

# HSBC Open Payments End User Terms

# Contents

<b>1. What do these terms cover?</b>	<b>3</b>
<b>2. Contacting us</b>	<b>3</b>
<b>3. HSBC Open Payments service</b>	<b>3</b>
<b>4. Refusing payment orders</b>	<b>5</b>
<b>5. Refunds</b>	<b>5</b>
<b>6. Who to contact if you need help</b>	<b>5</b>
<b>7. Availability</b>	<b>6</b>
<b>8. What's our liability to you?</b>	<b>6</b>
<b>9. When we aren't responsible for things that go wrong</b>	<b>7</b>
<b>10. If you have a complaint about HSBC Open Payments</b>	<b>7</b>
<b>11. Which country's courts and laws apply?</b>	<b>8</b>
<b>12. Trademarks and copyright</b>	<b>8</b>
<b>13. Authorisation details</b>	<b>8</b>

# 1. What do these terms cover?

These terms cover your use of HSBC Open Payments and form an agreement between you and us. By “us” or “we” we mean HSBC UK Bank plc.

Each time you use HSBC Open Payments service, you accept these terms. We may update these terms at any time without giving notice to you.

## 2. Contacting us

You can contact us using any of the methods shown below. We'll communicate with you at all times in English.

- Call us on 03457 60 60 60<sup>1</sup> and ask for HSBC Open Payments.
- Email us at [commercial.customer.relations@hsbc.com](mailto:commercial.customer.relations@hsbc.com) with 'HSBC Open Payments enquiry' stated in the subject field.
- Complete our online form at [business.hsbc.uk/complaints](https://business.hsbc.uk/complaints).
- Write to us at HSBC UK Bank plc, Customer Service Centre, BX8 1HB.

## 3. HSBC Open Payments service

You can use HSBC Open Payments to initiate a payment for your online purchase directly from your bank account (your “**account**”) using your online banking service. You can find out more about how this works in our FAQs at [business.hsbc.uk/solutions/hsbc-open-payments](https://business.hsbc.uk/solutions/hsbc-open-payments). This service is called a payment initiation service and is available for sterling transactions only. We will not charge you for using HSBC Open Payments. We'll never ask you to share your online banking security details such as passwords or security codes and you must not do so.

These terms do not change the terms and conditions that apply to your account, including any applicable cut-off times and execution periods for payments from your account, and your bank may charge you a fee to make the payment using HSBC Open Payments.

1. We're open Monday to Friday, 8:00am to 8:00pm and Saturday, 8:00am to 2:00pm (subject to change over certain periods). Our up-to-date opening hours can be found at [business.hsbc.uk/contact-us](https://business.hsbc.uk/contact-us). If you're calling from outside the UK, please dial +44 1226 260 878. To help us improve our service, and in the interest of security, we may monitor and record your conversation. If you need a Text Relay service, you can download the 'Relay UK' app and call our number from within it.

## **How does HSBC Open Payments work?**

If you choose Pay by Bank Account at a merchant's online checkout, you'll be asked to select the bank where you hold your account(s). We'll then show you a 'Payment Request' screen with the following information about your transaction that you must review and confirm is correct:

- the payment amount;
- the beneficiary's name (usually the name of the merchant you are purchasing from), sort code and account number;
- the name of your bank; and
- a unique reference so you can track your payment on your account statement.

You'll then be redirected to your bank's online portal or mobile banking app for authentication before your payment order can be initiated by us.

## **Authentication and choosing your account**

Once you're redirected to your bank's online banking portal or mobile banking app, you'll need to authenticate yourself as required by your bank. If you have more than one account, your bank may ask you to confirm which account you want to make the payment from.

## **Initiation and confirmation of the payment order**

We'll then initiate the payment by submitting the payment order to your bank for execution or inform you if we're unable to process and initiate your payment order for any reason.

We'll confirm the details of your payment order on screen once it's been successfully initiated, or let you know if the initiation of your payment has been unsuccessful or is taking longer than usual to process, before you are redirected back to the merchant's website or app.

Remember that once you've used our payment initiation service to make a purchase we cannot cancel or stop that payment transaction.

## 4. Refusing payment orders

There may be instances where we will not process and submit your payment order to your bank for execution, for example, if we reasonably believe:

- there's a breach of security or misuse of your payment device;
- there's been fraudulent or criminal activity of any kind and it's reasonable for us not to send the payment order. It doesn't matter whether the fraudulent or criminal activity is linked to your account with your account provider or your purchase.
- sending the payment order would cause us to break the law. Or to do so would go against a regulation or code we follow, a court order or other duty, a requirement or obligation; or
- doing so would expose us to action or censure from any government, regulator or law enforcement agency.

