THE TERMS AND CONDITIONS OF CREDIT-LINKED NOTES SHALL CONSIST OF THE "TERMS AND CONDITIONS OF THE NOTES" SET OUT IN "PART B – INFORMATION ABOUT THE NOTES GENERALLY" AND "PART I – ADDITIONAL TERMS AND CONDITIONS RELATING TO CREDIT-LINKED NOTES (SINGLE NAME-UNLEVERAGED)" OF THIS BASE PROSPECTUS (THE "BASE CONDITIONS") AS AMENDED OR SUPPLEMENTED BY THE TERMS SET OUT IN THE FINAL TERMS (INCLUDING THE SCHEDULES THERETO) (THE "FINAL TERMS"), SUBSTANTIALLY IN THE FORM WHICH IS SET OUT BELOW (TERMS USED IN SUCH PROVISIONS BEING DEEMED TO BE DEFINED AS SUCH FOR THE PURPOSES OF THIS BASE PROSPECTUS).

Notes issued pursuant to these Final Terms are securities to be listed under Listing Rule 17.

FINAL TERMS

Final Terms dated 8 August 2012
Series No.: NWP24355
Tranche No.: 1

HSBC Bank plc

Programme for the Issuance of Notes and Warrants

Issue of

USD 10,000,000 Credit Linked Notes due 2017 (the "Notes") linked to Mizuho Corporate Bank Limited

PART A – CONTRACTUAL TERMS

This document constitutes the Final Terms relating to the issue of the Tranche of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions of the Notes (the "**Conditions**") set forth in the Base Prospectus dated 19 June 2012 in relation to the above Programme which together with each supplemental prospectus relating to the above Programme published by the Issuer after 19 June 2012 constitute a prospectus ("**Prospectus**") for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the "**Prospectus Directive**"). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus. The Prospectus is available for viewing at HSBC Bank plc, 8 Canada Square, London E14 5HQ and http://www.hsbc.com/1/2/investor-relations/fixed-income and copies may be obtained from HSBC Bank plc, 8 Canada Square, London E14 5HQ.

It is advisable that prospective investors considering acquiring any Notes understand the risks of transactions involving the Notes 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 Notes in light of their particular circumstances (including without limitation their own financial circumstances and investment objectives and the impact the Notes will have on their overall investment portfolio) and the information contained in the Prospectus and these Final Terms. Prospective investors should consider carefully the risk factors set forth under "Risk Factors" in the Prospectus.

1.	(i)	Issuer:	HSBC Bank plc
	(ii)	Arranger:	HSBC Bank plc
2.	(i)	Series number:	NWP 24355
	(ii)	Tranche number:	1
	(iii)	Whether issue is of Notes or Certificates:	Notes
3.	Specified Currency or currencies:		
	(i)	of denomination:	US Dollar ("USD")
	(ii)	of payment	USD
4.	Aggregate Principal Amount		
	(i)	Series:	USD 10,000,000
	(ii)	Tranche:	USD 10,000,000
5.	(i)	Issue Price:	100.00 per cent. of the Aggregate Principal Amount
	(ii)	Commission payable:	None
	(iii)	Selling concession:	None
6.	(i)	Denomination(s): (*Condition 1(b)*)	USD 150,000 provided that, for so long as the Notes are represented by a Global Note and the clearing system so permits, the Notes shall be tradeable in minimum nominal amounts of USD 150,000 and integral multiples of USD 1,000 thereafter.
	(ii)	Calculation Amount:	USD 1,000
7.	(i)	Issue Date:	8 August 2012
	(ii)	Interest Commencement Date:	Issue Date
8.	Maturity Date: (*Condition 6(a)*)		Subject to the occurrence of a Potential Credit Event, the earliest of (i) 20 September 2017 (the "**Scheduled Maturity Date**"), subject to adjustment in accordance with the Following Business Day Convention, (ii) if a Credit Event Notice Date occurs, the Credit Event Redemption Date and (iii) the date on which the Notes fall due for redemption pursuant to the occurrence of one or more of the events specified under Conditions 6(b), 6(h) and 10.
	Potential Credit Event:		Notwithstanding anything to the contrary in the Additional Conditions, if facts exist which may result in the determination that a Credit Event has occurred or exists on or prior to the

