

# What you need to know about your HSBC Credit Card

effective 1 April 2016

## **Visa Credit Cards Customer Service Centre**

**For customer service,  
lost or stolen or PIN queries:**

**Call  
132 152**

Within Australia 1800 029 951

Overseas (61 2) 9005 8511

(reverse charges).

## **HSBC Premier Centre**

**Call  
1300 301 168**

Overseas (61 2) 9005 8192

If we are not notified, you may  
be liable for unauthorised use.

Refer to conditions 13 and 14 of the  
HSBC Credit Card Conditions of Use.

## Important notice

These conditions replace all HSBC Credit Card Conditions of Use previously issued. This document does not contain all of the terms of your *loan agreement* or all of the information we are required to give *you* before the contract is made.

Further terms and conditions and information are included in any *sales voucher* given to you by a *merchant* at the *disclosure date* and the *schedule*.

The credit card contract governs the operation of the *account* and the use of a *card*. The *schedule* and HSBC's Credit Card Conditions of Use detail the respective rights and obligations for yourself, *users* and HSBC Bank Australia Limited, and offers guidance on the proper and safe use of cards and electronic banking services.

*You* may obtain general descriptive information on *our services* and procedures by requesting a copy of the booklet "Your personal banking guide" at any of our branches.

Information on current interest rates, *our* fees and charges and government charges is available on *our* website, [www.hsbc.com.au](http://www.hsbc.com.au) or by calling **132 152**.

**We strongly recommend that *you* and any *additional cardholder* read this booklet carefully and retain it for future reference.**

**If you do not understand any part of this booklet, please contact *us* on 132 152. *We* will be happy to explain any matter to *you*.**

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# Credit Card Conditions of Use

## 1 Meaning of words

*access code* means the personal identification number defined by a *user* for accessing Credit Cards Phone Banking or *credit cards online*.

*access method* means a method that we make available to *users* and accept as authority to act on an instruction given through *electronic equipment*.

A reference to an *access method* includes a reference to each of its individual components and includes, but is not limited to, *a card, identifier, memorable word, PIN or an identification reference* or any combination of these. It does not include a method where a manual signature is the principal intended means of verifying the authority to give the instruction.

*account* means an *account* established in *your* name for recording all *transactions* in connection with this contract.

*additional cardholder* means a person to whom a *card* is issued under condition 5.

*annual percentage rate* means a per annum rate of interest.

*ATM* means an automatic teller machine.

*biller* means an organisation which tells *users* that payments can be made to it through the *BPAY<sup>®</sup> scheme*.

*balance transfer* means an amount debited to *your account* on account of *your* application to *us* to effect such *transaction*, or any other amounts that *we* should so classify.

*BPAY<sup>®</sup>* means the electronic payment service provided by BPAY Pty Ltd ABN 69 079 137 518.

*BPAY<sup>®</sup> payment* means a payment *we* are instructed to make on behalf of a *user* to a *biller* through the *BPAY<sup>®</sup> scheme*.

*BPAY<sup>®</sup> scheme* means an electronic payments scheme through which a *user* can ask *us*, while *we* remain a member of the scheme, to make payments on the *user's* behalf to billers. *We* will tell *you* if *we* cease to be a member of the scheme.

*business day* means a day that is not:

(a) a Saturday or Sunday; or

(b) a public holiday, special holiday or bank holiday in any Australian State or Territory.

*card means* any credit card HSBC issues to *you* or an *additional cardholder* for use on *your account*. Each issued *card* will be distinguishable from each other.

*card number* means the unique number assigned by HSBC to each *card* and which shall be recorded on that *card*.

*card scheme* means Visa International Service Association (Visa) or MasterCard International Incorporated (MasterCard) as is determined by reference to the *card* facility maintained by *you*.

*cash advance* means:

- (a) each amount of cash supplied by use of a *card* on *your account* or by any other operation of *your account*;
- (b) each payment made by a *user* to a person who does not accept or is not entitled to accept credit payments from *your account* or states that any payment to them will be processed as a *cash advance* or if you are using *your card* for gambling purposes or to purchase a cash substitute, and
- (c) each amount transferred from *your account* to any other *account you* have with *us* or any other person (for instance, to effect a *balance transfer* or cash transfer).

*closing balance* means the *unpaid balance* of *your account* on the last day of a statement period which is described as such in the statement of *account* for that statement period.

*credit cards online* means the online service HSBC provides to allow the *users* to view statements, check balances, make certain payments and change personal details in relation to the *cards*.

*credit limit* is the amount described as such in the *schedule*.

*customer information* means any information about *you* or an *additional cardholder* that is provided to, or obtained by *us*, including credit information and confidential information.

*daily percentage rate* means the *annual percentage rate* divided by 365.

*deposit balance* means, at any time, the excess of all amounts credited over all amounts debited to *your account* at that time. When this amount is to be calculated at the end of a day, it includes all debits and credits assigned to that day.

*due date* means, in relation to a statement of *account*, the date shown as such on the statement of *account*.

*EFT account* means an account *you* have with HSBC which *you* nominate and which HSBC authorises *you* to access via the *internet banking service* and/or to conduct *EFT transactions*. If there is more than one *EFT account* holder and/or more than one authorised signatory to the *EFT account*, each *EFT account* holder and each signatory must be authorized to operate the *EFT account* alone. For the avoidance of doubt, an EFT account includes an *account*.

*EFT terminal* means any terminal connected to the electronic banking system and provided by or on behalf of *us* or any third party to conduct *EFT transactions* on *your account* and includes, but is not limited to, an *ATM*, *PINpad* and *EFTPOS*.

*EFT transaction* means a funds transfer initiated by a *user* through *electronic equipment* using an *access method*.

*EFTPOS* means a point of sale electronic banking facility.

*electronic communication* means a message *we* transmit to a *user* and the *user* receives from *us* electronically, in a form that the *user* can retain for later reference such as by printing or by storing for later display or listening.

*electronic equipment* includes, but is not limited to, a computer, television, telephone and an *EFT terminal*.

*group* means HSBC and all related bodies corporate.

*GST* means a tax payable under the GST law, as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

*identification reference* means the:

- (a) personal identification number or word provided by *us* to a *user*;
- (b) personal identification number or word provided



selected by a *user*,  
and which is used in conjunction with the Credit Cards Phone Banking or Credit Cards Online services from time to time.

*identifier* means information which is provided to access *your account* using *electronic equipment* and which is not required to be kept secret. An *identifier* includes, but is not limited to, the *card number* and expiry date.

*internet banking service* means the service HSBC makes available through the internet network to enable the electronic receipt and transmission of information and instructions (including in relation to an *EFT account*) A *user* may access or be given access to *credit cards online* through the *internet banking service*.

*linked account* means an account *you* have with *us* which is linked to a *card* under condition 7.1.

*loan agreement* is the agreement between *you* and *us* for the provision of credit on the terms set out in the *schedule*, these Conditions of Use; and any *sales voucher* provided to *you* at the disclosure date; and as amended from time to time and has the same meaning as “credit contract”, “contract” and “credit card contract”.

*memorable word* means the word chosen by a *user* in response to a predetermined question (or set of questions) and which is used in conjunction with the Credit Cards Phone Banking or Credit Cards Online services from time to time.

*merchant* means a retailer or other provider of goods or services.

*opening balance* means the *unpaid balance* of *your account* on the first day of a statement period which is described as such in the statement of *account* for that statement period. *Your opening balance* will be equivalent to the closing balance of the statement of *account* issued to *you* in the immediately preceding period.

*overseas transaction charge* means a fee charged by HSBC in respect of any *transaction* *you* make on *your account* in a currency other than Australian dollars, or a *transaction* made on *your account* in any currency (including AUD) that is processed by the *card scheme* or billed by the merchant outside of

Australia in accordance with condition 11.1.

*PBN* means the ten digit personal banking number supplied to a *user* and by which HSBC identifies a *user* for the purpose of using the *phone banking service/credit card online/internet banking service*.

*person* includes an individual, a firm, a body corporate, an unincorporated association or an authority.

*phone banking service* means the telephone instruction and information service made available by HSBC's Direct Banking Centre twenty-four (24) hours, seven days a week every day of the year.

*PIN* means a personal identification number or word (either provided by HSBC or selected by a *user*) which is used in conjunction with a *card* and *electronic equipment*.

*PINpad* means an electronic device which allows *users* to identify themselves using the *PIN* rather than their signature or another form of identification.

*purchase* means each amount charged by the supplier for the supply of any goods or services purchased by:

- (a) the use of a *card* on *your account*; or
- (b) any other operation of *your account*.

*regular payment* includes regular direct debits, regular recurring payments and instalment payments from a credit card. Instalment payments are regular payments over a set period of time.

*sales voucher* means the document provided to *you* by a *merchant* at the time of a *purchase* recording details of the *purchase*. *You* may authorise *transactions* by signing a *sales voucher*.

*schedule* means either:

- the *schedule* that is set out in the letter we sent *you* advising of *our* approval of *your* application for the *card*; or
- the *schedule* provided to *you* by a *merchant* on the disclosure date and signed by *you*; or
- the *schedule* attached to this booklet that has been completed by a *merchant*.

*service(s)* means those actions *we* take, or may take, on *your* behalf in order to ensure that *you* properly maintain *your* account including but not limited to those actions *we* take for *you* in the event *you* require

assistance with the maintenance of *your* account.

*special promotion* means *merchant* promotions and other promotions identified by *us* as *special promotions*.

*special promotion period* means a specific period during which a *special promotion rate* will be available for a *special promotion*.

*special promotion rate* means an *annual percentage rate*, which *we* have notified *you* will apply to *purchases* and other *transactions* which are subject to a *special promotion* during a specified period, divided by 365.

*statement period* means the dates shown on each of the statements of account that are provided to *you* by *us*.

*suspend(ed)* means where *we* temporarily cancel a *users* ability to use a *card* or access the *account*.

*tax* means any *tax*, levy, excise, duty, stamp duty, charge, surcharge, contribution, withholding or impost of whatever nature, whether direct or indirect, by whatever method assessed, collected or recovered, together with any penalties, fines and interest.

*third party/ies* means a retailer or other provider of goods and services.

*total amount owing* means, at any time, the *unpaid balance* at that time, plus all accrued interest charges and other amounts which *you* must pay under this contract but which have not been debited to *your account* at that time.

*transaction* means a *purchase*, a *cash advance* or a *balance transfer*.

*unpaid balance* means, at any time, the excess of all amounts debited over all amounts credited to *your account* at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day.

*unpaid special promotion balance* means the amount determined by adding together the *unpaid balances* for any debits and credits, which are subject to the same category of *special promotion* during a *special promotion period*.

*user* means *you* and any *additional cardholder* who *you* have nominated and *we* have authorised for the

purpose of operating *your account* alone.

*we, us, our* means HSBC Bank Australia Limited ABN 48 006 434 162 and its successors and assigns.

*you* or *your* means the *person* named as “Borrower” in the schedule.

*The singular* includes the plural and vice versa.

## 2 **Activating your card and agreeing to these Conditions of Use**

2.1 *You* (as primary cardholder) must activate *your account*. This can be effected by any of the following:

- (a) *our* agreeing to *your* request to process a *transaction to your account*;
- (b) activation of *a card* in accordance with the instructions *we* provide for its activation; or
- (c) any other method *we* require (for example use of *a card* or an *identifier* to conduct a *transaction* in accordance with a *special promotion* constitutes a user’s acceptance of these conditions of use together with acceptance of any particular terms and conditions of that *special promotion* which are otherwise communicated to the user).

2.2 *You* accept *our* offer for the account and agree to the terms of the *credit card* contract by:

- (a) if the *schedule* makes provision for *your* signature on the *schedule*, signing the *schedule*; or
- (b) if the *schedule* does not make provision for your signature on the schedule, activating your account.

2.3 If *you* do not agree with the terms of the account, do not:

- (a) (if the schedule makes provision for your signature) sign the schedule;
- (b) activate *your account*;
- (c) sign *your card* or try to use it; or
- (d) allow any additional cardholder to use a *card*.

Instead, return all cards to *us* (cut in half for your protection).

2.4 In instructing *us* to provide an *additional cardholder* with a *card*, *you* warrant to *us* that *you* will provide that *additional cardholder* with a copy of these conditions of use and any updates *we* make to them that are communicated to *you*.

- 2.5 If *you* are a HSBC Premier MasterCard holder, *your* HSBC Premier MasterCard has additional eligibility criteria to which *you* agree to be bound. Details of these requirements can be found on *our* website [www.hsbc.com.au](http://www.hsbc.com.au) or by contacting *your* HSBC Premier Relationship Manager.

### **3 Application of codes of practice**

- 3.1 *We* warrant that *we* will comply with the requirements of the ePayments Code, where those requirements apply to *your* dealings with *us*.
- 3.2 The relevant provisions of the Code of Banking Practice apply to this contract. *You* may obtain on *your* request general information on:
- (a) *account* opening procedures;
  - (b) *our* confidentiality obligations;
  - (c) dispute handling procedures;
  - (d) combining *accounts*;
  - (e) bank cheques;
  - (f) the advisability of reading the relevant terms and conditions and of informing *us* if *you* are in financial difficulty;
  - (g) cheques and cheque clearing; and
  - (h) current interest rates, fees and charges.

### **4 Privacy**

- 4.1 *We* collect, use and disclose *your* personal information in accordance with the Privacy Statement which forms part of these conditions of use and which may be amended from time to time in accordance with the provisions of this *contract*.
- 4.2 By signing *your* card, or otherwise activating *your* *account*, *you* acknowledged that *you* have read the Privacy Statement, and understand that *we* will use and disclose *your* personal information in accordance with its provisions.
- 4.3 *We* may make changes to the Privacy Statement by giving notice to *you* of the time after which any transaction initiated by a *user* on *your* *account* will be taken to be *your* acceptance of those changes to this *credit card contract*. By undertaking such transactions *you* acknowledged that *you* have read the revised Privacy Statement, and understand that *we* will use and disclose *your* personal information in accordance with its provisions.

