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HSBC Credit Card Terms

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PART A: OUR CREDIT GUIDE

CREDIT GUIDE – HSBC Bank Australia Limited

What’s this document and what does it apply to?

This credit guide belongs to HSBC Bank Australia Limited ABN 48 006 434 162 (“we”, “our” or “us”) Australian Credit Licence 232595, and provides important information that applies to all our credit cards.

If you have questions about this credit guide or our credit card products, you can contact us:

 GPO Box 5302 Sydney NSW 2001

 132 152

 www.hsbc.com.au

What if the credit is unsuitable?

Then by law we’re not allowed to enter into a credit contract, or increase your existing credit limit, if the credit is ‘unsuitable’.

When will credit be unsuitable?

The credit contract or credit limit increase will be unsuitable if:

- it doesn’t meet your requirements and objectives; or
- you’re likely to be unable to comply with the financial obligations; or
- you could only comply with your financial obligations with substantial financial hardship (for example, by selling your principle place of residence); or
- the regulations deem the credit contract or credit limit increase to be unsuitable.

How do we assess if the credit will be unsuitable?

We must make reasonable inquiries about your requirements and objectives, and your financial situation, and take reasonable steps to verify your financial situation.

What if we approve your credit?

Then you may request a free written copy of your assessment up to seven (7) years after the credit contract date or credit limit increase.

When do we have to give you the written assessment?

| If you request a copy of the written assessment: | Then we'll give it to you: |
|--|---|
| Before you enter into the contract or the limit is increased | Before you enter into the contract or we increase the limit |
| Within 2 years of you entering into the contract or the limit is increased | Within 7 business days |
| After 2 years of you entering into the contract or the limit is increased | Within 21 business days |

When don't we have to give you the written assessment?

We don't have to give you a copy of the written assessment if we decline your application, or we don't proceed with lending to you or increasing your limit.

What if you've got a complaint?

Please let us know and we'll do our best to resolve your complaint efficiently, honestly and fairly to your satisfaction.

You can contact us:

- ✓ through a branch; or
- ✓ by calling 1300 308 188 (toll free) or +61 2 9005 8181 (from overseas, you may be charged by the telephone provider); or
- ✓ if you are hearing impaired, by calling 133 677 and asking for 1300 308 188; or
- ✓ if you are a speak and listen (speech to speech relay) user, by calling 1300 555 727 and asking for 1300 308 188; or
- ✓ by emailing our Customer Relations Team at customerrelationsaustralia@hsbc.com.au or by mail at HSBC Bank Australia Limited, Level 36, Tower 1 International Towers Sydney, 100 Barangaroo Avenue, Sydney NSW 2000 Australia.

Please refer to clause 60 ('Complaints, Disputed Transactions and Investigations') of the Personal Banking Booklet for more details.

If you're unsatisfied with our resolution or our complaints process, you may contact the Australian Financial Complaints Authority (AFCA). This is a free service established to provide you with an independent mechanism to resolve specific complaints. AFCA can be contacted by mail: GPO Box 3 MELBOURNE VIC 3001; by phone 1800 931 678; by email at info@afca.org.au; and online at www.afca.org.au

PART B: CREDIT CARD TERMS

HSBC Bank Australia Limited ABN 48 006 434 162
GPO Box 5302 Sydney NSW 2001
Australian Credit Licence 232595

At HSBC we're committed to delivering the best service outcomes to all our valued customers.

You must read these terms and conditions carefully.

Important note: You accept these credit card terms by using your card, authorising a merchant to bill your card or asking us to do a balance transfer. If you don't agree with these terms, don't activate your card or allow an authorised cardholder to activate their card attached to your account and immediately cut up your card, including across the magnetic strip or chip.

1. WHO'S THIS AGREEMENT BETWEEN?

| You | We/Us/Our |
|---|--|
| You means the person we've opened one or more credit card accounts for. | HSBC Bank Australia Limited ABN 48 006 434 162 GPO Box 5302 Sydney NSW 2001 Australian Credit Licence 232595 T: 132 152 www.hsbc.com.au |

2. WHAT FORMS THE AGREEMENT BETWEEN US?

The documents that contain important information about your credit card and form part of this agreement are set out below. This agreement will apply to all transactions on your credit card account. Please ask your legal adviser to explain anything that you don't understand before you activate a credit card.

