we have made a mistake, please let us know. We will investigate the situation and, if necessary, set about putting matters right as quickly as possible. Where appropriate we will also take steps to prevent a recurrence. Please allow your local branch manager or the manager of the department concerned the first opportunity to answer your concerns and put matters right. However, if you remain dissatisfied and would like further information about our process for resolving complaints, please ask us for our explanatory leaflet 'Listening to Your Comments'. You may be able to refer your complaint to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. For accounts held in the Channel Islands or the Isle of Man you may be entitled to refer your complaint to the Financial Services Commission in Jersey or Guernsey and the Financial Services Ombudsman Scheme in the Isle of Man.

## 13. About Us

HSBC Bank plc is established at 8 Canada Square, London E14 5HQ which is its registered office. HSBC Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are a financial services organisation and banking institution. The Financial Conduct Authority is the supervisory authority under Consumer Credit Act 1974. Its address is 25 The North Colonnade, Canary Wharf, London E14 5HS. HSBC Bank plc is entered in the Financial Services Register under reference number 114216. You can check this on the Financial Services Register by visiting the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768. HSBC Bank plc's registered VAT number is GB365684514 and its company register number is 14259.