- 4.4 *We* are bound by the Australian Privacy Principles of the *Privacy Act* 1988 (Cth) in respect of personal information *we* may hold at any time about an individual. *We* collect personal information in order to provide *our* products and services and may use and disclose personal information in accordance with *our* Privacy Policy and the privacy consent acknowledged by *you* when *you* applied for the *card*.
- 4.5 As permitted by law, all *customer information* will (whether within or outside Australia) be used, stored, disclosed, transferred, obtained and/or exchanged with all such *persons* as *we* may consider necessary, including any member of the *group* or a third party and for purposes including the processing of data and *transactions* by *us* and to facilitate the storing of *customer information* within a *group* member's systems (where those systems may be located outside Australia and owned by another *group* member) and to aid in *our* or a *group* member's compliance, with anti-money laundering and counter-terrorist financing laws in Australia or any other country or with disclosure requirements under any law binding on *us*.
- 4.6 Whether it is used, stored or processed in Australia or elsewhere, the *customer information* will be protected by strict confidentiality and security, which all *group* members, their staff and any third parties are subject to and will only be used in accordance with *our* instructions unless otherwise required or allowed by law or any governmental or regulatory agency or authority or for the purpose of preventing or detecting fraud.
- 4.7 *Users* can access the information *we* hold about them at any time by contacting *us*. A fee may apply. *We* will comply with requests for access unless *we* are required to refuse to do so under any applicable laws or regulations.
- 4.8 To find out more about *our* handling of *personal information*, please refer to *our* privacy policy which is available on *our* website at [www.hsbc.com.au](http://www.hsbc.com.au) or upon request.
- 4.9 Members of the HSBC Group would like to contact *you* from time to time with various product offers and *special promotions*. This may happen via mail, email, telephone or short message service (SMS). If *you* do not wish to receive this information, *you* may

tell *us* by telephoning *us* on 1300 308 008 or writing to *us* at HSBC Bank Australia Limited, Marketing Department, GPO Box 5302, Sydney, NSW, 2001.

## **5 Additional cardholders**

- 5.1 *We* may allow, up to a maximum number that *we* determine, any *person* nominated by *you* who is at least 16 years of age (or as otherwise agreed from time to time) to operate *your account* and *we* may issue a *card*, *PIN* and *identification reference* to such a *person* for that purpose. However, *we* may only allow an *additional cardholder* to operate *your account* if *we* have received in a form, and in the manner, satisfactory to *us* any document or information, including any document which identifies the *additional cardholder*, as *we* reasonably require.
- 5.2 An *additional cardholder* must protect their *access method* in the same way as this contract requires *you* to protect *your access method*.
- 5.3 An *additional cardholder's* access to, and operation of *your account* is governed by the relevant provisions of this contract. *You* should ensure that any *additional cardholder* has read and understood and complies with this contract. If any *additional cardholder* does not comply with this contract, *you* will be in breach of this contract.
- 5.4 An *additional cardholder* is able to use a *card* on, and otherwise operate *your account* in every way available to *you* and *you* consent to such use of *your account*.
- 5.5 *You* are liable to pay for any use of *your account* by an *additional cardholder* as if *your account* had been used by *you*.
- 5.6 An *additional cardholder's* right to use *your account* will be *withdrawn* from when *we* receive notification in writing that *you* want this to occur and either, a *card* issued to that *additional cardholder* has been returned (cut in half for *your* protection), or *you* have taken all reasonable steps to ensure that a *card* issued to that *additional cardholder* has been returned to *us*. *You* will not be liable for any *transactions* using that *card* or *card number* after these events have occurred.
- 5.7 Unless *you* otherwise inform *us* in writing, the *additional cardholder* is able to access any information about *your account*.

## 6 Cards

- 6.1 Each *card* is for the sole use of the *person* named on it and is only valid from the “valid from” date to the “until end” date shown on it.
- 6.2 Each *card* remains *our* property.
- 6.3 *We* may issue replacement *cards* at any time.
- 6.4 All *cards* are subject to this contract.

## 7 Linked accounts

- 7.1 *We* may allow *you* to link a *card* to other accounts *you* have with *us* or *we* may link the *card* on your behalf for the purposes of operating those accounts.
- 7.2 This contract is in addition to and does not replace the terms and conditions for any *linked account*.
- 7.3 *Users* may be able to use the *access method* to access the full *credit limit* of that account. *You* should be aware that *you* increase the possible risk of loss for which *you* could be liable should an *access method* be used without a *user's* knowledge and consent.

## 8 Security of access methods

- 8.1 The security of the *card*, *identification reference*, *memorable word* and *PIN* is very important as their use by any *person* provides access to *your account*. *Users* must take care to ensure that *their card*, *identification reference*, *memorable word* and *PIN* record are not misused, lost or stolen and that they do not become known to anyone else.
- 8.2 This clause contains guidelines which should be followed by each *user* to ensure the security of the *access method*. These guidelines provide examples of security measures only and will not determine *your* liability for losses resulting from unauthorised *EFT transactions* on *your account*. Liability for unauthorised *EFT transactions* will be determined in accordance with condition 13 and the ePayments Code.

### Security Guidelines

- 8.3 To protect the *card* a *user* should:
  - (a) sign the *card* as soon as it is received;
  - (b) carry the *card* whenever possible;
  - (c) always keep the *card* in a safe, secure place and check regularly to ensure it has not been lost or stolen;
  - (d) when an *EFT transaction* is complete, remember



to take the *card* and any receipt; and

(e) do not permit any other *person* to use the *card*.

To protect the *identification reference* a *user* should:

(a) not tell or give the *identification reference* to anyone, and

(b) take care to prevent anyone seeing the *identification reference* when entering it at *electronic equipment*.

To protect the *PIN* a *user* should:

(a) memorise the *PIN* when it is received. Once memorised, destroy *our* notification of the *PIN*. If a *user* forgets the *PIN*, they may apply to *us* for it to be reissued;

(b) if *we* allow *users* to select or change a *PIN*, *users* should not select a *PIN* which represents a name, birth date, telephone number or anything else which could be associated with them;

(c) do not keep a record of the *PIN* in a way in which it can be determined by another *person*;

(d) do not record the *PIN* on the *card*;

(e) do not record the *PIN* with the *card* number;

(f) do not record the *PIN* on any article normally carried with or kept near a *card* and which is liable to loss or theft with the *card* without making a reasonable attempt to disguise the *PIN*;

(g) do not record the *PIN* on *electronic equipment* or related articles without making a reasonable attempt to disguise the *PIN* or prevent unauthorised access to the record;

(h) do not disclose the *PIN* or allow it to be seen by any *person* (including a family member, friend or a member of *our* staff);

(i) be ready to use the *PIN* and *card* when at *electronic equipment*;

(j) use care to prevent anyone else seeing the *PIN* being entered at an *EFT terminal*, including by watching out for mirrors, security cameras or other means which might enable other people to see the *PIN* being entered, and by shielding the *PIN* when it is entered;

(k) check that the correct amount is entered before authorising a *transaction*; and

(l) if it is suspected that someone else may know the *PIN*, contact *us* immediately to request the

issue of a new *PIN* and *card*.

To protect the *memorable word* a user should:

- (a) not tell or give the *memorable word* to anyone, and
- (b) take care to prevent anyone seeing the *memorable word* when entering it at *electronic equipment*.

- 8.4 If a memory aid is required to recall the *memorable word or PIN* such a record may be made provided the record is reasonably disguised. Examples which we do not consider provide a reasonable disguise are:
- (a) recording the *memorable word or PIN* as a series of numbers with any of them marked, circled or highlighted to indicate the *memorable word or PIN*;
  - (b) recording the *memorable word or PIN* with surrounding information which makes it stand out from its context;
  - (c) recording the *memorable word or PIN* as a string of digits in isolation from other information unless the context provides adequate disguise;
  - (d) recording the disguised *memorable word or PIN* on the *card*; and
  - (e) disguising the *memorable word or PIN* by reversing the number sequence;
  - (f) describing the disguised record as a '*memorable word or PIN* record' or similar;
  - (g) disguising the *memorable word or PIN* using alphabetical characters or numbers eg. A = 1, B = 2, C = 3, etc, or in any other easily understood code;
  - (h) if we allow *users* to select or change the *PIN*, selecting or disguising the *PIN* using any of the following combinations (or parts of them), with the *PIN* in its correct sequence within the combination:
    - dates of birth;
    - personal telephone numbers;
    - car registration numbers;
    - family members' names;
    - social security numbers; or
    - licence numbers;
  - (i) recording the *PIN* as a:

- birth date;
- postcode; or
- telephone number,

without additional features of disguise; or

(j) storing the *memorable word* or *PIN* in any low security electronic device of any kind, such as (but not limited to):

- calculators;
- personal computers; or
- electronic organisers.

There may be other forms of disguise which may be similarly unsuitable because of the ease with which another *person* may discern the *memorable word* or *PIN*.

8.5 *Users* must exercise extreme care if a memory aid is recorded for the *PIN*.

## 9 Reporting lost or stolen cards, unauthorised use of a card or breach of PIN security

9.1 *Users* must notify *us* immediately if a *card* is lost, stolen or misused, if the *PIN* is known to someone else or if a *transaction* is suspected to have been made on *your account* without a *user's* authority.

9.2 *Users* may notify *us* in Australia by telephoning *our* lost or stolen *cards* number on 1800 029 951 (24 hours).

If overseas, *users* should notify *us* by telephoning 61 2 9005 8511 (reverse charges). These numbers are available 24 hours.

9.3 *Users* will need to give *us* all relevant information they may have, so that *we* can suspend a *user's* *card* access to *your account*. *Users* must confirm in writing any notice given to *us* by telephone.

9.4 When the matter is reported *users* will be given a notification number (or other form of acknowledgment). That number or other form of acknowledgment should be retained as confirmation of the date and time of the report.

9.5 If for any reason the above facilities are unavailable and this prevents notification, *you* will not be liable for any unauthorised *EFT transaction* which could have been prevented during this period if the *user* had been able to telephone *us*, provided *we* are notified within a reasonable time of the telephone number becoming available again.

- 9.6 If a *user* recovers a *card* that has been reported lost or stolen, the *card* must not be used again. Instead, the recovery should be reported to *us* or, where the *user* is overseas, to any financial institution displaying the Visa or MasterCard symbols.

The *card* should then be returned to *us* (cut in half for *your* protection).

## 10 Using the card

### Using the card to obtain goods and services

- 10.1 *We* have no control over the hours a *merchant*, financial institution or *our* agents may be open for business. The hours during which an *EFT terminal* will be available may therefore vary in accordance with their opening hours.
- 10.2 A *card* may not be accepted by *merchants* or financial institutions who are not members of, or participants in the applicable *card scheme* for your credit card.
- 10.3 Some *transactions* need authorisation from *us*. *We* may choose not to authorise a proposed *transaction*.
- 10.4 Once authorisation for a *transaction* is obtained, it will reduce the amount of available funds in *your account*. If the *transaction* is not completed, the amount of available funds in *your account* may temporarily continue to be reduced by the amount authorised.
- 10.5 Use of a *card* is an irrevocable order by a *user* to *us* to process the *transaction*. *We* are unable to alter or stop payment of a *transaction* prior to its presentation for processing. However, if *you* dispute a *transaction* in accordance with condition 16, *we* may seek to obtain a refund for *you* under the rules of the applicable *card scheme* for your credit card.
- 10.6 *We* are not responsible for goods or services obtained by using the *card*, unless the law makes *us* liable. Therefore, if a *user* has any complaints about goods or services, they must be taken up with the *merchant*.
- 10.7 *You* agree that the amounts shown on each *sales voucher* where provided are sufficient evidence of the cash price of the goods or services to which the voucher relates.

### At a merchant

- 10.8 The *card* can normally be used to obtain goods and services at *merchants* (such as shops, vehicle

repairers, restaurants and theatres) in Australia and overseas where the symbol applicable to your *card scheme* is displayed.

- 10.9 The fact that *card* promotional material or your *card scheme* is displayed at a *merchant's* premises cannot be taken as a warranty by the *merchant* or a guarantee by *us* that all goods and services available there may be obtained by using the *card*. *We* are not responsible if a *merchant* refuses to accept or honour the *card*, does not allow cash withdrawals or places other limitations on using the *card*.
- 10.10 *Users* must check that the correct amount appears in the "total" box on a voucher before signing a voucher.

### **Through mail order, telephone, the internet or other means**

- 10.11 *Users* can use the *card* to obtain goods and services through mail order, by telephone, over the internet and by other means accepted by *us* from time to time, where the *merchant* accepts that form of payment.

### **Using the card to obtain cash**

- 10.12 *Users* may be able to obtain cash on *your account* by presenting the *card* at a branch counter of a financial institution or otherwise instructing *us* to make a *cash advance* and *our* agreeing to process such *cash advance*.
- 10.13 When obtaining cash at a branch of a financial institution, *users* may be required to produce suitable identification which identifies the holder of the *card* (such as photographic driver's licence or passport).
- 10.14 *Users* may also be able to obtain cash with the *card* from any *ATM* or from any financial institution branch throughout the world displaying the symbol applicable to your *card scheme*.
- 10.15 *We* do not warrant that *ATMs* will always have money available.
- 10.16 The minimum and maximum amount of cash which can be obtained using the *card* may vary depending at which financial institution the *card* is used.
- 10.17 Some *merchants* who have *EFT terminals* may also allow *users* to withdraw cash from *your account* at the same time as the *user* pays for goods or services.

