

**PRICING SUPPLEMENT FOR CREDIT-LINKED NOTES (2014 ISDA CREDIT DERIVATIVES DEFINITIONS VERSION)**

The terms and conditions of Credit-Linked Notes shall consist of the "*Terms and Conditions of the Notes*" set out in "*Part B – Information relating to the Notes Generally*" and "*Part G – Additional Terms and Conditions relating to Credit-Linked Notes (2014 ISDA Credit Derivatives Definitions Version)*" of the Offering Memorandum (together the "**Base Conditions**") as amended or supplemented by the terms set out in this Pricing Supplement (including the Schedule hereto) (the "**Pricing Supplement**"), (terms used herein shall be deemed to be defined as such for the purposes of the Base Conditions).

Pricing Supplement dated: 9 June 2015

**HSBC Bank plc**

*(A company incorporated with limited liability in England with registered number 14259)*

as Issuer

**Programme for the Issuance of Notes and Warrants**

Issue of

**USD 10,000,000 Dual Range CMS/CMS Spread Credit Linked Note due 2025 linked to Australia and New Zealand Banking Group**

**issued pursuant to HSBC Bank plc's Programme for the Issuance of Notes and Warrants**

**PART A - CONTRACTUAL TERMS**

This document constitutes the pricing supplement ("**Pricing Supplement**") relating to the issue of a Note described herein for the purposes of listing on the Official List of the Irish Stock Exchange and must be read in conjunction with the Offering Memorandum dated 18 June 2014 as supplemented from time to time (the "**Offering Memorandum**") which, together with this Pricing Supplement, constitute listing particulars for the purposes of listing on the Global Exchange Market. Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions of the Note (the "**Conditions**") set forth in such Offering Memorandum.

Full information on the Issuer and the offer of the Note is only available on the basis of the combination of this Pricing Supplement and the Offering Memorandum. The Offering Memorandum is available for viewing at HSBC Bank plc, 8 Canada Square, London E14 5HQ, United Kingdom and [www.hsbc.com](http://www.hsbc.com) (please follow links to 'Investor relations', 'Fixed income securities', 'Issuance programmes') and copies may be obtained from HSBC Bank plc, 8 Canada Square, London E14 5HQ, United Kingdom.

**The Offering Memorandum does not comprise (i) a prospectus for the purposes of Part VI of the Financial Services and Markets Act 2000 (as amended) or (ii) a base prospectus for the purposes of Directive 2003/71/EC as amended (the "Prospectus Directive"). The Offering Memorandum has been prepared solely with regard to Note that are not to be admitted to listing or trading on any regulated market for the purposes of Directive 2004/39/EC and not to be offered to the public in a Member State (other than pursuant to one or more of the exemptions set out in Article 3.2 of the Prospectus Directive).**

**It is advisable that investors considering acquiring the Note understand the risks of transactions involving the Note and it is advisable that they reach an investment decision after carefully considering, with their financial, legal, regulatory, tax, accounting and other advisers, the suitability of the Note in light of their particular circumstances (including without limitation their own financial circumstances and investment objectives and the impact the Note will have on their overall investment portfolio) and the information contained in the Offering Memorandum and this Pricing Supplement. Investors should consider carefully the risk factors set forth under "Risk Factors" in the Offering Memorandum.**

1. Issuer: HSBC Bank plc
2. Tranche number: 1
3. Currency:
  - (i) Settlement Currency: United States Dollars ("**USD**")
  - (ii) Denomination Currency: Settlement Currency
4. Aggregate Principal Amount of the Note admitted to trading:
  - (i) Series: USD 10,000,000
  - (ii) Tranche: USD 10,000,000
5.
  - (i) Issue Price: 100 per cent. of the Aggregate Principal Amount.
  - (ii) Commission payable: None
  - (iii) Selling concession: None
6.
  - (i) Denomination(s): USD 10,000,000  
(*Condition 2*)
  - (ii) Calculation Amount: USD 10,000,000
7.
  - (i) Issue Date: 9 June 2015
  - (ii) Interest Commencement Date: Issue Date
8. Maturity Date: 20 June 2025 (the "**Scheduled Maturity Date**"), subject as provided in the Credit Linked Conditions and to adjustment in accordance with the Following Business Day Convention.
9. Change of interest or redemption basis: Not applicable