These terms do not contain all the information we are required to tell you. They must be read with the other documents that form your agreement.

| Terms | Where you'll find them |
|--|---|
| Terms specific to your credit card | <p>Any variation to this agreement we make with you, such as the special promotion terms which are contained in your sales voucher that's given to you when you make a special promotion, balance transfer terms if you make a balance transfer, or other special promotion terms such as in the special promotion advertisement. These will contain what the special promotion or balance transfer is, and the period it goes.</p> <p>Your offer e-mail that is sent to you which states your credit limit and attaches the credit card schedule and these Credit Card Terms.</p> <p>Your credit card schedule that is given to you with your letter of offer.</p> <p>These Credit Card Terms.</p> |
| Fees, charges and interest rates and other details | Your credit card schedule that is given to you |
| General terms that apply to all accounts (including credit cards). | The Personal Banking Booklet |

If you are an existing credit card customer, the terms in these Credit Card Terms will replace any credit card agreement terms you have previously agreed to once any agreed notice period ends.

If different parts of this credit card agreement don't work together (for example because one part says something different to another part) then, so far as laws and regulations allow, the document that first appears higher in the table above takes priority over a document that first appears lower in the table.

You can find some other important information about your card in Part C: Important information about your credit card, of these Credit Card Terms. Separate terms apply if you have a special promotion or other promotion, a balance transfer, or are enrolled into a reward membership program, airport lounge access program or the HSBC Instant Savings membership. We will provide these to you when you apply or are eligible to apply.

3. WHEN WILL THIS AGREEMENT BEGIN AND END?

This agreement will start when a participating merchant processes a special promotion you want or you activate your credit card.

You can activate your credit card by:

- ✓ using the credit card or adding an digital wallet
- ✓ activating the credit card using our online banking service
- ✓ phoning and asking us to activate the card
- ✓ asking us to do a balance transfer

This agreement does not have a fixed end date, but you and we can end it as these Credit Card Terms describe.

Using your Credit Card Account

4. HOW CAN YOU USE YOUR CREDIT CARD ACCOUNT?

You can use your credit card to make payments and other transactions up to the credit limit we have given to you, or another amount if we agree, and up to any transaction limits you have put on your credit card account. Depending on how you use your card, you may be required to also use your PIN or other security feature. Other financial institutions and merchants may also set limits. We may reduce your credit limit or change your transaction limit at any time, and we'll tell you after we do this.

You must secure your PIN and other security features. See clause 5 ('Keeping up Security') of the Personal Banking Booklet for tips about keeping up security, and who is responsible for loss if you don't follow the security terms.

| Using your account | |
|----------------------------|---|
| BPAY® | To make a BPAY® Payment, you must give us the information we need such as the biller information, the account to which the payment is to be made and the amount to be paid. We'll add the amount of the BPAY® payment to your account. You'll need to make sure the information you give us is correct as we'll make the BPAY® payment using those details. |
| Phone Banking | You can access this using the details we give you – usually your personal banking number (your PBN) or card number and your access code. If you change any of these details, the new ones may also apply to other accounts or credit cards you have with us. |
| Mobile Banking | You'll need to register to use these services. |
| Online Banking | |
| Credit Cards Online | We'll give you access directly through the online banking service. |

5. HOW YOUR CREDIT LIMIT CAN BE CHANGED?

You can ask us at any time to consider increasing, or to reduce your credit limit (including reducing it to zero) and closing your credit card account. You must pay us any amount in your credit card account that's in excess of the reduced credit limit you now want.

| You can reduce your credit limit: | | |
|--|--|---|
| By phoning us | By writing to us | By taking the below steps using the online banking service |
| Phone us on 132 152 | Write to us at: HSBC Credit Cards Operations, GPO Box 5302, Sydney NSW 2001. | <p>Step 1 Log into the online banking service and go to 'Credit Cards Online'. Then select 'Manage your Account', then 'My Cards' followed by 'Decrease Credit Limit'.</p> <p>Step 2 Enter your details to complete the 'Credit Limit Decrease Request' form.</p> <p>Step 3 Review and confirm the details of your request before submitting it to us.</p> <p>After you submit your credit limit decrease request to us, a screen showing your request has been submitted will appear.</p> |

You can request a temporary credit limit increase:

By asking us (a formal request)

By authorising a purchase that would take your credit card account over the credit limit if we allowed it (an informal request)

We don't have to agree to your request and we won't increase your credit limit if we think you can't afford the requested increase.