- 10.18 A fee will apply where a *user* obtains cash on *your account* by presenting the *card*. The fee is disclosed in the *schedule*.

### **Regular Payment Arrangements**

- 10.19 *You* are encouraged to maintain a record of any *regular payment* arrangement *you* elect to enter into with a *third party*.
- 10.20 To either change or cancel any *regular payment* arrangement a cardholder should contact the *third party* at least 15 days prior to the next scheduled payment. Until the cardholder attempts to cancel the *regular payment* arrangement HSBC must accept the *third party's* transaction. If possible the cardholder should retain a copy of their change/cancellation request. Should the *third party* fail to act in accordance with these instructions you may have rights to a Dispute.
- 10.21 Should your card number be changed i.e. as a result of a lost or stolen card you must request the *third party* to change the details of your existing *regular payment* arrangement to ensure arrangements continue. If you fail to undertake this activity your *regular payment* arrangement either may not be honoured by the financial institution or the *third party* may stop providing the goods and/or services. This may incur fees and charges.

### **Transfers**

- 10.22 Should you elect to close *your* card account or *your* account is closed by HSBC you should contact the *third party* to revise your *regular payment* arrangement as the *third party* may stop providing the goods and/or services.

## **11 How we process transactions if the card is used outside Australia**

- 11.1 The way transaction amounts are converted to Australian dollars is determined by the applicable *card scheme* for your *card*.
- (a) For HSBC Visa credit cards, *transactions* made overseas are converted from the currency of the *transaction* to the Australian dollar equivalent as at the date they are processed by Visa International Service Association at rates determined by them.
- (b) For HSBC MasterCard credit cards, *transactions* made overseas in currencies other than United

States dollars are converted into United States dollars before being converted into the Australian dollar equivalent as at the date they are processed by MasterCard International Incorporated at rates determined by them.

- 11.2 Any statement entries for *transactions* made in a foreign currency include the following components:
- (i) the foreign currency *transaction* amount;
  - (ii) the Australian dollar *transaction* equivalent; and
  - (iii) an *overseas transaction charge* charged to *you* and which is a percentage of the Australian dollar *transaction* amount.
- 11.3 Any statement entries for *transactions* made in any currency (including AUD) that is processed by the *card scheme* or billed by the merchant outside of Australia will include the following components:
- (i) the *transaction* amount;
  - (ii) where the *transaction* has been processed in a currency other than AUD, the Australian dollar *transaction* equivalent; and
  - (iii) an *overseas transaction charge* charged to *you* and which is a percentage of the Australian dollar *transaction* amount.

## **12 Using an EFT Terminal**

- 12.1 When a *card* is used (with or without the *PIN*) at an *EFT terminal*, *you* authorise *us* to act on the instructions entered into the *EFT terminal*.
- 12.2 If it is not possible to carry out the instructions given at an *EFT terminal* on *your account*, the *transaction* will not be accepted.
- 12.3 Money is at *your* risk from when it becomes visible or available to a *user* at an *ATM*.

## **13 Liability for unauthorised EFT Transactions**

- 13.1 This clause deals with *your* liability for *EFT transactions* on *your account* which are not authorised by a *user*. It does not apply to any *transaction* carried out by a *user* or by anyone else who does so with a *user's* knowledge and consent.

### **Authorised transactions**

13.2 You are liable for all *EFT transactions* carried out in respect of *your account* with the knowledge and consent of a *user*.

**Circumstances where you will not be liable**

- 13.3 You are not liable for any loss caused by an unauthorised *EFT transaction*:
- (a) occurring before the *user* has received the *card*, *PIN* or *identification reference* and *memorable word* which forms part of their *access method*;
  - (b) occurring after notification to *us* that a *card* has been misused, lost or stolen or that *PIN* or *identification reference* and *memorable word* security has been breached;
  - (c) relating to a forged, faulty, expired or cancelled *access method*;
  - (d) resulting from the fraudulent or negligent conduct of *our* employees, *our* agents, companies involved in networking arrangements or *merchants* who are linked to the electronic funds transfer system or their employees or agents;
  - (e) where it is clear that the *user* has not contributed to such loss;
  - (f) due to the same *transaction* being incorrectly debited to *your account* more than once; or
  - (g) where the *transaction* can be made using an *identifier* without a *PIN* or *card*. Where a *transaction* can be made using a *card*, or a *card* and an *identifier*, but does not require a *PIN*, you will be liable only if the *user* unreasonably delays reporting the loss or theft of the *card*.

**Circumstances where you will be liable**

- 13.4 Where *we* prove on the balance of probabilities that a *user* has contributed to losses in respect of an *account* resulting from an unauthorised *EFT transaction* by:
- (a) the *user's* fraud;
  - (b) voluntarily disclosing the *PIN* or *identification reference* and *memorable word* to anyone, including a family member or friend;
  - (c) writing or indicating the *PIN* or *identification reference* and *memorable word* on the *card*;
  - (d) keeping a record of the *PIN* or *identification reference* and *memorable word* with any article



- or articles carried with the *card* or which might be lost or stolen with the *card*, without taking reasonable steps to carefully disguise the *PIN* or *identification reference* and *memorable word* or prevent unauthorised access to that record;
- (e) where the *access method* comprises a *PIN* or *identification reference* and *memorable word* without a *card*, keeping a record of the *PIN* or *identification reference* and *memorable word* on the one article or on several articles which might be lost or stolen simultaneously, without taking reasonable steps to carefully disguise the *PIN* or *identification reference* and *memorable word* or to prevent unauthorised access to that record;
  - (f) if we allow the *user* to select or change the *PIN* or *identification reference* and *memorable word*, selecting a *PIN* or *identification reference* and *memorable word* which represents the *user's* birthday or a recognisable part of the *user's* name; or
  - (g) acting with extreme carelessness in failing to protect the security of the *PIN* or *identification reference* and *memorable word*, you will be liable for the losses which occur before we are notified of the unauthorised use, loss or theft of the *card* or breach of *PIN* or *identification reference* and *memorable word* security, or by:
  - (h) unreasonably delaying notification to us of the unauthorised use, loss or theft of the *card* or the *PIN* or *identification reference* and *memorable word* becoming known to someone else, you will be liable for the loss occurring between when the *user* became aware of the loss, theft or unauthorised use (or should reasonably have become aware in the case of a lost or stolen *card*) and when we were actually notified.

However, in all cases you will not be liable for:

- (a) that portion of the losses incurred on any one day which exceeds the daily *transaction* limit applicable to the use of the *card* or *account*;
- (b) that portion of the losses incurred in a period which exceeds any other periodic *transaction* limit applicable to that period;
- (c) that portion of the losses incurred on any *account* which exceeds the balance of that *account* including any prearranged credit;

- (d) losses incurred on any *accounts* which *you* had not agreed with *us* could be accessed using the *card* and *PIN* or *identification reference* and *memorable word*; or
  - (e) losses that would exceed the amount of *your* liability had *we* exercised *our* rights (if any) under the rules of the applicable *card scheme* against other parties to that scheme.
- 13.5 Where more than one *PIN* is required to perform a *transaction* and HSBC proves that a *user* breached the security requirements in clause 8 for one or more, but not all, of the required *PINs*, *you* are liable under clause 13.4 only if HSBC also proves on the balance of probability that the breach of the security requirements in clause 8 was more than 50% responsible for the losses, when assessed together with all the contributing causes.
- 13.6 Effective from 29 March 2013, *you* are liable for losses arising from unauthorised transactions that occur because a *user* contributed to losses by leaving a *card* in an *ATM*, except where the *ATM* did not contain reasonable safety standards that would mitigate the risk of a *card* being left in the *ATM*.
- 13.7 If the *PIN* or *identification reference* and *memorable word* is required to perform the unauthorised *EFT transaction* and condition 13.4 does not apply, *your* liability for loss arising from an unauthorised *EFT transaction* on *your account*, if the loss occurs before *we* are notified of the unauthorised use, loss or theft of the *card* or breach of *PIN* or *identification reference* and *memorable word* security, is the lesser of:
- (a) \$150, or a lower figure determined by HSBC;
  - (b) the balance (including any prearranged credit) of the *account* or the linked *account* from which value was transferred in the unauthorised *transaction*;
  - (c) the actual loss at the time *we* are notified of the unauthorised use, loss or theft of the *card*, or of the *PIN* or *identification reference* and *memorable word* becoming known to someone else, (except that portion of the loss incurred on any one day that exceeds any applicable daily or other periodic *transaction* limit); or

(d) the amount of *your* liability had *we* exercised our rights (if any) under the rules of the applicable *card scheme* against other parties to that scheme.

13.8 Notwithstanding any of the provisions contained in this clause, *your* liability will not exceed *your* liability under the ePayments Code.

## 14 **Liability for other unauthorised transactions**

If, in cases not involving *EFT transactions*, a *card* is used without a *user's* authority, *you* are liable for the actual loss arising from the unauthorised *transaction(s)* before *we* are notified of the unauthorised use (except that portion of the loss incurred on any one day which exceeds any applicable daily or other periodic *transaction limit*) less any amount recovered by *us* in the exercise of *our* rights (if any) under the rules of the applicable *card scheme* against other parties to that scheme.

## 15 **Electronic banking system malfunction** **Alternative procedure**

15.1 If the electronic banking system malfunctions, alternative manual procedures may be available from the *merchant* for retail point of sale *transactions* by using the *card* and signing a *user's* authorisation of the *transaction*.

### **Liability**

15.2 *We* will make all reasonable efforts to ensure that the *electronic equipment* or system provided by or on behalf of *us* is operational and is functioning correctly. *We* are not liable to *you* if that *electronic equipment* or system does not accept a *user's* instructions, or if an *access method* fails to operate the *electronic equipment* or system.

If the *electronic equipment* or system provided by or on behalf of *us* accepts a *user's* instructions, *we* are liable for any loss caused if that *electronic equipment* or system fails to complete the *transaction* in accordance with those instructions.

If the *user* should have been aware that the *electronic equipment* or system was unavailable

for use or not functioning correctly, *our* liability is limited to correcting errors in *your account* and refunding any charges or fees charged as a result.

## 16 Resolving disputes

### IMPORTANT NOTICE

- 16.1** If a *user* has a complaint concerning matters relating to the use of a *card*, including a disputed, unauthorised or irregular *transaction* (including telephone and internet *transactions*) or if a *user* believes there is an error on an *account* statement, the *user* must tell *us* immediately and no later than 30 days after the date of the *account* statement by telephoning 132 152 or contacting their HSBC branch. *We* may decide to resolve the complaint under the rules of applicable *card scheme*. If *we* do so, resolution of the complaint will be governed by the time limits imposed by those rules and if a *user* delays notifying *us* of any apparent error, *our* ability to investigate and resolve the complaint may be restricted or lost. For this reason *users* must report any suspected unauthorised *transaction* to *us* as soon as possible and no later than 30 days after the date of the *account* statement.
- 16.2** If *we* are unable to resolve the matter immediately to the *user's* satisfaction, the *user* should notify *us* in writing of their complaint. *We* may ask the *user* to provide further details of the complaint, including information concerning each *transaction* the *user* wishes to query. When *we* receive this advice *we* will inform the *user* in writing of *our* procedures to handle and investigate the matter.
- 16.3** Within 21 days after receiving the relevant details of the complaint from the *user*, *we* will advise the *user* in writing of either the outcome of *our* investigation or *our* need for more time to complete *our* investigation. In all but exceptional cases (of which *we* will advise the *user* in writing) *we* should complete *our* investigation within 45 days of receiving the complaint.
- 16.4** Subject to condition 16.5, where an investigation continues beyond 45 days, *we* will write to the *user* and inform them of the reasons for the delay and provide the *user* with monthly updates on the progress of *our* investigation and a date when a decision can be reasonably expected, except where *we* are awaiting a

response from the *user* and *we* have advised the *user* of this fact.

- 16.5 If *we* resolve the complaint by exercising *our* rights under the rules of the respective *card scheme* *we* will:
- (a) apply the time limits under those rules to condition 16.3;
  - (b) comply with condition 16.4 as if the reference to “45 days” read “60 days” and the reference to “monthly updates” read “updates every two months”;
  - (c) inform the *user* in writing of when a decision can be reasonably expected; and
  - (d) suspend *your* obligation to pay any amount which is the subject of the complaint or any credit or other charges related to that amount until the complaint has been resolved. *Your* obligation to pay any such amount or charges will be reinstated if the complaint is not resolved in the *user’s* favour.

Please note that although *we* are a member of the *card schemes*, *we* cannot automatically exercise *our* rights under these schemes. A disputed *transaction* must fall within a specific category before *we* can exercise *our* rights in respect of that *transaction*. Even if *we* can exercise *our* rights, there is no guarantee that *our* claim will be accepted, as the *merchant’s* bank may dispute *our* claim.

- 16.6 *We* will advise the *user* in writing of the right to take a matter to an external dispute resolution scheme if the matter may be heard by that scheme where *we* have not given the *user* a final decision on the matter within 5 days of that right arising.
- 16.7 When *we* complete *our* investigation *we* will advise the *user* in writing of the outcome, the reasons for *our* decision with reference to any relevant provisions of the ePayments Code as reflected in this contract, and any further action the *user* can take in respect of the complaint. If the *user* is not satisfied with *our* decision, they may wish to take the matter further. The *user* may, for instance, request a review of the decision by *our* senior management or by the Australian Banking Industry Ombudsman. *We* will advise the *user* of any such options and of other avenues of dispute resolution that are available at the time.

