

Personal Loan

Terms and Conditions

Payment

1. When we have received and processed this Agreement, we will pay into your current account (as specified in your payment mandate) the amount of the Loan(s). In return, you must pay us the arrangement fee (if any) and the repayments.

Interest

2. The effective rate you will pay takes account of the timing of your repayments, the compounding of interest and the monetary costs of the interest charges. It is calculated in the same way as the APR taking account of interest only.

3. At the beginning of the loan agreement we work out the interest you will pay over the whole period of your loan and add this to your loan balance. We calculate your interest charge by applying interest at the simple rate to the balance of your loan account, as reduced by your scheduled repayments.

4. The total amount payable and the APR assume all payments are made on time and that the agreement is not ended early.

Default

5. If you are late paying any amount due under this Agreement, we may charge you interest on the overdue amount at the interest rate specified above from when payment was due until payment is received in full.

6. You will also be liable to pay us our reasonable costs and expenses incurred in connection with the enforcement of this Agreement.

7. If you or, where there is more than one of you, either or both of you:

- fail to pay your repayments or any other amounts payable under this Agreement as they fall due; or
- are declared bankrupt or have similar proceedings taken against you; or
- fail to repay money due under or otherwise break any term of any other agreement between you and HSBC Bank plc; or

- we find out that any fact or information which you provided to us, or representation made to us by you or on your behalf, was materially incorrect or misleading, we will have the right to demand immediate payment of the unpaid balance of the total amount payable less any applicable rebate. We will first send you a default notice where we are required to do so under the Consumer Credit Act 1974.

8. If we reasonably suspect that this Agreement and/or any other facility or account that you have with us, is/are being used in relation to fraud or other criminal activity, we will have the right to demand immediate payment of the unpaid balance of the total amount payable less any applicable rebate. We will first send you a notice where we are required to do so under the Consumer Credit Act 1974.

9. If full repayment or satisfactory proposals are not received within 28 days of our making demand for full repayment, we may disclose information about you and the conduct of your loan to licensed credit reference agencies.

Joint Borrowers

10. Where the loan is in joint names, your liability is joint and several. This means you are liable jointly but also individually for all the terms of this Agreement even if the relationship with another joint borrower ends.

Security

11. Any security which you may have provided for other borrowing from us does not secure this loan unless specifically stated to do so in this Agreement.

Early Settlement

12. You are entitled to repay amounts due under this agreement partially or in full at any time by giving us notice. You can give notice in writing or by calling us on 08457404404. It is necessary to pay all amounts owed under the Agreement if you wish to terminate the Agreement. Where you make any early repayment, there may be a reduction in the amount of interest you will have to pay. We are entitled to defer the early repayment date by up to 28 days and to make a charge equivalent of one month interest on the amount of the early repayment.

Relaxing The Terms Of The Agreement

13. If at any time we choose not to enforce the strict terms of this Agreement, we shall not be prevented from applying the strict terms of the Agreement at a later date.

Changing The Repayment Dates

14. We may vary your repayment dates. We will give you at least seven days notice before we do this.

Set Off

15. We may use any credit balance on any other Account you hold with HSBC Bank plc to reduce or repay any sums you fail to pay under this Agreement. We will only do this after giving you reasonable opportunity to rectify the situation. We will not tell you before we exercise our right. We will tell you as soon as we can afterwards.

Complaints

16. 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 then investigate the situation and, if necessary, set about putting matters right as quickly as possible. In addition we will take steps, where appropriate, to prevent a recurrence.

Please allow your 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 the explanatory leaflet 'Listening to your comments'. This gives further information about the process for resolving complaints and tells you how to complain to the Financial Ombudsman Service.

You can obtain the form you need to use by phoning 0845 080 1800 or by downloading it from the Financial Ombudsman Service website, www.financial-ombudsman.org.uk. You will need to send it to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Applicable Law

17. This Agreement is governed by the laws of England and Wales as are our dealings with you up until the time your account is opened. We are required by law to tell you that this Agreement is in English and that we will communicate with you at all times in English.

About Us

18. 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 or by contacting the Financial Conduct Authority on 0800 111 6768.

Cashback – HSBC Advance

19. For HSBC Advance customers, provided the total number of repayments applicable to your Loan and shown in this Agreement is 60 or less, when you complete repayment of the outstanding amounts due under this Agreement on the last repayment date under this Agreement, we will credit the account used in repayment of the Loan with an amount equivalent to 10% of the total interest paid on the amount of the Loan (excluding interest on overdue sums or on sums paid in compensation for our costs in instances of default). If the Loan is repaid early, or if, for any reason, this Agreement is terminated before the last repayment date then this clause will not be applied and no Cashback will be payable. To benefit from Cashback you must be a HSBC Advance customer at the time the loan is taken out.

Important Information

Statement of account: During the term of this Agreement, you can ask us without charge for a statement of account in the form of a table showing the repayments owing, the periods and conditions relating to these payments and a breakdown of each repayment showing how much comprises capital repayment, interest and, if applicable, other charges.

Missing payments: Missing payments could have severe consequences such as making obtaining credit more difficult and could result in legal action to recover any debt owed under this Agreement.

Right of withdrawal: You have the right under section 66A of the Consumer Credit Act 1974 to withdraw from this Agreement, without giving any reason, during a period beginning the day after you have received written confirmation from us that we have executed the agreement and ending after 14 calendar days. You can withdraw from the Agreement by sending written notice of the withdrawal or by calling 08457404404. If you withdraw from the Agreement you will have to repay to us the credit you have taken under the Agreement and pay to us any interest accrued on that credit without delay and in any event no later than 30 calendar days after giving notice to withdraw. You can do this by cheque or any other appropriate means. The amount of interest payable per day on the entire amount of credit is shown at the start of this agreement.

hsbc.co.uk

Issued by HSBC Bank plc

Customer information: PO Box 6201, Coventry CV3 9HW

MCP43418 03/14 ©HSBC Bank plc 2014. All Rights Reserved.