If we agree to an informal request, we'll increase your existing credit limit to cover the purchase.

We can reduce your credit limit:

Acting reasonably, we may decide to reduce your credit limit or not provide you with any further credit because of any of the following:

You're in default under another credit contract with us, or another credit provider.

You're in default under this agreement, or you're using your credit card in a way that's reasonably likely to cause loss or harm to you or us.

Something happens which means we have to manage our material risk or makes it commercially undesirable to give further credit to you.

We'll tell you if we do this. Your obligations under this agreement will continue until you pay us all you owe in full. You must continue to pay the amounts we tell you need paying in each statement.

All you owe

This is everything you owe us including your used credit, charges, fees and interest and any other amount we are entitled to charge you.

6. WHO CAN USE THE CREDIT CARD ACCOUNT AND HOW?

You, and any person that you have authorised to be an additional card holder can use the account for the following types of transaction:

| Transaction | Primary cardholder | Additional cardholder |
|--|--------------------|-----------------------|
| Pay for a purchase | ✓ | ✓ |
| Obtain cash or make a cash related payment (such as buying travellers cheques or foreign currency, buying lottery tickets, purchasing money orders or transfers made at your request). Your credit card schedule tells you about any limit on the amount of cash you can withdraw each day. | ✓ | ✓ |
| Special Promotion | ✓ | ✓ |
| Make a credit balance transfer by asking us to send a payment from your account to reduce or repay an amount you owe to another lender | ✓ | X |
| Accumulate, redeem or enquire about any reward points on your card reward account | ✓ | ✓ |

If you allow an additional cardholder to use a credit card, you agree that each additional cardholder can use the credit card in the same way as you (except as noted in the table above), and that you're responsible for their use of the credit card account and for all transactions on their additional card as though they were made by you. They will also be able to access any information about your credit card account.

If you want to cancel an additional card, you must tell us as soon as possible by calling us on 132 152 or visiting one of our branches. You're responsible for the use of that additional card up to when you tell us to cancel it, and we confirm it's cancelled. Depending on how you tell us, it may take us some time to cancel the additional card.


We recommend that you also cut the additional card in half across the chip for additional security. We do not have an agreement with any additional cardholder so you are responsible for their use of the account, including any use that makes you not comply with this agreement. For example, if an additional cardholder makes a payment that takes the amount on the account over the credit limit you will be liable. We recommend you provide them with a copy of these terms, the Personal Banking Booklet (including any updates) and Part C: Important information about your credit card, of these Credit Card Terms.

7. HOW DO YOU AUTHORISE PAYMENTS?

Part C: Important information about your credit card, of these Credit Card Terms, contains information on how you can authorise a payment. We'll assume a payment is authorised by you or an additional cardholder if the card, card number and PIN, biometric data or other security details we've provided you have been used. You must tell us immediately if your credit card or security details have been lost, stolen or compromised. Please refer to clauses 5 ('Keeping up Security') and 6 ('What you should do if you suspect an incorrect, unauthorised or mistaken electronic payment from your account') of the Personal Banking Booklet for security tips and your and our liability.

You and any additional cardholder must not:

- a) use the credit card or credit card account for any illegal or business purpose (or allow anyone else to do so); or
- b) go over your credit limit, unless we allow you to.

 When working out whether a transaction you want to make is within your credit limit, we take account of transactions which we have already authorised but have not yet charged to the account. For example, if you have \$150 left within your credit limit and we give a hotel authorisation for a payment of \$100, we may not allow more than \$50 to be spent on the account until the authorisation is cancelled.

8. WHEN WILL WE GIVE REFUNDS FOR PAYMENTS YOU HAVE AUTHORISED?

If a merchant gives you a refund for a purchase, we'll only credit it to the account when we receive details from the merchant. Until then we will charge the relevant rate of interest on the purchase.

9. CAN WE REFUSE TO AUTHORISE A TRANSACTION OR SUSPEND YOUR RIGHT TO USE THE ACCOUNT?

Yes. We may:

- delay or refuse to allow a transaction; or
- place a temporary transaction limit on your account; or
- cancel or suspend use of the account; or
- refuse to replace or reissue a card.

Our rights for when we can do this are more generally covered in clauses 15 ('When we can refuse to accept payments into your account') and 16 ('Blocking payments, payment devices, services and accounts') of the Personal Banking Booklet.