- 16.8 If *we* decide that *your account* has been incorrectly debited or credited, *we* will promptly adjust *your account* (including appropriate adjustments for any interest and any fees and charges) and tell *you* in writing of the amount which has been debited or credited to *your account* as a result.
- 16.9 If *we* decide that *you* are liable for all or part of the disputed *transaction*, *we* will provide *you* with copies of any document or other evidence on which *we* based *our* decision and also advise *you* in writing if there was any system or equipment malfunction at the time of the *transaction*.
- 16.10 If *we* fail to observe the appropriate procedures for complaint investigation and resolution, allocation of liability and communication of the reasons for *our* decision set out in this contract and such failure prejudices the outcome of *our* investigation of the complaint or results in unreasonable delay in its resolution, *we* may be liable for part or all of the amount of the *transaction* which is the subject of the complaint.

## **17 Cancellation, Suspension, and Return of the Card**

- 17.1 *We* may, at any time without prior notice, cancel or *suspend* a *card*, ask for the return of a *card*, retain a *card* presented to *us* or another *person*, close or *suspend* *your account*, or otherwise cancel access to *your account*.
- 17.2 A *card* or *account* must not be used after *we* have notified *you* of our actions contemplated in condition 17.1, and when *we* give *you* such notice of those actions *you* must return the *card* to *us* (cut in half for *your* protection) or satisfy *us* that all *cards* have been destroyed. *You* will be liable for any use of a *card* until all *cards* are returned to *us*. *Users* must also cancel any standing debit authorities in respect of that *account*.
- 17.3 *You* must also return all *cards* (cut in half for *your* protection) or satisfy *us* that all *cards* have been destroyed if *we* request *you* to do so.
- 17.4 *You* may close *your account* at any time by telling *us* in writing and returning all *cards* to *us* (cut in half for *your* protection), or satisfying *us* that all *cards* have been destroyed.

## **18 Payment on cancellation**

- 18.1 If *you* or *we* close *your account*, or if *we* cancel access to *your account*, including by cancelling a *card*, *you* must immediately:
- (a) pay the *total amount owing*;
  - (b) pay any amounts debited at any time which are incurred after the time of cancellation; and
  - (c) cancel all authorities to institutions to debit *your account*. Until notification is given *you* will be liable for any further debits to *your account*.
- 18.2 *You* acknowledge that there is no agreement, arrangement or understanding between *you* and *us* that *we* may only demand repayment when a particular event occurs or does not occur.

## **19 Changes**

### **Right to change**

- 19.1 Subject to the remainder of this condition 19, *we* may at any time:
- (a) change an *annual percentage rate*;
  - (b) change the amount, method of calculation, frequency or time for payment of minimum repayments; and
  - (c) change the amount, frequency or time for payment of a fee or charge or impose a new fee or charge.
- 19.2 *We* may change any provision of this contract in addition to those specifically mentioned.

### **Notification of change to an annual percentage rate**

- 19.3 *We* will notify *you* of a change under condition 19.1(a) in writing or by advertisement in the national or local media no later than the day the change takes effect. If *we* advertise the change *we* will give *you* details of the change before or when the next statement of *account* is sent to *you* after the change takes effect.

### **Notification of a change to repayments**

- 19.4 *We* will notify *you* of a change under condition 19.1 (b) in writing no later than 20 days before the change takes effect.

However, if the change reduces *your* obligations or extends the time for payment under this contract, *we* will give *you* details of the change as required by law no later than the day on which the change takes

effect.

### **Notification of a change to a fee or charge and of a new fee or charge**

19.5 *We will notify you of a change under condition 19.1(c):*

- (a) in the case of a change to the amount of a fee or charge or a change to the frequency or time for payment of a fee or charge – in writing or by advertisement in the local or national media no later than 20 days before the change and then by giving *you* details of the change before or when the next statement of *account* is sent to *you* after the change takes effect; and
- (b) in the case of the introduction of a new fee or charge – in writing no later than 30 days before the change takes effect.

However, if the change reduces *your* obligations or extends the time for payment under this contract, *we* will notify *you* by advertising in the national or local media or write to *you* no later than the day on which the change takes effect.

### **Notification of other changes**

19.6 *We will give you written notice of a change under condition 19.2 (except an increase, cancellation or reduction in a credit limit) no later than 30 days before the change takes effect. However, if the change reduces your obligations or extends the time for payment under this contract or involves an increase, a cancellation or a reduction in a credit limit, we will provide you with details of the change as required by law no later than the day on which the change takes effect.*

19.7 *Despite condition 19.6, we may not give advance notice when changes are necessitated by an immediate need to restore or maintain security of the system or of individual accounts.*

## **20 Limits**

### **Credit Limit**

20.1 *Subject to any transaction limits which we may impose on your account, we make funds available up to the credit limit.*

20.2 *You must not allow the unpaid balance to exceed the credit limit unless we have consented in writing or we otherwise authorise the transaction which*



results in the unpaid balance exceeding the *credit limit*. By authorizing a *transaction* which results in *your* unpaid balance exceeding your credit limit, we are temporarily increasing *your credit limit*. If the *credit limit* is exceeded without *our* approval *you* must immediately repay the excess. *We* need not ask *you* for that amount first.

20.3 *You* may ask *us* to permanently increase *your credit limit* at any time. *We* are not required to agree to any such request. *We* may only increase *your credit limit* at *your* request or with *your* written consent. However, *we* may reduce the *credit limit* or stop providing further credit without *your* consent. Unless *you* are in default, *we* will give *you* notice as soon as practicable after *we* do so.

20.4 *You* may ask *us* to temporarily increase *your credit limit* at any time. *We* are not required to agree to any such request, this is a *service* we make available to *you* so that *you* do not accidentally embarrass yourself by inadvertently exceeding *your credit limit*, however if *we* form the view that *your* financial circumstances cannot justify a temporary *credit limit* increase *we* will not increase *your credit limit*. *You* can request a temporary increase of *your credit limit* in one of two ways:

- i. by way of a formal request, that is, *you* ask *us* for and *we* agree to provide *you* with, an increase to *your credit limit* before *you* authorise any payments from *your account* that, would cause *your account* to go over its *credit limit*; or
- ii. by way of an informal request, that is, where *you* authorise a payment to be made from *your account* which, if made by *us*, would cause *your account* to go over the *credit limit* without having agreed with *us* in advance an increase in *your* existing *credit limit* on *your account* to cover such payment.

20.5 If *we* receive an informal request for a temporary *credit limit* increase from *you*, *we* will consider *your* request and if *we* agree to it, *we* will provide *you* with an increase to *your* existing *credit limit* to cover the purchase concerned. In return for providing this *Service* to *you*, if *we* agree to *your* informal request, an Over Limit Arrangement fee may be charged. *You* will not be charged further Over Limit Arrangement Fee(s) provided *your account* does not go any further over its

*credit limit.*

- 20.6 *We may not be able to grant every request you make for a credit limit increase. Where we decline an informal credit limit increase request we will not charge an Over limit Arrangement Fee.*
- 20.7 *If we decide not to provide you with any further credit:*
- (a) *no further credit will be provided under this credit card contract;*
  - (b) *your obligations under this credit card contract will continue until you pay us the total amount owing;*
  - (c) *we may require you to pay us on demand the total amount owing;*
  - (d) *if we do not require you to pay us on demand the total amount owing, statements of account will continue to be issued until the total amount owing has been paid in full, and you must pay the minimum repayments set out in each statement of account.*

### **General Transaction Limits**

- 20.8 *We may impose either a permanent or temporary maximum limit on the total amount of cash or value users can obtain with the card.*
- 20.9 *You agree that we have no obligation to inform you of our intention to impose a temporary maximum transaction limit (for instance because the transactions appear to be suspicious or fraudulent) on the total maximum amount of cash or value users can obtain with the card.*
- 20.10 *Where we impose a permanent maximum limit on the total amount of cash or value users can obtain with the card we will inform you of that limit. The limit may operate for a period such as a daily transaction limit.*
- 20.11 *Merchants, our agents and other financial institutions may impose their own restrictions on the amount of cash or value users can obtain with a card.*
- 20.12 *In addition to any other transactional limits, we may impose a maximum limit on the total maximum amount of cash or value users can obtain with the card on any one day. For this purpose each day ends at midnight. Currently the maximum daily limit*

is \$1,000 per *account*. We will notify you of any changes to that limit in accordance with this *credit card contract*.

## 21 Annual percentage rates and interest charges

21.1 The *annual percentage rate* applicable to your *account* is shown in the *schedule* or as notified to you in accordance with this *loan agreement*.

### Interest free days on purchases

21.2 If the *schedule* indicates that an interest free period applies to your *account*, then we do not charge interest on a *purchase* that is listed on a statement of *account* if:

- (a) the *opening balance* of that statement is zero (excluding the amount of any *purchases* made under a *special promotion*); and
- (b) you pay the *closing balance* (excluding the amount of any *purchases* made under a *special promotion*, but only during the *special promotion period*) of that statement of *account* in full by the *due date* shown and you paid the *closing balance* (excluding the amount of any *purchases* made under a *special promotion*, but only during the *special promotion period*) of the previous statement of *account* in full by the *due date* shown on that statement; and
- (c) you pay an amount appearing on your statement as a *balance transfer*.

However, if you do not pay the *closing balance* (excluding the amount of any *purchases* made under a *special promotion*, but only during the *special promotion period*) by the *due date*, then we charge interest on the outstanding amount of each *purchase* from:

- the date of the *purchase*, as shown on your statement of *account* if the date of the *purchase* was after the start date of the statement period to which the statement of *account* relates ; or
- the first date of the statement period of the statement of *account* if the date on which you made the *purchase* was before the start of the statement period to which the statement of *account* relates,

until the *closing balance* of that statement of

*account* and any subsequent statement of *account* is repaid in full by the *due date*.

### **No interest free days on purchases**

- 21.3 If the *schedule* indicates that an interest free period does not apply to *your account*, then *we* charge interest on a *purchase* from:
- (a) the date of the purchase, as shown on *your statement of account* if the date of the *purchase* was after the start date of the statement period to which the statement of *account* relates; or
  - (b) the first date of the statement period of the statement of *account* if the date on which *you* made the *purchase* was before the start of the statement period to which the statement of *account* relates,
- until the *closing balance* of that statement of *account* and any subsequent statement of *account* is repaid in full by the *due date*.

### **Cash advances**

- 21.4 Interest is charged on a *cash advance* from:
- (a) the date of the *cash advance*, as shown on *your statement of account* if the date of the *cash advance* was after the start date of the statement period to which the statement of *account* relates; or
  - (b) the first date of the statement period of the statement of *account* if the date on which *you* made the *cash advance* was before the start of the statement period to which the statement of *account* relates, until the *cash advance* is repaid in full.

### **Interest calculations**

- 21.5 The interest charge for each statement period is calculated by:
- (a) for each day in the statement period, applying the *daily percentage* rate to:
    - (i) the unpaid balance for the end of that day (excluding any *cash advances* which are calculated in accordance with clause 21.4 and where any *purchases* or other *transactions* which are subject to a *special promotion* while a *special promotion rate* applies or to which condition 21.2 applies have been excluded from the relevant *unpaid balance*); and

- (ii) the outstanding amount of *any purchases* on which interest will be charged in accordance with condition 21.2; and
  - (iii) adding any interest calculated during the previous statement period, and for which interest had not yet been debited, but which becomes due in accordance with condition 21.2; and
- (b) for each day in the statement period, applying the applicable *special promotion* rate to the relevant *unpaid special promotion* balance for the end of that day.
  - (c) for each day in the statement period, applying the applicable *cash advance* rate to the relevant *unpaid cash advances* for the end of that day.
- 21.6 *We* debit interest charges to *your account* (which increases the *unpaid balance*) on the last date of the statement period each month (but the interest charges are not included in the *unpaid balance* for the calculation of interest on those days).

## **22 What you must pay**

- 22.1 *You* must pay at least the minimum repayment set out in each statement on or before the *due date*.
- 22.2 *You* may pay more or all of the *closing balance* if *you* wish.
- 22.3 If there is an overdue amount shown on the statement, *you* must immediately pay *us* that amount. *We* need not ask *you* for that amount first. This amount is in addition to *your* minimum repayment.

### **How payments may be made**

- 22.4 *You* may pay:
  - (a) at the location of any participating institution as nominated by *us*;
  - (b) by direct debit from approved accounts;
  - (c) by posting a cheque together with the applicable portion of the statement to *us*;
  - (d) by *Bpay*®, through *your* participating financial institution from *your* nominated savings or cheque account; or
  - (e) by any other means as advised by *us* from time to time.

Payments made to *your account* may not be credited

to *your account* on the day of lodgment. The processing may take a number of days. *You* should allow sufficient time for payments to be received and processed by *us* before the *due date*.

- 22.5 *You* may not make payments in any other way. Payments overseas are also not possible. However, if *you* are overseas when a payment is due, *you* must still ensure that any minimum repayment is made.
- 22.6 *You* must always pay *us* in Australian dollars. If *we* agree to accept payment in another currency:
- (a) *your* payment will be converted to Australian dollars at *our* rates and will be credited to *your account*; and
  - (b) *you* must pay any currency conversion fee specified in the *schedule*.
- 22.7 Cheques and other non-cash payments deposited to *your account* are not available to be drawn against until cleared and paid.
- 22.8 If *you* wish to make payments by direct debit, *you* must advise *us* in writing of *your* request authorising *us* to debit payments from an account nominated by *you*. In these circumstances, the Direct Debit Request Service Agreement at the rear of these Conditions of Use will apply.
- 22.9 If *you* make a payment by an *EFT transaction*, and *we* identify a discrepancy between the amount recorded by the *electronic equipment* or *access method* as having been deposited and the amount received by *us*, *we* will notify *you* of the difference as soon as possible and advise *you* of the actual amount credited to *your account*.