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

10. Fixed Rate Note provisions: Not applicable  
(*Condition 4*)
11. Floating Rate Note Provisions: Applicable, except that as long as the Switch Option has not been exercised, the Floating Rate Note Provisions will be deemed as amended so that the Note is a Dual Range CMS/CMS Spread Credit-Linked Note.
  - (i) Interest Period(s): As set out in the Credit Linked Conditions.
  - (ii) Interest Payment Dates: 20 March , June, September and December in each year, commencing on and including the First Interest Payment Date and ending on the Scheduled Maturity Date, in each case subject as provided in the Credit Linked Conditions and to adjustment in accordance with the Following Business Day Convention.
  - (iii) First Interest Payment Date: 20 September 2015, subject as provided in the Credit Linked Conditions (subject to adjustment in accordance

with the Following Business Day Convention).

- (iv) Interest Amount: Condition 5 applies.
- (v) Business Day Convention: Following Business Day Convention.
- (vi) Business Centre(s): London and New York and Sydney
- (vii) Screen Rate Determination: Applicable
- (1) Reference Rate: USD-LIBOR-BBA
- A reference to the BBA includes a reference to any successor administrator of LIBOR.
- (2) Interest Determination Date(s): Two London banking days prior to the first day of the relevant Interest Period.
- (3) Relevant Screen Page: Reuters LIBOR01 Page (or, if not available, on whatever page of such recognised screen service that may be substituted thereof for the display of USD-LIBOR-BBA).
- (4) Relevant Financial Centre: London
- (5) Designated Maturity: 3-month
- (viii) ISDA Determination: Not applicable
- (ix) Linear Interpolation: Applicable – the Rate of Interest for the Interest Period ending on the Interest Payment Date falling in September 2015 shall be calculated using Linear Interpolation.
- (x) Margin(s): Not applicable. See definition of "Rate of Interest" below.
- (xi) Day Count Fraction: Actual/360
- (xii) Relevant time: 11:00 am London time
- (xiii) Minimum Rate of Interest: 0 (zero) per cent. per annum
- (xiv) Maximum Rate of Interest: Not applicable
- (xv) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Note, if different from those set out in the Conditions:
- "Switch Option"**: The Issuer has the right, but not the obligation, in whole but not in part, to switch the Rate of Interest applicable to the Note with effect from the Interest Payment Date falling in June 2016 and each Interest Payment Date thereafter, by giving not less than 10 Business Days' prior notice to the applicable Interest Payment Date.
- "Rate of Interest"** means, subject to Minimum Rate of Interest:
- (i) with effect from the Interest Commencement Date and so long as the Switch Option has not been exercised, the sum of the Reference Rate *plus* the Margin before Switch *then multiplied by* (n divided by N); and
- (ii) if the Switch Option is exercised in accordance with

the definition thereof in respect of the Interest Payment Date in respect of which the Switch Option was exercised and every Interest Payment Date thereafter, the sum of the Reference Rate *plus* the Margin after Switch.

**"Margin before Switch"** means 2.70 per cent. per annum.

**"Margin after Switch"** means 2.00 per cent. per annum.

**"n"** means the number of calendar days in the Accrual Period where the CMS Reference Rate fixes within the Range and the Reference Spread fixes at or above the Accrual Barrier.

**"N"** means the total number of calendar days in each Accrual Period.

**"Accrual Period"** means the period from and including the first day of the relevant Interest Period to but excluding the last day of such Interest Period.

**"CMS Reference Rate"** means USD CMS 10y.

**"Range"** means from and including 0.00% to and including 6.00%.

**"Reference Spread"** means USD CMS 30y *minus* USD CMS 2y.

**"Accrual Barrier"** means 0%.

**"USD CMS 10y"** means the rate for fixed float interest rate swaps in USD for a period of 10 years which appears on Reuters Page ISDAFIX1 as of 11 am New York time on each calendar day. In case a calendar day is not a Business Day, the relevant rate is the rate displayed on the ISDAFIX1 page on the last Business Day prior to such calendar day.