10. CAN YOU SET-UP, CHANGE OR CANCEL A REGULAR PAYMENT ARRANGEMENT?

Yes, you can give another person authorisation to automatically debit your credit card on a regular basis. This is known as a 'direct credit'. Keep a record of the arrangement you're paying.

To change or cancel a direct credit, make sure you contact who you're paying at least 15 business days before the next scheduled payment and tell them you want to change or cancel it. You should keep a copy of your request to them. This will help if you need to raise a payment dispute. We will continue making the payment until it has been changed or cancelled by them.

Update who you're paying with your new credit card details as and when they change. It's important to do this so to ensure continuous payments and avoid any

penalties or termination of your agreement with them – we aren't responsible if any of this happens.

Any direct debit you set-up yourself from the online banking service can be cancelled by you. Please see the Personal Banking Booklet.

Clause 18 ('Payments from your account') and clause 19 ('Cancelling or changing payments other than cheques') of the Personal Banking Booklet have important information on regular payments and how to cancel them.

11. MAKING INTERNATIONAL TRANSACTIONS

You make an international transaction, including by:

- buying online goods from an offshore seller, even if they show the price in Australian dollars; or
- buying goods from an Australian seller, but where their financial institution or payments processor is located offshore; or
- withdrawing funds from an international ATM.

When you make an international transaction, it will be converted to Australian dollars at the time of the transaction before it is charged to your credit card account. You may be charged currency conversion rates by the Visa or Mastercard schemes. The following tools may help you estimate the total cost of your online purchase:

| | |
|--------------------------------------|---|
| Visa exchange rate calculator | https://www.visa.com.au/travel-with-visa/exchange-rate-calculator.html |
| Mastercard Currency Converter | https://www.mastercard.us/en-us/consumers/get-support/convert-currency.html |

We may charge you fees and charges. Your credit card schedule lists what fees and charges we will charge you. Also, clauses 21 ('Foreign Currencies') and 54 ('Interest Rate and Foreign Currency Rate Changes') of the Personal Banking Booklet have important information about foreign currency.

Making payments

12. HOW MUCH DO YOU HAVE TO PAY US?

You agree to repay to us all you owe.

We'll usually, unless the law and regulations say we don't need to, give you a statement every 31 days showing all you owe, and the minimum payment you need to make to us for that month. We explain how we calculate all you owe and the minimum payment due in the credit card schedule and this is different for each type of credit card.

You (or your estate in the event of your death) will remain responsible to repay us all you owe.


We may make subsequent changes to your account to reflect any adjustments, for example refunds, disputed amounts or mistaken payments.

13. WHEN DO YOU NEED TO PAY US BY?


You need to pay us all of the following at the following times:

| If your current statement says: | Then you'll need to pay this: |
|----------------------------------|-------------------------------|
| Minimum payment | by the payment due date |
| Overdue amount | immediately |
| An amount over your credit limit | immediately |

If you don't pay us you'll be in default under this agreement, and we'll charge you late payment fees and interest on the unpaid and overdue amounts. We won't treat refunds or cash backs as part of the minimum payment.

 We'll also tell you in your statement about any overdue payments and the amount you owe us that's above your credit limit.


We apply your payment to your credit card account when you make it. We treat your payment as being received when it is cleared.

 To meet your payment due date, you may need to make an early repayment to allow for processing time, for example, cheque clearance times, or slower processing on non-business days.

You can pay more than the minimum payment or pay additional payments at any time. This will reduce the amount of interest you have to pay.

If you pay less than the minimum payment, you may be in default under this agreement. For more information, please see clause 22 of these Credit Card Terms.

You need to make sure your payments reach us on time.

 You can find out how to make sure payments reach us on time by reading the back of your statement

You must try not to pay more than all you owe. If you do, your account may go into credit balance, and we may refund any credit balance on your account by cheque, transfer it to another account you hold with us, or if your account has been inactive, remit the credit to the Government's unclaimed money account to comply with the law. We can also charge a cash advance fee, which is set out in your credit card schedule. We do not pay you interest on any credit balance and you may be charged a cash advance fee for withdrawing that amount.

Payments must be in Australian dollars.

14. HOW DO WE APPLY PAYMENTS?

Payments are applied toward your last statement's closing balance until it's fully paid. We'll first pay off what's in the last statement that has the highest rate of interest, down to the lowest rate. We'll then pay off what's in the current statement period in that same order.

You can request us to apply your payment in a different way and if we agree to this we will do so.