## 5. Refunds

We're not responsible for processing refunds and we cannot request a refund from a merchant on your behalf. You must contact the merchant to discuss how to get a refund for any purchase you made using the HSBC Open Payments service.

## 6. Who to contact if you need help

### **HSBC UK**

You should contact us if you have a question about HSBC Open Payments, if you need information on the transaction or if there's a technical problem with the HSBC Open Payments service, for example if you're not redirected from the merchant's website to your bank's online banking portal or mobile application. You can contact us using the details in the 'Contacting us' section above.

### **Your bank or building society**

You'll need to contact your bank if:

- you suspect that someone has made an incorrect or unauthorised payment from your account using the HSBC Open Payments service;
- the merchant's details you've confirmed are incorrect, or you want to dispute or query the payment for any other reason;
- you're not able to complete your authentication, or you're not able to login to your online banking or mobile application; or

- you've logged in to your online banking or mobile application and your bank rejects the payment for any other reason, for example because there are insufficient funds on your account.

### **The merchant you purchased from**

You should contact the merchant if you have a complaint or query about the goods or services you purchased, or if you want a refund for something you paid for using HSBC Open Payments. We can't help with refunds for faulty items or for issues with delivery of your purchase.

We're not responsible for any complaints or disputes about purchases you make using the HSBC Open Payments. You should settle these with the merchant that you purchased the goods or services from. We're also not responsible for the quality, safety, legality or any other aspect of any goods or services purchased using HSBC Open Payments.

## 7. Availability

HSBC Open Payments will be available 24/7, unless we're making changes to our systems or if we can't provide the services for technical, security, legal or regulatory reasons or due to unusual events or circumstances beyond our reasonable control (for example, if a service provider stops providing services to us for any reason or your bank's online banking system is down). We will not be liable for any losses you may suffer if HSBC Open Payments is not available.

HSBC Open Payments, or some features of it, may not be available or may vary depending on your computer, mobile device or operating system, or the terms of your relationship with your account provider.

## 8. What's our liability to you?

We provide HSBC Open Payments "as is" and it's your responsibility to use them in an appropriate way. We'll take reasonable care to make sure they work as described, but you shouldn't solely rely on them and we won't be responsible if they don't work as you expect. Our responsibility is to provide the HSBC Open Payments Service in accordance with these terms.

It's your responsibility to ensure that your device has an up-to-date operating system and can access your bank's online banking website or mobile application. We cannot guarantee that we'll continue to support the operating system on your device.

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

We'll do all we can to carry out our side of the agreement but we're only responsible for how HSBC Open Payments operates. We're not responsible for any losses you may have if we aren't able to perform our obligations under the agreement because of:

- legal or regulatory reasons; or
- circumstances we couldn't predict or that aren't normal, that are outside our (or our agents' and/or subcontractors') control and that we couldn't have avoided even where we used all of our efforts to, for example industrial action or mechanical failure.

## 10. If you have a complaint about HSBC Open Payments

If you have a complaint or question about HSBC Open Payments, you can contact us using the details in the 'Contacting us' section above. 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**



Address: Exchange Tower, London E14 9SR



Tel: 0800 023 4567 or 0300 123 9123



Email: [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)



[financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

If you're not eligible to use the Financial Ombudsman Service, then please note we do not use any other alternative dispute resolution service.

## 11. Which country's courts and laws apply?

These terms are governed by English law and English courts shall have jurisdiction over any dispute.

## 12. Trademarks and copyright

The HSBC wordmark and/or HSBC branded logo displayed as part of these terms and the HSBC Open Bank service are owned by HSBC UK Bank plc unless otherwise noted. Your use of the HSBC Open Payments does not grant you any right or permission to use any HSBC owned trademark or other copyrighted material including these terms.

## 13. Authorisation details

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 and its registered office at 1 Centenary Square, Birmingham, B1 1HQ. HSBC UK Bank plc's registered VAT Number is GB 365684514.



# Accessibility

If you need any of this information in a different format, please let us know. **This includes large print, braille, or audio.** You can speak with us using the live chat service on our website, by visiting one of our branches or by giving us a call.

There are also lots of other options available to help you communicate with us. Some of these are provided by third parties who are responsible for the service. These include a Text Relay Service and a British Sign Language (BSL) Video Relay Service. To find out more, please get in touch. You can also visit [business.hsbc.uk/accessibility](https://business.hsbc.uk/accessibility) or [business.hsbc.uk/contact-us](https://business.hsbc.uk/contact-us).

**business.hsbc.uk**

**HSBC UK Bank plc.** Registered in England and Wales (company number: 9928412). Registered Office: 1 Centenary Square, Birmingham, B1 1HQ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number: 765112).

CMBLIT364 ©HSBC Group 2025. All Rights Reserved.