**"USD CMS 30y"** means the rate for fixed float interest rate swaps in USD for a period of 30 years which appears on Reuters Page ISDAFIX1 as of 11 am New York time on each calendar day. In case a calendar day is not a Business Day, the relevant rate is the rate displayed on the ISDAFIX1 page on the Business Day immediately prior to such calendar day.

**"USD CMS 2y"** means the rate for fixed float interest rate swaps in USD for a period of 2 years which appears on the Reuters Page ISDAFIX1 as of 11 am New York time on each calendar day. In case a calendar day is not a Business Day, the relevant rate is the rate displayed on the ISDAFIX1 page on the Business Day immediately prior to such calendar day.

**Provided that**, in respect of each Accrual Period and each of USD CMS 30y, USD CMS 10y and USD CMS 2y, the relevant Reference Spread determined in respect of each of the calendar days during for the period one week prior to end of the relevant Accrual Period shall be fixed on the fifth Business Day prior to the end of such

Accrual Period.

Disruption Provisions: If on a Business Day during the Accrual Period the rate used for a CMS Reference Rate or a Reference Spread is not published on the relevant fixing page for such rate used for the Reference Spread or is otherwise not available, the Calculation Agent will determine such rate or Reference Spread by reference to the “USD-CMS-Reference Banks” as the applicable Floating Rate Option.

- |     |  |                |
|-----|--|----------------|
| 12. | Variable Coupon Amount Note provisions: ( <i>Condition 5</i> )                       | Not applicable |
| 13. | Zero Coupon Note provisions: ( <i>Condition 6</i> )                                  | Not applicable |
| 14. | Equity/Index-Linked Interest Note and other variable-linked Interest Note provisions | Not applicable |

#### **PROVISIONS RELATING TO REDEMPTION**

- |     |   |   |
|-----|---|---|
| 15. | Issuer's optional redemption (Call Option): ( <i>Condition 7(c)</i> )   | Not applicable  |
| 16. | Noteholder's optional redemption (Put Option): ( <i>Condition 7(d)</i> )  | Not applicable  |
| 17. | Final Redemption Amount:  | USD 10,000,000  |
| 18. | Final Redemption Amount in cases where the final Redemption Amount is Index-linked to other variable linked:  | Not applicable  |
| 19. | Instalment Notes:   | Not applicable  |
| 20. | Early Redemption Amount:  | Yes   |
|     | (i) Early Redemption Amount (upon redemption for taxation reasons, illegality or following an Event of Default) ( <i>Condition 7(b), 7(f) and Condition 11</i> ): | The Early Redemption Amount shall be determined in good faith by the Calculation Agent in its absolute discretion to be the fair market value of the Note immediately prior to the early redemption date less any Unwind Costs, subject to a minimum of zero. |
|     | (ii) Other redemption provisions:   | Not applicable  |
| 21. | Credit Linked Redemption:   |   |
|     | (i) Part G – Product Supplement for Credit Linked Notes (2014 ISDA Credit Derivatives Definitions Version)  | Applicable  |
|     | (ii) Type of Credit Linked Notes  | Single Reference Entity Credit Linked Note  |

(iii)	Unwind Costs:	Standard Unwind Costs
(iv)	Settlement Method:	Physical Delivery
(v)	Basket Credit Linked Terms:	Not applicable
(vi)	Trade Date:	26 May 2015
(vii)	Calculation Agent City:	London
(viii)	Reference Entity(ies):	See the Schedule hereto.
(ix)	Transaction Type:	See the Schedule hereto.
		The " <b>Standard Terms</b> " in respect of a Reference Entity will be the standard terms set out in the Credit Derivatives Physical Settlement Matrix dated 22 September 2014 as published by ISDA on its website at <a href="http://www.isda.org">www.isda.org</a> , in relation to the Transaction Type for such Reference Entity.
(x)	Reference Entity Notional Amount:	See the Schedule hereto.
(xi)	Reference Obligation(s):	Standard Reference Obligation: Applicable Senior Level
(xii)	All Guarantees:	As per the Standard Terms.
(xiii)	Credit Events:	As per the Standard Terms.
	Default Requirement:	As per Credit Linked Condition 14.
	Payment Requirement:	As per Credit Linked Condition 14.
(xiv)	Financial Reference Entity Terms:	As per the Standard Terms.
(xv)	Subordinated European Insurance Terms:	As per the Standard Terms.
(xvi)	Credit Event Determination Date:	Notice of Publicly Available Information: Applicable
(xvii)	Obligation(s):	
	Obligation Category:	As per the Standard Terms.
	Obligation Characteristics:	As per the Standard Terms.
(xviii)	Excluded Obligation(s):	None
(xix)	Accrual of Interest upon Credit Event:	Applicable
<b><i>Terms relating to Cash Settlement</i></b>		
(xx)	Credit Event Redemption Amount:	As set out in the Credit Linked Conditions.