### **How we deal with payments**

- 22.10 *We* will allocate *your* payments against that part of the *closing balance* of the previous statement of *account* which attracts the higher rate of interest and remains payable to *us*. Where the *closing balance* has been paid, *we* will allocate *your* payments to the *unpaid balance* in this manner.
- 22.11 *You* may request *us* to allocate *your* payments in a different way. In doing this, *you* may be liable to pay an amount of interest that is more than what *you* would ordinarily pay to *us*. *We* do not have to agree to *your* request.
- 22.12 Where *you* have applied for HSBC Card Repayment Protection Insurance with AIG Life:

- (a) *You* authorise HSBC to debit from your *account* any premium payable to AIG Life;
- (b) Once *you* have made a claim and if AIG notify HSBC that the claim is approved then a temporary block will be put on your HSBC Credit Card account until the end of the claim period. The block will stop *you* from using your HSBC Credit Card *account*. *You* will be unable to make payments from your HSBC Credit Card *account* during this period and *you* will have to cancel any standing direct debit instructions paid from your HSBC Credit Card *account*.

22.13 If *you* make a payment which is credited to your *account* and then subsequently reversed (for example, when a payment is dishonoured), when reversing the payment and debiting your *account* we may treat the payment reversal as a *purchase*.

## 23 Fees and charges

Enforcement expenses may become payable under this contract in the event of a breach.

### General

- 23.1 (a) Other than Government Fees and Charges the Fees and Charges we debit to your *account* from time to time are debited by us for the provision, to *you*, of a *service*. We will debit these Fees and Charges in the event that we believe *you* require us to provide a specific *service* in order to assist *you* in better managing your *account*. These *services* occur in the event that *you* fail to make a payment pursuant to clause 22.1 or do so after the *due date*, we will debit the amount of the late payment reminder fee from your *account* and in return we will monitor your *account* more closely and a staff member may attempt to contact *you* to bring this matter to your attention and assist *you* by suggesting ways to make your future payments on time or by suggesting *you* utilize a different payment method. If *you* remedy the situation before we are able to bring the late payment to your attention we will still charge the fee and *you* will be able to use this *service* any time before the next *due date*; and
- (b) These Fees and Charges for *services* will also include the cost of what is charged to us by other financial institutions, banks and service providers who charge us for returning payments that *you*

attempt to make from *your account*, via the payment systems that they own. *We* have little control over the fees and charges charged to *us* by other financial institutions and banks and service providers.

- (c) Regardless of whether or not *we* provide you with the *service* before or after *we* debit the fee to *your account* and subject to condition 23.4, *you* must pay *us*:
- (i) all credit fees and charges in the circumstances indicated in the *schedule* or as changed under condition 19.1(c); and
  - (ii) all new fees and charges *we* impose under condition 19.1(c);
  - (iii) an amount equal to any government charges and duties, if applicable, on receipts or withdrawals under this contract calculated in accordance with the relevant legislation, which are payable whether or not *you* are primarily liable for such charges and duties; and
  - (iv) any enforcement expenses *we* reasonably incur in enforcing this contract after a default, including *our* legal costs on a solicitor-client or indemnity basis, all of which are payable when *we* ask.

23.2 If *we* are liable to pay *GST* on a supply made in connection with this contract, *you* agree to pay *us* on demand an amount equal to the consideration payable for the supply multiplied by the prevailing *GST* rate. If *we* are liable to pay any amount to any other party on a supply made in connection with this contract, *you* agree to pay *us* on demand an amount equal to that amount.

23.3 If under any law within or outside Australia, any interest *you* must pay under this contract is subject to deduction or withholding of *tax*, *you* agree:

- (a) to pay a further amount such that after the deduction or withholding, *we* receive the interest free of any deduction or withholding;
- (b) to pay to the relevant revenue authority the amount of *tax* deducted or withheld on or before the *due date* for the payment of that amount;
- (c) to advise *us* in writing, within 14 days of the *tax* being deducted or withheld, of the amount



deducted from the interest;

- (d) to provide to *us* the official receipt issued by the relevant revenue authority evidencing the payment of the amount deducted or withheld within 14 days of receiving that receipt; and
- (e) that, should *you* fail to meet *your* obligation to deduct or withhold, and as a result, an assessment, demand or notice is issued to *us* by the relevant revenue authority, *you* will indemnify *us* for *our* having to comply with such assessment, demand or notice, including any applicable interest and penalties.

23.4 All fees are non-refundable. However, a government or third party fee or charge will only be payable to the extent of the actual amount finally determined as being payable to the relevant third party.

## **24 Using your account**

24.1 *Your account* may be used by:

- (a) using the *card* with or without the *PIN*;
- (b) using the *identifier* together with the *PIN*, *memorable word*, or *identification reference*; or
- (c) any other method approved by *us*.

24.2 *You* authorise *us* to debit to *your account* all:

- (a) *purchases*;
- (b) *cash advances*;
- (c) interest charges;
- (d) fees and charges; and
- (e) other money owing to *us* under this contract. *We* may do so on or after the date *we* pay them or the date they become due or payable by *you* or *us* (whichever is earlier).

24.3 *Your account* must only be used for lawful personal, domestic or household use. *We* reserve the right to determine what *transactions* constitute lawful personal, domestic or household use.

## **25 Using the Phone Banking Service/Credit Cards Online/Internet Banking Service provided by us**

25.1 *Users* may:

- (a) obtain financial information about *your account*;
- (b) change your personal details where authorised by HSBC; and

- (c) perform any other functions authorised by *us* through the *phone banking service/credit cards online/internet banking service* provided by *us* in connection with the *card*. These services are not governed by:
- (i) *our* terms and conditions for “Banking Electronically” applicable to a loan account,
  - (ii) *our* “Banking Electronically Terms” in the Personal Deposit Accounts Combined Financial Services Guide and Product Disclosure Statement with Terms and Conditions applicable to a deposit account.

## 25.2. *Phone banking service*

25.2.1 The *user* of the *phone banking service* can access the *phone banking service* using a *PBN/card number* and an *access code*. If a *user* changes the *PBN* and *access code* for one *access method*, the new *PBN* and *access code* may apply to the other *account/card* linked to that *user*. A *user* must protect the *PBN* and *access code*.

25.2.2 *Users* must notify *us* immediately if any of the *PBN* and *access code* is lost, stolen or misused, if any of the *PBN* and *access code* is known to someone else, or if a transaction is suspected to have been made on *your account* without a *user's* authority, in the same manner as clause 9 requires for a lost *card* or *PIN*.

## 25.3 *Credit cards online*

25.3.1 If a *user* has been authorised by *us* to use *credit cards online*, that *user* will be issued with an *access code* and *memorable word* to access *credit cards online* either directly or through the *internet banking service* at *our* discretion.

25.3.2 The *user* of *credit cards online* will be given an *identification reference*, *access code* and *memorable word* to access *credit cards online*. A *user* must protect the *identification reference*, *access code* and *memorable word*. Clause 8 governs the use of an *identification reference* and *memorable word*.

25.3.3 *Users* must notify *us* immediately if any of the *identification reference*, *access code* and *memorable word* is lost, stolen or misused, if the *identification reference*, *access code* and *memorable word* are known to someone else, or if a transaction is suspected to have been made on *your account* without a *user's* authority, in the same manner as clause 9 requires for a lost *card* or *PIN*.

#### 25.4 *Internet banking service*

Users may be authorised by *us* to register and use the *internet banking service* in relation to the *cards* and to access *credit cards online*. The *internet banking service* is, however, governed by the terms and conditions contained in the HSBC Internet Banking Combined Product Disclosure Statement and Supplementary Product Disclosure Statement that will be or has been provided to *you* when you register for the *internet banking service*.

### 26 **What happens if you breach this contract**

- 26.1 If *you* breach this contract, *we* may do any or all of the following (subject to condition 26.2):
- (a) close or *suspend your account*;
  - (b) cancel or *suspend a card*;
  - (c) cancel or *suspend your membership of the rewards program and the rights and benefits attributable to such*;
  - (d) require the return of a *card*;
  - (e) use any money *you* have in any other account *you* have with *us* towards repaying any amount *you* owe *us* under this contract (this is known as “combining accounts”). (*We* may combine accounts without giving *you* any notice.) If *we* do this the balance in *your* other account will reduce by the amount used for this purpose;
  - (f) require *you* to pay *us* on demand the *total amount owing*;
  - (g) exercise any other rights that the law gives *us*;  
and
  - (h) require *you* to pay *us* on demand all enforcement expenses *we* reasonably incur in the exercise of *our* rights against *you*, including legal fees.
- 26.2 *Our* right to take action against *you* under condition 26.1 may be subject to a requirement of the National Credit Code that *we* first give *you* a notice requiring *you* to remedy the breach. If so, *you* will be deemed to have failed to remedy the breach specified in the notice if, at the end of the time allowed by that notice, *you* have failed to remedy that breach or *you* have remedied that breach but have committed another of the same type.
- 26.3 If an obligation to pay *us* an amount under the *credit card* contract becomes merged in a court

order or judgment, *you* must pay *us* interest at the *annual percentage rate* at that time on that amount calculated daily until fully paid.

## 27 **BPAY<sup>®</sup> payments**

The provisions of this condition 27 apply if and when a *user* instructs *us* to make a payment from *your account* through the *BPAY<sup>®</sup> scheme*. In the event of any inconsistency between this condition 27 and the remainder of these Conditions of Use, this condition 27 will apply to the extent of the inconsistency.

### **BPAY<sup>®</sup> payment instructions**

27.1 To instruct *us* to make a *BPAY<sup>®</sup> payment*, *users* must give *us* the following information:

- (a) the account from which the payment is to be made;
- (b) the amount to be paid;
- (c) the *biller's* code number (found on the bill); and
- (d) the Customer Reference Number (eg. the *account* number with the *biller*).

*We* will then debit *your* account with the amount of that *BPAY<sup>®</sup> payment*. *We* will not be obliged to effect a *BPAY<sup>®</sup> payment* instruction if the information given is incomplete and/or inaccurate, or if the *user* does not provide *us* with the correct *access method*.

### **Processing payments**

27.2 Generally, a *BPAY<sup>®</sup> payment* will be treated as received by the *biller* to whom it is directed:

- (a) on the date *we* are told to make it, if this occurs before the end of day on a *business day*; or
- (b) otherwise, on the next *business day*.

A delay might occur in the processing of a *BPAY<sup>®</sup> payment* where:

- (a) there is a public or bank holiday on the day after *we* are told to make a *BPAY<sup>®</sup> payment*; or
- (b) a *biller*, or another financial institution participating in the *BPAY<sup>®</sup> scheme*, does not comply with its obligations under the scheme.

While it is expected that any delay in processing a payment for any of these reasons will not continue for more than one business day, any such delay may continue for a longer period. It is the *user's* responsibility to allow for sufficient time for processing of payments to the *biller*.

*Users* must be careful to tell *us* the correct amount to be paid. If the amount *we* are instructed to pay is less than the amount needed to be paid, another *BPAY<sup>®</sup>* payment should be made for the shortfall.

If the amount *we* are instructed to pay is greater than the amount intended, the *biller* should be contacted to obtain a refund.

*We* will attempt to make sure that *BPAY<sup>®</sup>* payments are processed promptly by *billers* and other participants in the *BPAY<sup>®</sup>* scheme.

*We* will not accept an order to stop a *BPAY<sup>®</sup>* payment once *we* have been instructed to make that *BPAY<sup>®</sup>* payment.

If *we* are advised by a *biller* that a *BPAY<sup>®</sup>* payment cannot be processed, *we* will:

- (a) advise the *user* of this;
- (b) credit *your account* with the amount of that *BPAY<sup>®</sup>* payment; and
- (c) take all reasonable steps to assist in making the *BPAY<sup>®</sup>* payment as quickly as possible.

### **Liability for unauthorised, fraudulent and mistaken *BPAY<sup>®</sup>* payments**

27.3 *Your* liability for unauthorised and fraudulent *BPAY<sup>®</sup>* payments will be determined in accordance with clause 13.

A mistaken *BPAY<sup>®</sup>* payment is a *BPAY<sup>®</sup>* payment to a *person* or for an amount which is not in accordance with the instructions given to *us*, if any. If *your account* is debited with the amount of a mistaken *BPAY<sup>®</sup>* payment, *we* will credit that amount to *your account*. However, *you* must pay *us* the amount of a mistaken *BPAY<sup>®</sup>* payment if a *user* is responsible for a mistake resulting in that payment and *we* cannot recover the amount from the *person* who received it within 20 business days of attempting to do so.

*You* acknowledge that the receipt by a *biller* of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between a *user* and that *biller*.

If *we* are notified that a *BPAY<sup>®</sup>* payment made from *your account* is unauthorised, *you* must provide *us* with a written consent addressed to the *biller* who received that *BPAY<sup>®</sup>* payment, allowing *us* to obtain from that *biller* information about *your account* with that *biller* or the *BPAY<sup>®</sup>* payment, including the

customer reference number and such information as is reasonably required to investigate the *BPAY<sup>®</sup> payment*. If you do not give us that consent, the *biller* may not be permitted under law to disclose to us the information we need to investigate or rectify that *BPAY<sup>®</sup> payment*.

Please note that *BPAY<sup>®</sup>* instructions cannot be revoked or reversed once they have been made by you. You agree that neither we nor any other person will be liable for any *BPAY<sup>®</sup>* instructions that have been made mistakenly by you.

### **Suspension**

- 27.4 We may at any time suspend your right to participate in the *BPAY<sup>®</sup> scheme* and will do so without notice if we suspect a *user*, or someone acting on your behalf, of being fraudulent.

*BPAY<sup>®</sup> payments* for which instructions have been given and which are scheduled to be made while your right to participate in the *BPAY<sup>®</sup> scheme* is suspended will not be processed by us.