		Extension Date (a "**Potential Credit Event**"), the Maturity Date shall be extended to (1) if a Credit Event Notice is delivered on or prior to the Notice Delivery Period End Date, the Credit Event Redemption Date, or (2) if no Credit Event Notice is delivered on or prior to the Notice Delivery Period End Date, the earlier of (a) the date on which the Issuer notifies the Noteholders that a Potential Credit Event no longer exists, and (b) the third Business Day after the Notice Delivery Period End Date (the "**Extended Maturity Date**"). "**Notice Delivery Period End Date**" means the fifth (5th) Business Day following (a) if a Valid Credit Event Resolution Request Date occurs, the later of (i) the 14th calendar day following the Extension Date and (ii) any of the following (I) if the relevant Credit Event is not a Restructuring, the date on which the Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Credit Event has occurred; (II) if the relevant Credit Event is a Restructuring, the relevant Exercise Cut-Off Date; (III) the day on which the Credit Derivatives Determinations Committee has Resolved that no event that constitutes a Credit Event has occurred; or (IV) the day that is 14th calendar day following the date on which the Credit Derivatives Determinations Committee has Resolved not to determine whether or not an event constitutes a Credit Event; or (b) otherwise the 14th calendar day following the Extension Date. For the avoidance of doubt, if the Maturity Date is extended pursuant to the occurrence of a Potential Credit Event, no interest shall accrue in respect of the period from and including the Scheduled Maturity Date to and including the Extended Maturity Date.
9.	Interest basis: (*Conditions 3 to 5*)	3-month USD-BBA-Libor + 2.21% p.a. See Floating Rate Note Provisions
10.	Redemption basis: (*Condition 6*)	Credit-Linked Redemption See Additional Conditions for provisions relating to Redemption following the occurrence of a Credit Event.
11.	Change of interest or redemption basis:	Notwithstanding anything to the contrary in the Additional Conditions, in the event that the Notes are redeemed on the Credit Event

		Redemption Date, the final redemption amount of the Notes shall be the Credit Event Redemption Amount
12.	Put/Call options:	Not applicable
13. (i)	Status of the Notes: (*Condition 2*)	Unsubordinated, unsecured
(ii)	Date Board approval for issuance of Notes obtained:	Not applicable
14.	Method of distribution:	Non-syndicated

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15.	Fixed Rate Note provisions: (*Condition 3*)	Not Applicable
16.	Floating Rate Note Provisions: (*Condition 4*)	Applicable
(i)	Interest Period:	The period from and including an Interest Payment Date to but excluding the next succeeding Interest Payment Date, with the exception that the first such period shall commence on and include the Issue Date and the last such period shall end on but exclude the earliest of (i) the Credit Event Notice Date (if any), (ii) the Valid Credit Event Resolution Request Date (**provided that** a Credit Event Notice Date subsequently occurs), (iii) the Scheduled Maturity Date and (iv) the Maturity Date
(ii)	Interest Payment Dates:	20 March, June, September and December in each year, commencing on and including 20 September 2012 and ending on the earliest of (i) the Credit Event Redemption Date (ii) the Scheduled Maturity Date and (iii) the Maturity Date, in each case subject to adjustment in accordance with the Following Business Day Convention
(iii)	First Interest Payment Date:	20 September 2012
(iv)	Interest Amount:	An amount equal to (a) the product of: (i) the Aggregate Principal Amount of the Notes (subject to the occurrence of a Succession Event or partial redemption following a Restructuring Credit Event) for the relevant Interest Period; (ii) the Rate of Interest, divided by (b) the number of Notes on the relevant Interest Payment Date, subject to the

		Day Count Fraction.
(v)	Business Day Convention:	Following Business Day Convention
(vi)	Business Centre(s):	London, New York and Tokyo
(vii)	Screen Rate Determination:	Applicable
	(1) Reference Rate:	3 month USD-BBA-LIBOR
	(2) Interest Determination Date(s):	Two London banking days prior to the start of each 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, provided that the Designated Maturity in respect of the first Interest Period shall be determined through the use of straight-line interpolation by reference to two rates based on the relevant Rate of Interest, one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the Interest Period.
(viii)	ISDA Determination:	Not applicable
(ix)	Margin(s):	+2.21 per cent. per annum
(x)	Day Count Fraction:	Actual/360
(xi)	Relevant time:	11:00 am London time
(xii)	Minimum Rate of Interest:	Not applicable
(xiii)	Maximum Rate of Interest:	Not applicable
(xiv)	Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:	Not applicable
17.	Variable Coupon Amount Note provisions (*Condition 5*)	Not applicable
18.	Zero Coupon Note provisions: (*Condition 5*)	Not applicable