If you make multiple payments in the billing period, they will be treated separately in the order we receive them.

15. CLAIMS OR DISPUTES AGAINST A SUPPLIER

If you have a dispute with a merchant over a transaction, you must keep making payments to us while you're resolving it. We're not responsible for goods or services obtained using your credit card unless the law says we are. Please see your Personal Banking Booklet for steps you can take if you have a dispute with a supplier.

Any refunded payment that is returned is credited to your account at the date on which the payment was made, as though the payment did not take place.

Our fees, charges and interest

16. WHAT ARE OUR FEES AND CHARGES?

Fees and charges that apply are set out in your credit card schedule. You may also contact us, or check our website www.hsbc.com.au under the relevant credit card for current interest rates, fees and charges.

If you don't pay amounts you owe us after we demand payment from you, we may take steps to recover those amounts from you. We may pass on to you our reasonable enforcement and recovery costs, for example, our reasonable legal fees, court fees, and the reasonable costs of our staff and representatives.

17. HOW DO WE WORK OUT AND CHARGE INTEREST?

Interest starts to apply to your credit card account balance daily, depending on the type of transaction. Your daily interest rate is calculated by dividing your annual interest rates applicable at the time by 365.

Types of transactions


As you use your credit card, we'll categorise your transactions as shown in the table below. We work out interest on each category separately, and then add the interest from all categories together. This forms the interest that you will be charged for that month on the payment due date, which will be shown in your statement. Interest starts applying for each category as follows:

| | What this includes | We'll start to work out interest on it from |
|---------------------|--|---|
| Cash Advance | where you withdraw cash from your credit card account | the date of withdrawal |
| | using your credit card to gamble (if we allow it) | the date you make the purchase |
| | using our online banking service to transfer money from your credit card account to another account | the date you make the transfer |
| | cash advance fee | the date we add the fee to your credit card account |
| | fees charged so we can give you the cash advance (e.g. ATM fees) | |
| | interest charged on your cash advance balance | the day after interest on cash advances are charged to your credit card account |
| | special promotions after the end of the special promotion period | the day after the end of the special promotion period |
| Purchase | purchases (doesn't include gambling, which we treat as a cash advance if we allow it, special promotions and other promotions) | you don't have to pay interest if you have an interest free period and repay all you owe by the payment due date in your statement |
| | fees and charges (that aren't included elsewhere) | <p style="text-align: center;">OR</p> where you've lost your interest free period because you haven't paid all you owe by the payment due date in your previous statement, interest will be charged from: |

| | What this includes | We'll start to work out interest on it from |
|--------------------------|---|--|
| Purchase | | <ul style="list-style-type: none"> the day after the payment due date in your previous statement for purchases you made in the previous statement period; and the day you make a purchase in the current statement period. <p style="text-align: center;">OR</p> <p>the day you make it, if you don't have an interest free period.</p> <p>(In this section, 'all you owe' has a different meaning. See "Important information about interest free periods" below)</p> |
| | interest charged on your purchase balance | the day after interest on purchases are charged to your credit card account. |
| Special Promotion | something we've agreed is a special promotion (such as where you apply for a credit card and make the first purchase on it at a merchant that offers the special promotion) or a balance transfer | <p>the day after the day the special promotion ends, if your special promotion doesn't have an interest rate during the special promotion period.</p> <p>the day the special promotion starts, if your special promotion has an interest rate during the special promotion period.</p> |
| | any special promotion interest charged during the special promotion period | the day after interest on your special promotion is charged to your credit card account |

How do we work out interest for cash advances during statement period?

Each time you do a cash advance, interest is calculated on that cash advance from the date of the cash advance until it is repaid in full. Interest is worked out by applying the daily equivalent of the annual interest rate that applies to cash advances as applicable.

 For example, if your annual interest rate for cash advances is 4% per annum, and you do a \$100 cash advance on 5th January, then each day starting from the end of the day on the 5th, the daily equivalent of 4% p.a. will apply, to that cash advance until it is repaid in full. The daily equivalent is calculated by dividing 4% by 365.

Under this example, the interest applicable on 5th January is
 $\$100 \times (0.04/365) = \0.010959

The daily interest applicable to each day in a statement period will be added together on the last day of the statement period, charged to your account on the last day of the statement period, and will appear on your statement for that period.

How do we work out interest for each purchase during a statement period?