## **28 Consequential Damage and Indemnity BPAY<sup>®</sup> Scheme**

- 28.1 Subject to condition 13 and the ePayments Code, we are not liable for any consequential loss or damage users may suffer as a result of using the *BPAY<sup>®</sup> scheme*, other than due to any loss or damage suffered due to our negligence, or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

### **Failure to Complete or Authorise Your Transactions**

- 28.2 Subject to condition 13 and the ePayments Code, we are not liable for any consequential loss or damage users may suffer as a result of us exercising our rights contemplated by condition 26, other than due to any loss or damage suffered due to our negligence, or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

### **Indemnity**

- 28.3 you indemnify us against any loss or damage we

may suffer due to any claim, demand or action of any kind brought against *us* arising directly or indirectly because *users*:

- (i) did not observe any of the obligations under;  
or
- (ii) acted negligently or fraudulently in connection with these Conditions of Use.

## 29 **Chargeback Information**

In some circumstances, the rules of the *card schemes* allow *us* to charge a transaction on your account back to the merchant with whom a user made a transaction.

*We* will claim a chargeback right (if the right is available) for a *transaction* on *your account* if:

- (a) *you* ask *us* to do so; and
- (b) *you* give *us* the information and material we require to support the chargeback, within 30 days after the date of the statement on which the *transaction* is recorded.

Otherwise any chargeback *we* have under the rules of the *card schemes* may be lost.

The timeframe for disputing a *transaction* may not apply to reporting unauthorised *EFT transactions* covered by the ePayments Code.

*We* cannot claim a right of chargeback if:

- (a) the right does not exist i.e. *your* claim must fall within a specific category before *we* can exercise *our* rights in respect of a disputed *transaction*. The rules of the *card schemes* prevent *us* from disclosing details of when a chargeback is or is not available to *us*; or
- (b) *your* claim relates to a *special promotion*. *Special promotional transactions* are outside chargeback rights and any complaint should be directed to the *merchant* or *us* where relevant.

## 30 **Commissions**

- 30.1 When *your account* is opened, *we* may pay a commission to the entity which introduced *you* to *us*. Details of the commission, if known, will be set out in the *schedule*.
- 30.2 A *Merchant* may pay commission to *us* in respect of *special promotions*, the amounts of which are

unascertainable.

## **31 If we take security over your deposit with us**

These Conditions of Use apply in addition to the conditions that will apply if *you* have provided *us* with a Letter of Set Off and Other Rights Over Deposits in respect of any deposit with *us*.

## **32 Special promotions**

32.1 *We* may make available a *special promotion* on such terms and conditions as *we* determine, including:

(a) the *transactions* which are eligible for the *special promotion*; and

(b) the period of time the *special promotion* is available, and each *special promotion* will be subject to those terms and conditions as well as this contract.

32.2 *We* will only treat a *transaction* which is eligible for a *special promotion* as subject to a *special promotion* if *you* nominate that *transaction* accordingly at the time the eligible *transaction* is made.

32.3 Provided that *you* are not otherwise in default the amount associated with a *special promotion* is not an *unpaid balance* during any *special promotion period* for the purposes of calculating the total amount of interest payable on *your account*.

32.4 Any *special promotions* or rewards programs *we* make available are subject to change, independently of these Conditions of Use.

## **33 General matters**

### **Effective date of transactions**

33.1 *We* may assign a date under which credit is provided to *you* under this contract that is on or after the date the *transaction* takes place.

### **Adjustments**

33.2 *We* may subsequently adjust debits and credits to *your account*, so as to accurately reflect the legal obligations of *you* and *us* (for example, because of an error or a dishonour). If *we* do this *we* may make consequential adjustments (including to interest charges).

### **End of day**

33.3 Unless specified otherwise, the end of day is:



(a) 3.00pm for the purposes of giving *us your* instructions; and

(b) 5.00pm for any other purposes.

### **Time**

33.4 A reference to a time is a reference to the time in Sydney, New South Wales, Australia.

### **Statements**

33.5 *We give you a statement for your account at least every 40 days (unless the law says that we do not have to). In all cases, we will send you a statement of your account at least every 6 months. You may also receive a statement of account relating to your account if you request it at any time.*

*We may charge a fee for responding to any request to issue a replacement or duplicate statement of account.*

33.6 *You should check all entries on your statement of account carefully and promptly report any apparent error or unauthorised transactions to us in accordance with condition 16.1.*

### **How we may exercise our rights**

33.7 *We may exercise a right or remedy (in addition to other rights and remedies provided by law) or give or refuse our consent in any way we consider appropriate including by imposing reasonable conditions.*

33.8 *If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.*

33.9 *Subject to condition 13, we are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy.*

### **Our certificates**

33.10 *We may give you a certificate about a matter or about an amount payable in connection with this contract. The certificate is sufficient evidence of the matter or amount, unless it is proved to be incorrect.*

### **Assignment and Novation**

33.11 *We may assign our rights under this contract.*

*You agree that we may disclose any information or documents we consider desirable to help us exercise this right.*

33.12 *We may novate this credit card contract to another*

institution authorized to issue credit cards by giving notice to *you* of the time after which any transaction initiated by a *user* on *your account* will be taken to be *your* acceptance of the novation of this *credit card contract*.

- 33.13 *Your* rights are personal to *you* and may not be assigned without *your* written consent.

**Notices, other communications and serving documents**

- 33.14 Notices, certificates, consents, approvals and other communications in connection with this contract must be in writing.
- 33.15 Communications for *us* may be given to *us* by:
- (a) posting it by ordinary mail to *our* office at the address shown on a statement of *account*; or
  - (b) any other means permitted by law.
- 33.16 Subject to relevant laws or codes of practice, communications for *you* may be given to *you* by:
- (a) delivering it to *you* personally;
  - (b) leaving it at *your* residential or business address last known to *us*;
  - (c) sending it by prepaid post or electronically (such as by fax or *electronic communication*) to any of these places; or
  - (d) any other means permitted by law.
- 33.17 Communications given by newspaper advertisement are taken to be received on the date they are first published.
- 33.18 Where applicable to *your account* and *access method*, *you* agree that *we* may satisfy any requirement under this contract and the ePayments Code to provide *users* with information by:
- (a) *electronic communication* to a *user's electronic equipment*;
  - (b) *electronic communication* to an electronic address nominated by the *user*; or
  - (c) making the information available at *our* web site for retrieval by a *user* (after notifying the *user* by *electronic communication* that the information is available for retrieval and providing the *user* with the ability to retrieve the information by *electronic communication*).

*You* may at any time by notice to *us* terminate *your*

agreement to receive information by *electronic communication* or change *your electronic equipment* or electronic address.

### **Variation and waivers**

- 33.19 A provision of this contract, or a right created under it, may not be waived except in writing signed by the party or parties to be bound.
- 33.20 *We* may change this contract or defer or waive any of these terms and conditions without creating a new contract.

### **Set-off**

- 33.21 Subject to any statutory right of setoff which *we* cannot exclude by agreement such as under consumer credit or trade practices legislation, *you* must pay all amounts due under this contract in full without setting off amounts *you* believe *we* owe *you* and without counterclaiming amounts from *us*.

### **Inconsistent legislation**

- 33.22 If the National Credit Code applies to this contract then, if:
- (a) that Code would otherwise make a provision of this contract illegal, void or unenforceable; or
  - (b) a provision of this contract would otherwise contravene a requirement of that Code or impose an obligation or liability which is prohibited by that Code,

this contract is to be read as if that provision were varied to the extent necessary to comply with that Code or, if necessary, omitted.

### **Applicable law**

- 33.23 This contract is governed by the law in force in Sydney, New South Wales. *You* and *we* submit to the nonexclusive jurisdiction of the courts of that place.

### **Your address**

*You* must tell *us* promptly by calling 132 152 if *you* change *your* residential and/or postal address.

### **Anti-money laundering and counter-terrorist financing**

*You* acknowledge and agree that:

- (a) *We* and other members of the *group* are required to comply with anti-money laundering laws and

counter-terrorist financing laws, regulations and policies including *group* policies, reporting requirements under financial *transactions* legislation and requests of public and regulatory authorities in Australia and elsewhere, that:

- (i) may prohibit *us* from entering or concluding *transactions* involving certain *persons* or entities; or
- (ii) may require *us* to report suspect *transactions* or activities to a regulatory authority.

*Transactions* impacted include those that may:

- (i) involve the provision of finance to any *person* or entity involved or suspected of involvement in terrorism or any terrorist act; or
  - (ii) be relevant to investigation of an actual or attempted evasion of a taxation law, investigation of or prosecution of a *person* for an offence against a law of the Commonwealth or a State or Territory or enforcement of the Proceeds of Crimes Act 1987 (Cth); or
  - (iii) involve *persons* or entities which may be the subject of sanctions.
- (b) *We* and other members of the *group*, may intercept and investigate any payment messages and other information or communications sent to or by or on behalf of a *user* via *our* systems and may delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information; and
- (c) Neither *we* nor any member of the *group* will be liable for loss (whether direct or consequential and including without limitation loss of profit or interest) or damage suffered by any party, arising out of any action taken or any delay or failure by *us*, or any member of the *group*, in performing any of its duties or other obligations, caused in whole or in part by any steps taken as set out under this condition 32.24.

## Form 5 Information statement

## **Things you should know about your proposed credit contract**

This statement tells *you* about some of the rights and obligations of yourself and *your* credit provider. It does not state the terms and conditions of *your* contract.

If *you* have any concerns about *your* contract, contact the credit provider and, if *you* still have concerns, *your* credit provider's external dispute resolution scheme, or get legal advice.

### **The contract**

#### **1 How can I get details of my proposed credit contract?**

*Your* credit provider must give *you* a pre-contractual statement containing certain information about *your* contract. The precontractual statement, and this document, must be given to *you* before –

- *your* contract is entered into; or
- *you* make an offer to enter into the contract; whichever happens first.

#### **2 How can I get a copy of the final contract?**

If the contract document is to be signed by *you* and returned to *your* credit provider, *you* must be given a copy to keep.

Also, the credit provider must give *you* a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if the credit provider has previously given *you* a copy of the contract document to keep.

If *you* want another copy of *your* contract write to *your* credit provider and ask for one. *Your* credit provider may charge *you* a fee. *Your* credit provider has to give *you* a copy –

- within 14 days of *your* written request if the original contract came into existence 1 year or less before *your* request; or
- otherwise within 30 days of *your* written request.

#### **3 Can I terminate the contract?**

Yes. *You* can terminate the contract by writing to the credit provider so long as –

- *you* have not obtained any credit under the contract; or
- a *card* or other means of obtaining credit given to *you* by *your* credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, *you* will still have to pay any fees or charges incurred before *you* terminated the contract.

#### 4 **Can I pay my credit contract out early?**

Yes. Pay *your* credit provider the amount required to pay out *your* credit contract on the day *you* wish to end *your* contract.

#### 5 **How can I find out the pay out figure?**

*You* can write to *your* credit provider at any time and ask for a statement of the pay out figure as at any date *you* specify. *You* can also ask for details of how the amount is made up.

*Your* credit provider must give *you* the statement within 7 days after *you* give *your* request to the credit provider. *You* may be charged a fee for the statement.

#### 6 **Will I pay less interest if I pay out my contract early?**

Yes. The interest *you* can be charged depends on the actual time money is owing. However, *you* may have to pay an early termination charge (if *your* contract permits *your* credit provider to charge one) and other fees.

#### 7 **Can my contract be changed by my credit provider?**

Yes, but only if *your* contract says so.

#### 8 **Will I be told in advance if my credit provider is going to make a change in the contract?**

That depends on the type of change.

For example –

- *you* get at least same day notice for a change to an *annual percentage rate*. That notice may be a written notice to *you* or a notice published in a newspaper.
- *you* get 20 days advance written notice for –
  - a change in the way in which interest is calculated; or
  - a change in credit fees and charges; or

- any other changes by *your* credit provider;

except where the change reduces what *you* have to pay or the change happens automatically under the contract.

## **9 Is there anything I can do if I think that my contract is unjust?**

Yes. *You* should first talk to *your* credit provider. Discuss the matter and see if *you* can come to some arrangement.

If that is not successful, *you* may contact *your* credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide *you* with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is the Financial Ombudsman Service and can be contacted at 1300 78 08 08, [www.fos.org.au](http://www.fos.org.au) and GPO Box 3, Melbourne, Victoria, 3001.

Alternatively, *you* can go to court. *You* may wish to get legal advice, for example from *your* community legal centre or Legal Aid.

*You* can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.

## **Insurance**

### **10 Do I have to take out insurance?**

*Your* credit provider can insist *you* take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, *you* can decide if *you* want to take out insurance or not. If *you* take out insurance, the credit provider can not insist that *you* use any particular insurance company.

### **11 Will I get details of my insurance cover?**

Yes. If *you* have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by *your* credit provider. In that case the insurer must give *you* a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if *you* acquire an interest in any such insurance policy which is taken out by *your* credit

provider then, within 14 days of that happening, *your* credit provider must ensure *you* have a written notice of the particulars of that insurance.

*You* can always ask the insurer for details of *your* insurance contract. If *you* ask in writing *your* insurer must give *you* a statement containing all the provisions of the contract.

**12 If the insurer does not accept my proposal, will I be told?**

Yes, if the insurance was to be financed by the credit contract. The insurer will inform *you* if the proposal is rejected.

**13 In that case, what happens to the premiums?**

*Your* credit provider must give *you* a refund or credit unless the insurance is to be arranged with another insurer.

**14 What happens if my credit contract ends before any insurance contract over mortgaged property?**

*You* can end the insurance contract and get a proportionate rebate of any premium from the insurer.

**Mortgages**

**15 If my contract says I have to give a mortgage, what does this mean?**

A mortgage means that *you* give *your* credit provider certain rights over any property *you* mortgage. If *you* default under *your* contract, *you* can lose that property and *you* might still owe money to the credit provider.