19.	Index-Linked Interest Note/Other Variable-Linked Interest Note provisions	Not applicable
20.	Dual Currency Note provisions/Multi-currency Note provisions	Not applicable

PROVISIONS RELATING TO REDEMPTION

21.	Issuer's optional redemption (Call): (*Condition 6(c)*)	Not applicable
22.	Noteholder's optional redemption (Put): (*Condition 6(d)*)	Not applicable.
23.	Final Redemption Amount of each Note: (*Condition 6(a)*)	100 per cent. of the Aggregate Principal Amount of the Notes divided by the number of Notes on the Scheduled Maturity Date if no Credit Event Notice Date occurs on or prior to the Scheduled Maturity Date (subject to extension upon the occurrence of a Potential Credit Event) and an amount equal to the Credit Event Redemption Amount divided by the number of Notes if a Credit Event Notice Date occurs on or prior to the Scheduled Maturity Date (subject to extension upon the occurrence of a Potential Credit Event).
24.	Final Redemption Amount of each Note in cases where the final Redemption Amount is Index-linked to other variable linked:	Not applicable
25.	Instalment Notes: (*Condition 6(a)*)	Not applicable
26.	Early Redemption Amount:	Yes
	(i) Early Redemption Amount (upon redemption for taxation reasons, illegality or following an Event of Default) (*Condition 6(b), 6(h) and Condition 10*):	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 Notes immediately prior to the early redemption date less any Hedging Costs, subject to a minimum of zero.
	(ii) Other redemption provisions: (*Condition 6(i)*)	If the Issuer gives a Credit Event Notice, the Issuer shall be obliged to redeem the Notes in full or in part, as the case may be, by payment of the Credit Event Redemption Amount to the Noteholders on the Credit Event Redemption Date. The Credit Event Notice shall describe the Credit Event and specify the Reference Entity in respect of which the Credit Event has occurred. If ISDA has not publicly announced that an event that constitutes a Credit Event has occurred with respect to the

		Reference Entity, it will also include copies of relevant Publicly Available Information (two Public Sources) that support the occurrence of the Credit Event.
	(1) Credit Event Redemption Date:	As defined in the Additional Conditions.
	(2) Credit Event Redemption Amount:	Subject to the occurrence of a Succession Event or a partial redemption following a Restructuring Credit Event, an amount equal to (i) the product of (a) the Aggregate Principal Amount and (b) either (x) the Auction Final Price (if any); or (y) the Final Price, to the extent the Fallback Settlement Method applies, less (ii) any Hedging Costs, subject to a minimum of zero.

GENERAL PROVISIONS APPLICABLE TO THE NOTES

27.	Form of Notes: (*Condition 1(a)*)	
	(i) Form of Notes:	Bearer
	(ii) Bearer Notes exchangeable for Registered Notes:	No
28.	New Global Note	No
29.	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 Notes and/or Registered Notes: (*Condition 1(a)*)	Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances set out in the Permanent Global Note
	(iii) Permanent Global Note exchangeable at the option of the bearer for Definitive Notes and/or Registered Notes:	No
	(iv) Coupons to be attached to Definitive Notes:	Yes
	(v) Talons for future Coupons to be attached to Definitive Notes:	No
	(vi) (a) Definitive Notes to be security printed:	Yes
	(b) If the answer to (a) is yes, whether steel engraved plates will be used:	Yes
	(vii) Definitive Notes to be in ICMA or successor's format:	Yes

	(viii) Issuer or Noteholder to pay costs of security printing:	Issuer
30.	Exchange Date for exchange of Temporary Global Note:	Not earlier than 40 days following the Issue Date
31.	Payments: (*Condition 8*)	
	(i) Method of payment:	Condition 8(c) shall apply, subject as provided in the Temporary Global Note or, as the case may be, the Permanent Global Note
	(ii) 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, New York and Tokyo.
32.	Partly Paid Notes: (Condition 1)	No
33.	Redenomination: (*Condition 9*)	
	(i) Redenomination:	Not applicable
	(ii) Exchange:	Not applicable
34.	Other final terms:	The "*Additional Terms and Conditions relating to Credit-Linked Notes (Single name – Unleveraged)*" (the "**Additional Conditions**") set out in the Prospectus apply to the Notes, together with Schedules 1 and 2 hereto. The Notes are Unleveraged Credit-Linked Notes. In the event of any inconsistency between provisions set out in the Additional Conditions, this Part A of these Final Terms and Schedule 1 hereto, the following hierarchy shall apply, namely (i) firstly, Part A of these Final Terms, then (ii) Schedule 1 hereto and then (iii) the Additional Conditions.