(xxi)	Credit Event Redemption Date:	Credit Linked Condition 14 applies.
(xxii)	Valuation Date:	Applicable
(xxiii)	Valuation Time:	As per Credit Linked Condition 14.
(xxiv)	Indicative Quotations:	Not applicable
(xxv)	Quotation Method:	As per Credit Linked Condition 14
(xxvi)	Quotation Amount:	Credit Linked Conditions apply.
(xxvii)	Minimum Quotation Amount:	As per Credit Linked Condition 14.
(xxviii)	Quotation Dealers:	<p>ABN Amro Bank NV</p> <p>Barclays Bank PLC</p> <p>BNP Paribas</p> <p>Citibank, N.A., London Branch</p> <p>Commerzbank AG</p> <p>Credit Suisse Securities (Europe) Limited</p> <p>Deutsche Bank AG, London Branch</p> <p>Goldman Sachs International</p> <p>HSBC Bank plc</p> <p>The Hongkong and Shanghai Banking Corporation Limited</p> <p>HSBC Bank Middle East Limited</p> <p>HSBC Bank USA, National Association</p> <p>J.P. Morgan Securities LLC</p> <p>Merrill Lynch International</p> <p>Morgan Stanley &amp; Co. International plc</p> <p>Société Générale</p> <p>The Royal Bank of Scotland plc</p> <p>UBS Limited</p>
(xxix)	Quotations:	As per Credit Linked Condition 14.
(xxx)	Valuation Method:	Highest
(xxxi)	Valuation Obligations:	
	Valuation Obligation Category:	The Deliverable Obligation Category under the Standard Terms.
	Valuation Obligation	The Deliverable Obligation Characteristics under the

	Characteristics:	Standard Terms.
(xxxii)	Excluded Valuation Obligation(s):	Not applicable
<b><i>Terms relating to Physical Delivery</i></b>		
(xxxiii)	Physical Settlement Period:	As per Credit Linked Condition 14.
(xxxiv)	Accrued Interest on Entitlement:	As per Credit Linked Condition 14.
(xxxv)	Credit Settlement Currency:	As per Credit Linked Condition 14.
(xxxvi)	Deliverable Obligations:	
	Deliverable Obligation Category:	As per the Standard Terms.
	Deliverable Obligation Characteristics:	As per the Standard Terms.
(xxxvii)	Excluded Deliverable Obligation(s):	Not applicable
(xxxviii)	Indicative Quotations:	Not applicable
(xxxix)	Valuation Time:	As per Credit Linked Condition 14.
(xxxx)	Delivery provisions for Entitlement if different from Credit Linked Conditions:	Not applicable
(xxxxi)	Qualifying Participation Seller:	Not applicable
(xxxxii)	Sovereign No Asset Package Delivery:	Not applicable
22.	Trigger Event Provisions:	Not applicable
<b>GENERAL PROVISIONS APPLICABLE TO THE NOTE</b>		
23.	Form of Note: ( <i>Condition 2(a)</i> )	
	(i) Form of Note:	Bearer Note
	(ii) Bearer Note exchangeable for Registered Note:	No
24.	New Global Note	No
25.	If issued in bearer form:	
	(i) Initially represented by a Temporary Global Note or Permanent Global Note:	Temporary Global Note
	(ii) Temporary Global Note exchangeable for Permanent Global Note and/or Definitive Note and/or	Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Note in the limited circumstances set out in the Permanent Global



