

# Notifications relating to HSBC Bank plc Global Banking

## 1. Introduction and interpretation

When you do Global Banking business with HSBC Bank plc, we need to provide you with the notifications set out below.

In this form, HSBC Bank plc may be referred to as “HSBC”, “we” or “our”.

If you have any questions, please contact your usual HSBC representative.

The registered address of HSBC Bank plc is 8 Canada Square, London E14 5HQ, United Kingdom. HSBC Bank plc is registered in England, with company registration number 14259. HSBC Bank plc’s email address for communications in relation to these notifications is [regulatory.business.support.europe@HSBC.com](mailto:regulatory.business.support.europe@HSBC.com)

HSBC Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. HSBC Bank plc appears on the UK’s financial services register with firm reference number 114216. The address of the Prudential Regulation Authority is Prudential Regulation Authority, 20 Moorgate, London EC2R 6DA. The address of the Financial Conduct Authority is Financial Conduct Authority, 12 Endeavour Square, London E20 1JN.

## 2. Communications between us

Communications between us in relation to any products or services which we provide to you which are within the scope of any relevant UK law implementing Directive 2014/65/EU (“**UK MiFID II**”) or Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA (“**UK MiFIR**”), or to the extent relevant, any implementation in an EU Member State of the (recast) Markets in Financial Instruments Directive 2014/65/EU and Regulation (EU) 600/2014) (together “**MiFID II**”) shall be in English.

Generally, including, where relevant, for the purposes of any order you wish to place with us, you may communicate with us as through your usual HSBC representative, through one of the following means:

- I. by post, personal delivery or in person at our registered office set out above;
- II. by telephone; and
- III. where we agree, by email.

In any situations where you are obliged to communicate with us in writing, please do so:

- I. by post or personal delivery to our registered office, marked to the attention of your usual HSBC
- II. representative; or
- III. where we agree, by sending an email to an email address that we will provide you for the purpose from time to time.

## 3. Recording and monitoring of communications

In certain circumstances, communications in relation to the business conducted between us (including emails, voicemail, online chat conversations, telephone calls and website usage records) as well as paper correspondence such as envelopes or packages may be monitored, recorded or

inspected (as appropriate) using monitoring devices or other technical or physical means. The monitoring of communications may take place where deemed necessary for purposes permitted by law from time to time, including without limitation to record evidence of business transactions and so as to ensure compliance with HSBC's regulatory obligations and its policies and procedures.

As required by applicable law and regulation, HSBC will record telephone conversations and electronic communications that result in transactions or that may result in transactions which fall within the scope of MiFID II.

Where HSBC is required to record communications under the rules of the Financial Conduct Authority ("**FCA**"), a copy of the recording of those communications referred to in the preceding paragraph will be made available to you on request for a period of five years from the date of the communication. The FCA may request that we retain certain or specific records for longer than five years and, if it does, the records retained as a result of such a request will be available to you for a period of up to seven years.

Any telephone conversations and electronic communications that are recorded for the purposes described here may be recorded without use of a warning tone or other notification. All recordings and other records shall be and remain HSBC's sole property.

#### **4. Conflicts of interest**

Situations can arise where our interests, or those of our staff, conflict with your interests or where your interests compete with those of other clients of ours.

The way in which we address any actual or potential conflicts of interest and a description of our conflicts of interest policy can be accessed through the website link indicated below. Our conflicts of interest policy sets out in more detail the circumstances which may constitute or may give rise to a conflict of interest, the procedures we will follow and the measures we will adopt to prevent or manage such conflicts. Where you request, we will provide you with further information on our conflicts of interest policy.

Additional disclosures in relation to our conflicts of interest policy, our general policy relating to payments to or from third parties and in relation to the services we provide to you that are within the scope of MiFID II, will be available on or prior to 3rd January 2018 via <http://www.gbm.hsbc.com/financial-regulation/market-structure/mifid/policies-disclosures>

#### **5. Fees, commissions or non-monetary benefits that we may receive or pay**

HSBC may pay or receive fees, commissions or non-monetary benefits to and from a company with which we have a connection or other third party where permitted by the FCA rules. HSBC will provide you with separate disclosure of the essential arrangements relating to such fees, commissions or non-monetary benefits where it is required to do so under any applicable law.

Our general policy relating to these arrangements can be accessed through the website link indicated above. You should read this information carefully. Where necessary under rules of the FCA, we will provide to you separately further details about such arrangements as they relate to particular services or transactions.

#### **6. Complaints**

In the event that you have a complaint about the quality of the services which HSBC supplies to you, or if you would like to receive further information concerning HSBC's complaints handling processes, you may speak to your usual HSBC representative.

If you are an eligible complainant (as defined in the rules of the FCA) you may have the right to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is a free and independent statutory dispute resolution scheme for financial services. Details of who is able to qualify as an eligible complainant can be obtained from the Financial Ombudsman Service. The Financial Ombudsman Service's website is at <http://www.financial-ombudsman.org.uk> and it can be contacted at: The Financial Ombudsman Service Exchange Tower London E14 9SR

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Telephone: 0800 0234 567 or 0300 1239 123

## **7. Client Money Rules**

Where funds are received by HSBC, they will be held by HSBC as banker and not as trustee. As a result, such money will not be held in accordance with the Client Money Rules.

If HSBC becomes insolvent, enters administration or otherwise fails, the Client Money Distribution and Transfer Rules will not apply to these sums and so you will not be entitled to share in any distribution under the Client Money Distribution and Transfer Rules.

## **8. Financial Services Compensation Scheme**

HSBC is a participant in the Financial Services Compensation Scheme (the “FSCS”) in the United Kingdom. Depending on the type of services that we provide to you, our activities in relation to them may be covered by a deposit or investment protection scheme, established by law, to provide compensation if a financial firm is unable to meet its liabilities to clients. This protection is only available to eligible clients and is subject to certain limits, which may be reviewed from time to time.

Under the FSCS, deposits are protected up to a total of £85,000 (as at September 2022) with the limit applied to the total of any deposits you have with HSBC. The Depositor protection is available to eligible claimants, and Financial Institutions are not eligible in respect of activity for their own funds or equivalent, but accounts opened for third party beneficiaries may be. Structured Deposits are considered deposits under this scheme. You can obtain further information from us regarding the depositor compensation provided by the FSCS (including eligibility and the amounts covered) on request or from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

Under the FSCS, investments are protected up to a total of £85,000 per client per firm in respect of protected “investment business” where there is an eligible claim. The scope of “investment business” is similar to our dealing and arranging services in relation to the designated investments. You can obtain further information from us regarding the investor compensation provided by the FSCS (including eligibility and the amounts covered) on request or from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).