**16 Should I get a copy of my mortgage?**

Yes. It can be part of *your* credit contract or, if it is a separate document, *you* will be given a copy of the mortgage within 14 days after *your* mortgage is entered into.

However, *you* need not be given a copy if the credit provider has previously given *you* a copy of the mortgage document to keep.

**17 Is there anything that I am not allowed to do with the property I have mortgaged?**

The law says *you* can not assign or dispose of the property unless *you* have your credit provider's, or the court's, permission. *You* must also look after the property. Read the mortgage document as well. It



will usually have other terms and conditions about what *you* can or cannot do with the property.

**18 What can I do if I find that I cannot afford my repayments and there is a mortgage over property?**

See the answers to questions 22 and 23.

Otherwise *you* may —

- if the mortgaged property is goods — give the property back to *your* credit provider, together with a letter saying *you* want the credit provider to sell the property for *you*;
- sell the property, but only if *your* credit provider gives permission first;

OR

- give the property to someone who may then take over the repayments, but only if *your* credit provider gives permission first.

If *your* credit provider won't give permission, *you* can contact their external dispute resolution scheme for help.

If *you* have a guarantor, talk to the guarantor who may be able to help *you*.

*You* should understand that *you* may owe money to *your* credit provider even after mortgaged property is sold.

**19 Can my credit provider take or sell the mortgaged property?**

Yes, if *you* have not carried out all of *your* obligations under *your* contract.

**20 If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?**

Yes. You have 7 days after receiving your credit provider's request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.

**21 When can my credit provider or its agent come into a residence to take possession of mortgaged goods?**

Your credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the

National Credit Code.

## **General**

### **22 What do I do if I cannot make a repayment?**

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways —

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

### **23 What if my credit provider and I cannot agree on a suitable arrangement?**

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 25.

### **24 Can my credit provider take action against me?**

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

### **25 Do I have any other rights and obligations?**

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

**IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL**

## **DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.**

**EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS THE FINANCIAL OMBUDSMAN SERVICE AND CAN BE CONTACTED ON**

**1300 78 08 08, [www.fos.org.au](http://www.fos.org.au) OR AT GPO BOX 3, MELBOURNE, VICTORIA 3001.**

**PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.**

## **Direct debit request service agreement**

### **Preamble**

This document pertains to the operation of payment facility EasyPay (automated, regular payments) which is a facility which generates credit payments to *your card*, and matching *debit payments* to be forwarded to an *account* nominated by *you* under this Direct Debit Request Service Agreement.

### **Definitions**

*account* means the *account* held at *your financial institution* from which *we* are authorised to arrange for funds to be debited.

*Act* means the Privacy Act 1988 (Cth).

*agreement* means this Direct Debit Request Service Agreement between *you* and *us*, including the *direct debit request*.

*approving* means that *you* have authorised *us* by:

- (i) providing a *signature* on a *direct debit request* and/or
- (ii) by authorising *us* in a telephone call where *you* were identified using the *standard caller identification* process.

*business day* means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

*debit day* means the day that payment by *you* to *us* is due.

*debit payment* mean a particular *transaction* where a debit is made.

*direct debit request* means the Direct Debit Request

between *us* and *you*.

*direct debit system* means the Bulk Electronic Clearing System.

*GST* means a tax payable under the *GST* law, as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

*personal information* means any information (including any sensitive information) which *we* collect, use, hold and disclose about *you* (including *your account* details and any amounts to be debited from *your account*) in accordance with the Act.

*privacy and related law* means the Act including the Australian Privacy Principles, and all other privacy law or codes of practice relevant to *our* collection, use and disclosure of *your personal information* and *our* processing of *your direct debit request*.

*privacy policy* means *our* Privacy Policy which can be obtained by contacting *us* at the Credit Card Customer Service Centre, or contacting *our* Privacy Officer on 1300 308 008, or by visiting any HSBC branch.

*signature* includes any electronic method permitted by applicable law at the relevant time to be used to identify a person and to indicate the person's approval of the information communicated in a document, in a manner binding on that person.

*standard caller identification process* is the process which *we* adopt from time to time to identify *you*.

*us* and *we* and *ours* means HSBC Bank Australia Limited ABN 48 006 434 162, who *you* have authorised by approving a *direct debit request*.

*you* and *your* means the customer who signed the *direct debit request*.

*your financial institution* is the financial institution where *you* hold the *account* that *you* have authorised *us* to arrange to debit.

## **1 Debiting *your* account**

1.1 By approving a *direct debit request*, *you* have authorised *us* to arrange for funds to be debited from *your account*. *You* should refer to the *direct debit request* and this *agreement* for the terms of the arrangement between *us* and *you*.

1.2 *We* will only arrange for funds to be debited from *your account* as authorised in the *direct debit request*.

1.3 If the *debit day* falls on a day that is not a *business*

*day we may direct your financial institution to debit your account on the following business day.*

- 1.4 If *you* are unsure about which day *your account* has or will be debited *you* should ask *us*.

## **2 Changes by us**

*We* may vary any details of this *agreement* or a *direct debit request* at any time by giving *you* at least fourteen (14) days written notice.

## **3 Changes by you**

- 3.1 Subject to 3.2 and 3.3, *you* may change the arrangements under a *direct debit request* by contacting *us* at the Credit Card Customer Service Centre.
- 3.2 If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing at least 21 days before the next *debit day*. This notice should be given to *us* in the first instance.
- 3.3 *You* may also cancel *your* authority for *us* to debit *your account* at any time by giving *us* notice in writing, or by a telephone call, at least 30 days before the next *debit day*. This notice should be given to *us* in the first instance.

## **4 Your obligations**

- 4.1 It is *your* responsibility to ensure that there are sufficient clear funds available in *your account* to allow a *debit payment* to be made in accordance with the *direct debit request*.
- 4.2 If there are insufficient clear funds in *your account* to meet a *debit payment*:
- (a) *you* may be charged a fee and/or interest by *your financial institution*;
  - (b) *you* may also incur fees or charges imposed or incurred by *us*; and
  - (c) *you* must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that *we* can process the *debit payment*.
- 4.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct.
- 4.4 *You* must notify *us* immediately in accordance with condition 9 of the HSBC Credit Card Conditions of Use if *you* become aware of any breach of the security of the *standard caller identification*

*process.*

- 4.5 *If we are liable to pay GST on a supply made in connection with this agreement then you agree to pay us on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate. If we are liable to pay any amount to any other party on a supply made in connection with this agreement then you agree to pay us on demand an amount equal to that amount.*

## **5 Disputes**

- 5.1 *If you believe that there has been an error in debiting your account or you wish to query an entry on your account statement you should notify us directly at the Credit Card Customer Service Centre and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.*
- 5.2 *If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for an amount equal to the incorrect debit (plus interest and charges) to be credited to your card account, or if you require, deposited to your account at your financial institution. We will also notify you in writing of the amount by which your account has been adjusted.*
- 5.3 *If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding, and advise you whether there was any system or equipment malfunction at the time of the debit.*
- 5.4 *Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.*
- 5.5 *We will respond to your request within 7 days if the debit payment was made within the last 12 months or 30 days if within the last 5 years.*

## **6 Accounts**

You should check:

- (a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all *accounts* offered by financial institutions.
- (b) *your account* details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and
- (c) with *your financial institution* before completing the *direct debit request* if *you* have any queries about how to complete the *direct debit request*. *Your financial institution* may impose additional restrictions on the amount of funds which may be debited from *your account*.

## **7 Confidentiality and privacy**

- 7.1 When *we* collect, use and disclose *your personal information* including any in *your direct debit request* (such as *your account* details), and *you* consent to such collection, use and disclosure of *your personal information* for these purposes, *we* comply with the *privacy and related law* and *our privacy policy*.
- 7.2 *Your financial institution* or others involved in the *direct debit system* may require *your personal information* to be provided to them in connection with a claim made relating to an alleged incorrect or wrongful debit made under the *agreement*.

## **8 Notice**

- 8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement* *you* should write to:  
HSBC Bank Australia Limited  
Credit Cards  
GPO Box 4263  
Sydney NSW 2001
- 8.2 *We* will notify *you* by sending a notice in the ordinary post to the address recorded by *us* for correspondence relating to *your card* account.
- 8.3 Any notice will be deemed to have been received two business days after it is posted.

## **Privacy Consent and Declaration**

HSBC Bank Australia Limited ABN 48 006 434  
162 Australian Credit Licence/AFSL 232595  
("HSBC") is a member of the HSBC Group of  
companies ("HSBC Group"), which supplies

banking, wealth management, insurance and other facilities, products and services globally.

## **1 What type of personal information is collected?**

- (a) Personal Information is any information which identifies an individual, such as your name, address, telephone number, date of birth, occupation, nationality, financial details or signature. Personal Information also includes Credit Information.
- (b) Credit Information is information that licensed credit providers are allowed to give or receive from each other, or provide to or receive from credit reporting bodies pursuant to the Privacy Act 1988 (Cth) about an individual's commercial or consumer credit, and may include: Personal Information, the name of the credit provider providing such credit; credit limits; the day the credit contract is entered into; repayment information in relation to your credit contract including the date the repayment is due and the date you make the repayment; information about defaults under a credit contract; payments relating to such defaults; payments made under a variation to a defaulted loan; serious credit infringements arising from deception or attempted deception committed by the individual or on the individual's behalf; credit worthiness, credit standing, credit history, credit capacity and information derived from credit information such as a credit score.
- (c) In order for HSBC to: (i) provide or consider providing you with a credit card; and (ii) in the event it does so, to enter into any transactions with you or for or on your behalf, you authorise and acknowledge that HSBC may collect and hold Personal Information about you and any person authorised to operate an additional card ("Authorised Signatory"), including:
- any Personal Information provided by or about you in your application for an HSBC credit card or at any other time;
  - any other Personal Information you provide to any of the persons set out under the heading "Who has access to my Personal Information?" below (collectively known as the "Recipient") or which any Recipient otherwise lawfully obtains about you;



- any transaction details or transaction history; and
  - any credit decision made about this application.
- (d) HSBC is required under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) to collect Personal Information to verify the identity of you and any Authorised Signatory and to regularly confirm whether such identity details are up-to-date whilst you have a product with us. In doing this, where you apply for a credit card online or via a merchant HSBC may disclose the name, residential address and date of birth of you and any Authorised Signatory to a credit reporting body and request that credit reporting body to prepare and provide to HSBC an assessment of whether these details match (wholly or partly) information contained in a credit information file held by such credit reporting body. The credit reporting body may compare your details with the names, residential addresses and dates of birth contained in credit information files of other individuals for the purposes of making the assessment.
- (e) You declare that where you have provided to HSBC Personal Information about an individual who is not you (such as a relative, spouse or partner), you have either made aware or will immediately make aware, that you have disclosed their Personal Information to us and that HSBC will use and disclose their Personal Information for the purposes set forth in this Privacy Consent and Declaration and that they can access their Personal Information by contacting HSBC on 132 152.
- (f) Personal Information may be given or lawfully obtained before, during and after the provision of credit to you.

## **2 Who has access to my Personal Information?**

- (a) You agree that Personal Information may be used by, exchanged with, and disclosed to the following Recipients:
- HSBC, any company which is related to HSBC, and HSBC's assignees;
  - any insurer, insurance broker or agent from whom or through whom any insurance is

taken out, or is to be taken out, or is offered or marketed to you, in connection with the credit to which this application relates;

- any Authorised Signatory or guarantor to this facility;
  - other financial institutions if you seek credit from them or currently have credit with them, or to facilitate your transactions via ATMs, internet banking, or BPAY®;
  - Australia Post, if you use the bank@POST service or you undertake an identity verification check at the post office;
  - any person necessary to execute your instructions;
  - any person through whom you have applied, or by whom you have been introduced to HSBC (such as a merchant, introducer or broker); and
  - any payment system operators and participants in the payment system.
  - to identify and develop products or services that may interest you and market them to you (unless you ask the Recipient not to do so);
  - to detect fraud, money laundering or terrorist financing activities or suspected activities as required under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) or breaches of Australian sanctions under the Charter of the United Nations Act 1945 (Cth), Autonomous Sanctions Act 2011 (Cth) and the Banking Act 1959 (Cth) or breaches of certain overseas sanctions law and comply with other regulatory requirements of Australian and certain overseas regulators;
  - to facilitate any transactions entered into between you and a Recipient, or provide any transactions entered into or performed by a Recipient at your or any Authorised Signatory's request and for or on your or any Authorised Signatory's behalf;
  - to verify your identity under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth);
- (b) You agree that if a Recipient engages any person to do something on its behalf (a "Service

Provider”), then the Recipient and the Service Provider (and its contractors) may exchange with each other any Personal information and any other Personal Information the Service Provider (and its contractors) lawfully obtains in the course of acting on the Recipient’s behalf. HSBC discloses Personal Information to members of the HSBC Group and overseas Service Providers (and their contractors). For a list of these countries visit [www.hsbc.com.au](http://www.hsbc.com.au). This list may be updated from time to time. If you agree to this disclosure, you acknowledge that we do not have to take steps as are reasonable in the circumstances to ensure the overseas recipient does not breach the Australian Privacy Principles. Whilst these countries may or may not have privacy laws of a similar standard; all HSBC Group members are required to comply with HSBC Group standards, requiring strict confidentiality and security, to which all Recipients and staff are subject. These standards are based on the Data Protection Act UK. Likewise, Service Providers (and their contractors) are required to contractually adhere to strict confidentiality and security obligations. In addition, if any Personal Information HSBC needs is not provided to it, HSBC may not be able to provide you with a credit card.