DISTRIBUTION

35.	(i) If syndicated, names, addresses and underwriting commitments 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
	(iii) Date of Subscription Agreement:	Not applicable

	(iv) Stabilising Manager (if any):	Not applicable
36.	If non-syndicated, name and address of Relevant Dealer:	HSBC Bank plc of 8 Canada Square, London E14 5HQ
37.	Total commission and concession:	Not applicable
38.	Selling restrictions:	TEFRA D Rules
	United States of America:	Not Rule 144A eligible Notes may not be offered or sold within the United States of America or to or for the benefit of a US person (as defined in Regulation S)
	Other:	Not applicable
39.	Stabilisation:	Not applicable

LISTING AND ADMISSION TO TRADING APPLICATION

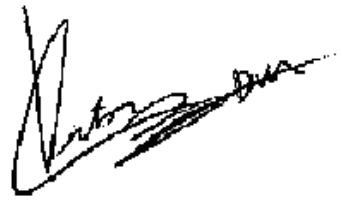
These Final Terms comprise the final terms required to list and have admitted to trading the issue of Notes described herein pursuant to the Programme for the Issuance of Notes and Warrants of HSBC Bank plc.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms.

CONFIRMED

HSBC BANK PLC



Victor Delgado Melgares

By: _____

Authorised Signatory

PART B – OTHER INFORMATION

1. **LISTING**

	(i) Listing	Application has been made to admit the Notes to listing on the Official List of the Financial Services Authority pursuant to listing Rule 17. 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 Notes to be admitted to trading on the Regulated Market of the London Stock Exchange with effect from the Issue Date. No assurance can be given as to whether or not, or when, such application will be granted.

2. **RATINGS**

	Ratings:	The Notes have not specifically been rated The long term senior debt of HSBC Bank plc has been rated: S&P: AA- Moody's: Aa3 Fitch: AA Each of S&P, Moody's and Fitch is established in the European Union and registered under Regulation (EC) No 1060/2009, as amended.

OPERATIONAL INFORMATION

3.	ISIN Code:	XS0808622533
4.	Common Code:	080862253
5.	CUSIP:	Not applicable
6.	SEDOL:	Not applicable
7.	Intended to be held in a manner which would allow Eurosystem eligibility:	No
8.	Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s):	None
9.	Delivery:	Delivery against payment
10.	Settlement procedures:	Medium Term Note
11.	(i) Principal Paying Agent:	HSBC Bank plc

	(ii) Additional Paying Agent(s) (if any):	None
12.	Common Depositary:	HSBC Bank plc
13.	Agent Bank/Calculation Agent:	HSBC Bank plc
	• is Calculation Agent to make calculations?	Yes, provided however that the Agent Bank shall make all calculations in respect of interest payments.
	• if not, identify calculation agent:	Not applicable
14.	Notices: (*Condition 13*)	As provided in Condition 13
15.	City in which specified office of Registrar to be maintained: (*Condition 12*)	Not applicable
16.	ERISA Considerations:	Not applicable

TERMS AND CONDITIONS OF THE OFFER

17.	Offer Price:	Issue Price
18.	Conditions to which the offer is subject:	Not applicable
19.	Description of the application process:	Not applicable
20.	Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:	Not applicable
21.	Details of the minimum and/or maximum amount of application:	Not applicable
22.	Details of the method and time limits for paying up and delivering the Notes:	Not applicable
23.	Manner in and date on which results of the offer are to be made public:	Not applicable
24.	Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:	Not applicable
25.	Categories of potential investors to which the Notes are offered and whether tranche(s) have been reserved for certain countries:	Not applicable
26.	Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	Not applicable
27.	Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	Not applicable
28.	Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where	None

the offer takes place.