	Registered Note:	Note.
	<i>(Condition 2(a))</i>	
(iii)	Permanent Global Note exchangeable at the option of the Issuer in circumstances where the Issuer would suffer material disadvantage following a change of law or regulation:	No
(iv)	Coupons to be attached to Definitive Note:	No
(v)	Talons for future Coupons to be attached to Definitive Note:	No
26.	Exchange Date for exchange of Temporary Global Note:	Not earlier than 40 days following the Issue Date.
27.	Payments: <i>(Condition 9)</i>	
(i)	Relevant Financial Centre Day:	A day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London and New York and Sydney (as defined in Condition 1 <i>(Definitions)</i> ).
28.	Redenomination: <i>(Condition 10)</i>	Not applicable
29.	Other terms:	The definition of "Credit Event Backstop Date" is amended and restated in its entirety in Credit Linked Condition 14, as follows:  <b>"Credit Event Backstop Date"</b> means:
	(a)	for purposes of any event that constitutes a Credit Event (or with respect to a Repudiation/Moratorium, if applicable, the event described in paragraph (b) of the definition of Repudiation/Moratorium), as determined by DC Resolution, the date that is the later of:
	(A)	the Trade Date; and
	(B)	60 calendar days prior to the Credit Event Resolution Request Date; or
	(b)	otherwise, the date that is the later of:
	(A)	the Trade Date; and
	(B)	sixty (60) calendar days prior to the earlier of:
	(i)	if the Notice Delivery Date

occurs during the Notice Delivery Period, the Notice Delivery Date; and

- (ii) if the Notice Delivery Date occurs during the Post Dismissal Additional Period, the Credit Event Resolution Request Date.

The Credit Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention."

**DISTRIBUTION**

- 30. (i) If syndicated, names of Relevant Dealer(s)/Lead Manager(s): Not applicable
- (ii) If syndicated, names, addresses and underwriting commitments of other Dealers/Managers (if any): Not applicable
- 31. Selling restrictions: TEFRA D Rules
- United States of America: Note may not be offered or sold within the United States of America or, to or for the account or the benefit of, a US person (as defined in Regulation S).
- Exemption(s) from requirements under Directive 2003/71/EC (as amended) (the "**Prospectus Directive**"): The denomination of the Note is greater than or equal to EUR100,000 (or equivalent amount in another currency).
- 32. Additional selling restrictions: Not applicable

**CONFIRMED**

**HSBC BANK PLC**

By: 

Name: Ann Keddy

By: .....

*Authorised Signatory*

## PART B - OTHER INFORMATION

### 1. LISTING

- (i) Listing: Application has been made to admit the Note to listing on the Official List of Irish Stock Exchange on or around the Issue Date. No assurance can be given as to whether or not, or when, such application will be granted.
- (ii) Admission to trading: Application has been made for the Note to be admitted to trading on the Global Exchange Market with effect from [the Issue Date]. No assurance can be given as to whether or not, or when, such application will be granted.
- (iii) Estimated total expenses of admission to trading: EUR 500

### 2. RATINGS

- Ratings: The Note is not rated.

### OPERATIONAL INFORMATION

3. ISIN Code: XS1241054128
4. Common Code: 124105412
5. CUSIP: Not applicable
6. Valoren Number: Not applicable
7. SEDOL: Not applicable
8. WKN: Not applicable
9. Intended to be held in a manner which would allow Eurosystem eligibility: No  
Note that this does not necessarily mean that the Note will then be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during its life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.
10. Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): None
11. Delivery: Delivery against payment
12. Settlement procedures: Medium Term Note
13. Additional Paying Agent(s) (if any): None
14. Common Depository: HSBC Bank plc

15. Calculation Agent: HSBC Bank plc
16. City in which specified office of Registrar to be maintained: (*Condition 15*) Not applicable
17. ERISA Considerations: The Note may not be purchased by "benefit plan investors". See "Certain ERISA Considerations" in the Offering Memorandum for further information.

## SCHEDULE

<u>Reference Entity</u>	<u>Seniority</u>	<u>Transaction Type</u>	<u>Reference Entity Notional Amount</u>
Australia & New Zealand Banking Group	Senior Level	Standard Australia Financial Corporate	USD 10,000,000