(c) You agree that we can disclose your Personal Information:

- as required by the laws of Australia and laws in which the HSBC Group operates such as under court or tribunal orders and requests from Australian and overseas regulators and government agencies;
- to any other person where you have consented to such disclosure.

### **3 What happens to my Personal Information**

You agree that any Personal Information provided by you or otherwise obtained by a Recipient may be used and disclosed by any Recipient and Service Provider (and its contractors):

- to assess and process your application for an HSBC credit card;
- for any purpose related to the provision of

credit to you and to carry out any associated payments, administration and account services;

- to assess any application you make for a different product or service;
- to promote, facilitate and manage the provision of any other HSBC products or services to you (including those products and services offered by others on HSBC's behalf, for instance Repayment Protection Insurance);
- to maintain, administer and update any other product or service the Recipient provides to you, and to link any other product or service to your HSBC credit card;
- for planning, product development and research purposes and to seek your feedback on the products and services offered by Recipients;
- to analyse transaction details and transaction history to build peer/individual group profiling to enable a Recipient to compare your account, income and expenditure and behaviours with peer groups, and for the development of, and use with internal risk tools; and
- to link any other product or service to your credit card.

#### **4 Authority in relation to Credit Information**

(a) In addition to the above, you authorise HSBC and any other Recipient which is a licensed credit provider or credit reporting body in respect of you to give Credit Information about you, and information about your commercial activities and commercial credit worthiness, to, and obtain it from, any of the following:

- credit reporting bodies, who may include the Personal Information disclosed to them by us in reports provided to credit providers to assist them to assess your credit worthiness. HSBC may also disclose to a credit reporting body instances where you fail to meet your payment obligations in relation to credit or where you commit a serious credit infringement;
- any third party (such as your employer or accountant) to check that the information you

have given us is correct;

- another credit provider from which it may seek information (for example, to assess this application and other applications you make, to conduct subsequent reviews of credit provided to you, and to assist you avoid defaulting on your credit obligations), from whom you may seek credit (for example, to notify of a default by you, to assess your credit worthiness or to ascertain the status of your credit arrangements);
- debt collections agencies, your insurers and any Authorised Signatory;
- HSBC Group members in the countries listed at [www.hsbc.com.au](http://www.hsbc.com.au) who may be providing services to HSBC so to facilitate the provision of services to you; and
- where it decides to sell or merge any aspect of its business, any person considering purchasing or who purchases, funds or manages that business or an interest in your credit card account or their advisers.

(b) HSBC will also conduct periodic reviews of your credit arrangements after HSBC has provided credit to you. To do this, HSBC will give your Personal Information to, and obtain a credit report from, a credit reporting body. You authorise HSBC, and any other Recipient which is a licensed credit provider, to obtain a consumer credit report, together with any other reports as to your credit worthiness, for this purpose.

## **5 Credit Reporting Bodies with whom we exchange Personal Information**

HSBC exchanges Personal Information with the following credit reporting bodies:

### **Dun & Bradstreet**

PO Box 7083

Sydney NSW 2001

Tel: 13 23 33 or +61 3 9828 3333

[www.dnb.com.au](http://www.dnb.com.au)

### **Experian**

GPO Box 1969

North Sydney NSW 2059

Tel: +61 3 8699 0100

[www.experian.com.au](http://www.experian.com.au)

## **Veda**

PO Box 964

North Sydney NSW 2059

Tel: 1300 762 207

[www.veda.com.au](http://www.veda.com.au)

You have a right to request these credit reporting bodies to not use information they hold about you for pre-screening of direct marketing by credit providers. You also have the right to request these credit reporting bodies not to use or disclose information they hold about you where you believe on reasonable grounds that you have been or are likely to be a victim of fraud.

### **6 Information about our management of credit information**

You can obtain our Credit Information Management Policy by visiting our website or writing to our Privacy Officer, whose details are provided in clause 9 below.

Our Credit Information Management Policy contains information: (a) about how you can access your credit information held by us; (b) how you can seek the correction of credit information held by us; and (c) how you may complain about a failure by us to comply with the Privacy Act in relation to credit reporting or our compliance with the Credit Reporting Privacy Code and how we will deal with such complaint.

### **7 If your application is refused**

If this application is refused a reason will not be given unless the refusal is based upon an adverse credit report or information derived from a credit report. Any personal information you have provided may be retained and used by us even though your application has been refused.

### **8 How is Personal Information stored?**

You acknowledge that Personal Information may be stored or processed overseas. A list of such countries is contained at [www.hsbc.com.au](http://www.hsbc.com.au) and may be updated from time to time. Whether it is

used, stored or processed in Australia or overseas, the Personal Information will be protected by strict confidentiality and security, to which all Recipients and their staff are subject, and will only be used in accordance with and for the purposes set out in this document unless otherwise required, advised or allowed.

## **9 Your access to Personal Information, corrections & complaints**

You can access most of your Personal Information held by HSBC by contacting us on 132 152 or writing to the Privacy Officer, HSBC Bank Australia Limited, GPO Box 5302, Sydney NSW 2001. You can also request us to consider correcting your Personal Information, or make a complaint to us about our management of your Personal Information by contacting us in this way. Our Privacy Policy contains information on how you can complain about a breach of the Australian Privacy Principles or the Credit Reporting Privacy Code of which we are bound and how we will deal with your complaint. Our Privacy Policy can be obtained on our website, by attending one of our branches and asking the staff or by writing to our Privacy Officer.

**Members of the HSBC Group would like to contact you from time to time with various product offers and special promotions. This may happen via mail, telephone, or electronic communications including e-mail or short message service (SMS). Likewise, If you do not wish to receive this information, you may tell us by telephoning us on 1300 308 008 or writing to us at Marketing Department, HSBC Bank Australia Limited, GPO Box 5302, Sydney NSW 2001.**

## **Schedule A - COLLECTION AND USE OF CUSTOMER INFORMATION - TERMS AND CONDITIONS**

### **DEFINITIONS**

Capitalised terms used in this clause shall have the following meanings:

“**Authorities**” includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents with jurisdiction

over any part of the HSBC Group.

**“Compliance Obligations”** means obligations of the HSBC Group to comply with: (a) Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring us to verify the identity of our customers.

**“Connected Person”** means a person or entity (other than you) whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include, but is not limited to, any guarantor, a director or officer of a company, partners or members of a partnership, any “substantial owner”, “controlling person”, or beneficial owner, trustee, settler or protector of a trust, account holder of a designated account, payee of a designated payment, your representative, agent or nominee, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group.

**“Controlling persons”** means individuals who exercise control over an entity. For a trust, these are the settler, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

**“Customer Information”** means your Personal Data, confidential information, and/or Tax Information or that of a Connected Person.

**“Financial Crime”** means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any Laws relating to these matters.

**“We”, “our” and “us”** refer to **HSBC Bank Australia Limited**



“**HSBC Group**” means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and “member of the HSBC Group” has the same meaning.

“**Laws**” include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to HSBC or a member of the HSBC Group.

“**Personal Data**” means any information relating to an individual (and corporate entities, in those countries where data privacy law applies to corporates), from which they can be identified.

“**Services**” includes (a) the opening, maintaining and closing of your bank accounts, (b) providing you with credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining our overall relationship with you, including marketing services or products to you, market research, insurance, audit and administrative purposes.

“**Substantial owners**” means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

“**Tax Authorities**” means UK or foreign tax, revenue or monetary authorities (for example, Her Majesty’s Revenue and Customs).

“**Tax Certification Forms**” means any forms or other documentation as may be issued or required by a Tax Authority or by us from time to time to confirm your tax status or the tax status of a Connected Person.

“**Tax Information**” means documentation or information about your tax status and the tax status of any owner, “controlling person”, “substantial owner” or beneficial owner.

Reference to the singular includes the plural (and vice versa).

## **1. COLLECTION, PROCESSING AND SHARING OF CUSTOMER INFORMATION**

These clauses 1-5 explain how we will use your information and that of Connected Persons. By using the Services, you agree that we and members of the HSBC Group shall use Customer Information in accordance with such clauses.

Customer Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- We are legally required to disclose;
- We have a public duty to disclose;
- Our [or a third party's] legitimate business purposes require disclosure;
- The disclosure is made with your consent; or
- It is disclosed as set out in this clause.

### **COLLECTION**

1.1. We and other members of the HSBC Group may collect, use and share Customer Information (including relevant information about you, your transactions, your use of our products and services, and your relationships with the HSBC Group). Customer Information may be requested by us or on our behalf or that of the HSBC Group, and may be collected from you directly, from a person acting on your behalf, from other sources (including from publicly available information), and it may be generated or combined with other information available to us or any member of the HSBC Group.

### **PROCESSING**

1.2. Customer Information will be processed, transferred and disclosed by us and/or members of the HSBC Group in connection with the following Purposes:

- a. the provision of Services and to approve, manage, administer or effect any transactions that you request or authorise,
- b. meeting Compliance Obligations,
- c. conducting Financial Crime Risk Management Activity,
- d. collecting any amounts due and outstanding from

you,

- e. conducting credit checks and obtaining or providing credit references,
- f. enforcing or defending our rights, or those of a member of the HSBC Group,
- g. for our internal operational requirements or those of the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes),
- h. maintaining our overall relationship with you (including marketing or promoting financial services or related products and market research), and/or
- i. for those other purposes mentioned in HSBC's Privacy policy, Privacy Consent and declarations and elsewhere in these terms and conditions. (the "Purposes").

## **SHARING**

- 1.3. By using the Services, you agree that we may, as necessary and appropriate for the Purposes, transfer and disclose any Customer Information to the following recipients globally (who may also process, transfer and disclose such Customer Information for the Purposes):
- a. any member of the HSBC Group;
  - b. any sub-contractors, agents, service providers, or associates of the HSBC Group (including their employees, directors and officers);
  - c. any Authorities, in response to their requests;
  - d. persons acting on your behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by us for you);
  - e. any party to a transaction acquiring interest in, or assuming risk in, or in connection with, the Services;
  - f. other financial institutions, credit reference agencies or credit bureaus, for the purposes of

- obtaining or providing credit references;
- g. any third party fund manager who provides asset management services to you;
  - h. any introducing broker to whom we provide introductions or referrals;
  - i. in connection with any HSBC business transfer, disposal, merger or acquisition;
  - j. for those other purposes mentioned in HSBC's Privacy policy, Privacy Consent and declarations and elsewhere in these terms and conditions.

Wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the Services are supplied.

## **YOUR OBLIGATIONS**

- 1.4 You agree to inform us promptly, and in any event, within 30 days in writing if there are any changes to Customer Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request from us or a member of the HSBC Group.
- 1.5. You confirm that every Connected Person/person whose information (including Personal Data or Tax Information) you have provided to us or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of their information as set out in these Terms. You shall notify any such individuals that they have rights of access to, and correction of, their Personal Data.
- 1.6. Where:
  - you fail to provide promptly Customer Information that we reasonably requested, or
  - you withhold or withdraw any consents that we may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
  - we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an

associated risk,

we may:

- a. be unable to provide new, or continue to provide all or part of the, Services to you [and reserve the right to terminate our relationship with you];
- b. take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and/or
- c. block, transfer or close your account(s) where permitted under local Laws.

In addition, if you fail to supply promptly your, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then we may make our own judgment with respect to your status, including whether you are reportable to a Tax Authority, and may require us or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to the appropriate Tax Authority.

## **2. DATA PROTECTION**

2.1 Whether it is processed in a home jurisdiction or overseas, in accordance with data protection legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

2.2 Under relevant data protection legislation, you have the right to request copies of certain categories of Personal Data which may be held and to request that any errors in such data are corrected.

## **3. FINANCIAL CRIME RISK MANAGEMENT ACTIVITY**

3.1 We, and members of the HSBC Group, are required, and may take any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime ("Financial Crime Risk Management Activity").

Such action may include, but is not limited to:

(a) screening, intercepting and investigating any

instruction, communication, drawdown request, application for Services, or any payment sent to or by you, or on your behalf, (b) investigating the source of or intended recipient of funds (c) combining Customer Information with other related information in the possession of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your identity and status.

3.2 Exceptionally, our Financial Crime Risk Management Activity may lead to us delaying, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither we nor any other member of HSBC Group shall be liable to you or any third party in respect of any loss (however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

#### **4. TAX COMPLIANCE**

You acknowledge that you are solely responsible for understanding and complying with your tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group. Each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity) also makes the same acknowledgement in their own regard. Certain countries may have tax legislation with extra-territorial effect regardless of your or Connected Person's place of domicile, residence, citizenship or incorporation. Neither we nor any member of the HSBC Group provide tax advice. You are advised to seek independent legal and/or tax advice. Neither we nor any member of the HSBC Group have responsibility in respect of

your tax obligations in any jurisdiction which they may arise including any that may relate specifically to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group.

## **5. MISCELLANEOUS**

- 5.1. In the event of any conflict or inconsistency between any of these Terms and those in any other service, product, business relationship, account or agreement between you and us, these Terms shall prevail. Any consents, authorisations, HSBC requested waivers and permissions that already exist from you in relation to Customer Information shall continue to apply in full force and effect, to the extent permissible by applicable local law.
  
- 5.2. If all or any part of the provisions of these Terms become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of these Terms in that jurisdiction.

## **6. SURVIVAL UPON TERMINATION**

These Terms shall continue to apply notwithstanding their termination, any termination by us or a member of the HSBC Group of the provision of any Services to you or the closure of any account.

**For more information please contact:**

- ▶ Premier Credit Cards 1300 301 168
- ▶ Platinum Credit Cards 1800 100 287
- ▶ Other Credit Cards 132 152
- ▶ Car/Personal Loans 1300 308 280
- ▶ All other product enquiries 132 152

**hsbc.com.au**  
**or visit any HSBC branch**

Credit provided by HSBC Bank Australia Limited ABN 48 006 434 162  
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