SCHEDULE 1
CREDIT-LINKED NOTE SPECIFICATIONS

1. **General Terms**

Business Day:	London, New York and Tokyo
Business Day Convention:	Following Business Day Convention, which shall apply to any date other than (a) the Credit Event Backstop Date or (b) the Succession Event Backstop Date, that falls on a day that is not a Business Day.
Reference Entity:	The entity specified in Schedule 2 and any Successor either (a) identified by the Calculation Agent pursuant to the definition of "Successor" on or following the Trade Date or (b) in respect of which ISDA publicly announces on or following the Trade Date that the relevant Credit Derivatives Determinations Committee has Resolved, in respect of a Succession Event Resolution Request Date, a Successor in accordance with the Rules. The Reference Entity has been designated as a particular "Transaction Type" in Schedule 2. References to "**Standard Terms**" mean, in respect of a Reference Entity, the standard terms set out in the Credit Derivatives Physical Settlement Matrix dated 29 May 2012, as published by ISDA on its website at www.isda.org, in relation to its Transaction Type.
Trade Date:	17 July 2012.
Reference Obligation:	Subject to the occurrence of a Succession Event, the obligation(s) (if any) identified as such in respect of such Reference Entity in Schedule 2.
Substitution:	Not applicable
All Guarantees:	Applicable or Not applicable as specified in the applicable Standard Terms.
Reference Price:	100 per cent.

2. **Credit Event Provisions**:

Reference Entity Calculation Amount:	Subject to the occurrence of a Succession Event or a partial redemption following a Restructuring Credit Event, an amount (denominated in the same currency) equal to the Aggregate Principal Amount of the Notes.
Credit Events:	In respect of a Reference Entity, the Credit Events specified in the applicable Standard Terms.
Obligation Category and Characteristics:	In respect of each Reference Entity, the Obligation Category and Obligation Characteristics specified in the applicable Standard Terms.

Excluded Obligations:	None

3. **Settlement Terms**

Settlement Currency:	None specified
Settlement Method:	Auction Settlement
Fallback Settlement Method:	Cash Settlement

Terms relating to Cash Settlement (if the Fallback Settlement Method applies):

Valuation Date:	Single Valuation Date. A Business Day as selected by the Issuer in its sole and absolute discretion.
Valuation Obligations:	Exclude Accrued Interest
Valuation Obligation Category and Characteristics:	In respect of each Reference Entity, the Deliverable Obligation Category and Deliverable Obligation Characteristics specified in the Standard Terms.
Determination of Final Price:	The Final Price will be the weighted average of the highest firm bid price obtained for each Valuation Obligation in the Portfolio, expressed as a percentage, determined by the Calculation Agent. With respect to each Valuation Obligation, the Calculation Agent shall conduct a dealer poll of at least three dealers indicated by the Issuer to the Calculation Agent in its sole and absolute discretion from the Dealer List set out below, with the exception that the Issuer may select a dealer not on the Dealer List if such dealer is a market-maker in the relevant type of Valuation Obligation or other major credit derivatives market participant. On the Valuation Date, the Calculation Agent shall seek to obtain Full Quotations from the selected dealers for an outstanding principal amount of each Valuation Obligation equal to its Valuation Obligation Calculation Amount. To the extent that the Calculation Agent is unable to obtain at least two Full Quotations for a Valuation Obligation or a Weighted Average Quotation on any day during the ten Business Day period following the Valuation Date, the Calculation Agent shall wait ten Business Days (the last such Business Day, the "**Backup Valuation Date**") and shall then repeat the valuation process. In the event that the Calculation Agent is unable to obtain at least two Full Quotations or a Weighted Average Quotation during the four Business Day period following the Backup Valuation Date, the Final Price shall be deemed to be any Full Quotation obtained on such fourth Business Day or, if no full quotation is obtained, the weighted average of

	any firm quotations obtained on such fourth Business Day with respect to the aggregate portion of the amount for which such quotations were obtained, and a quotation deemed to be zero for the balance of the amount for which firm quotations were not obtained on such day.
Dealer List:	ABN Amro Holding NV Bank of America/Merrill Lynch Barclays Bank PLC BNP Paribas Citibank, N.A. Commerzbank AG Credit Suisse Group Deutsche Bank AG The Goldman Sachs Group, Inc. HSBC Holdings plc J.P. Morgan Chase & Co. Morgan Stanley Royal Bank of Scotland Plc Societe Generale UBS AG
Interest until Credit Event Notice Date:	Applicable
Deduct Hedging Costs	Applicable

SCHEDULE 2

Reference Entity	Reference Obligation (ISIN)	Seniority	Transaction Type
Mizuho Corporate Bank Limited	JP388575A777	Senior Unsecured	Japan Corporate