Each time you make a purchase with your credit card, interest will start to apply from the date described in the table above until the date on which the purchase is repaid in full.

Important information about purchase interest free periods

1. If you have an 'interest free period' (e.g. up to 55 days' interest free) on purchases (these purchases don't include special promotions or other promotions), the interest free period starts on the first day of your statement period, and not on the day on which you made the purchase. It ends on your payment due date for that statement period.
2. If you don't pay all you owe by the payment due date, you will lose your interest free period for the next statement period:

For example, if you don't pay all you owe in relation to a statement period (**month 1**) by the payment due date, all purchases you make in the next statement period (**month 2**) will attract interest from the end of the day of the purchase date.

'All you owe' in this clause 17 only

In this clause 17 only, when it comes to paying 'all you owe', we won't include special promotions during a special promotion period.

This means you'll keep your interest free period on purchases (that aren't special promotions in their special promotion period) if you don't pay the full balance of any special promotions or other promotions you have.

3. If you have lost your interest free period, you can get it back by paying all you owe on the payment due date.

Your purchase will appear on your statement for the statement period. If you don't repay the purchase balance in full by the payment due date, interest on that purchase will start to apply to any unpaid part of the purchase the next day, and continue until you pay off that purchase.

For example, if you make a \$100 purchase on 5 January, your statement period starts on 1st of each month, and an up to 55-day interest free period applies to purchases, the following could happen:

| If you pay all you owe by the payment due date and have an interest free period: | If you only pay your minimum payment by the payment due date: | If you do not pay all you owe by the payment due date: | If you've lost your interest free period or don't have an interest free period: |
|---|---|---|--|
| <p>You repay the \$100 in full and no interest applies to the purchase. You keep your interest free period for the February statement period.</p> | <p>Assume you only end up repaying \$30 of the purchase. From the day after the payment due date, you will be charged interest on the remaining \$70 at the applicable purchase rate until the \$70, and any interest, is repaid in full.</p> <p>You will lose your interest free period for the February statement period.</p> | <p>From the day after the payment due date, you will be charged interest on the balance owing until you have paid this in full, inclusive of any interest that we charge. You may also be charged a late payment fee, which will also attract interest from the day we charge this fee.</p> <p>You will lose your interest free period for the February statement period.</p> | <p>Interest applies on your purchase balance from the first day of the next statement period where you've lost your interest free period.</p> <p>Interest applies on purchases from the date of purchase where you don't have an interest free period.</p> |

How do we work out interest on special promotions?

We work out interest on special promotions as follows:

| If you've taken out a special promotion: | Then from the day you take out the special promotion until the end of the last day of the special promotion period: | Then from the day after the last day of the special promotion period: |
|--|--|---|
| That has a special promotion rate of 0% p.a. | Interest may not apply on the special promotion, depending upon the special promotion offer. | The cash advance rate will apply on the unpaid balance of the special promotion because you haven't paid it off by the end of the last day of the special promotion period. |
| That has a special promotion rate of more than 0% p.a. | Interest at the special promotion rate contained in the special promotion offer will apply. | |

You should pay off the unpaid balance of your special promotion by the last day of the special promotion period, so you don't get charged higher interest after that date.

HSBC Credit Card Repayment Protection Insurance

This clause only applies if you are an existing customer with this product. We do not offer this to new customers

18. CREDIT CARD REPAYMENT PROTECTION INSURANCE

This insurance is provided by a third party: AIG Life. You must contact them directly if you have a claim.

We will add your insurance premium to your credit card account.

We will place a temporary block on your credit card until the end of the claim period if AIG tell us your claim has been approved. During this period, you won't be able to use your credit card and all payments will be stopped. You will need to make alternative arrangements for your payments – we are not responsible for this.

Changes to your agreement

19. CAN WE CHANGE YOUR CREDIT CARD?

Yes. Your credit card is our property. We can do any of the following, if the regulations permit:

- replace your credit card with another type of card we offer after reviewing your personal circumstances or your relationship with us changes; and
- give you a new type of credit card; and
- change the credit card scheme; and
- keep hold of your credit card.

We'll tell you about the features of the credit card when we send you the replacement. We will also replace your credit card when it is due to expire.

20. CHANGES TO TERMS THAT ARE PERSONAL TO YOU

If we change our view of your ability to repay us because of information we get from credit reporting bodies or the way you manage the account (for example because you often pay us or other lenders late), we may change (unless we are aware that you're at risk of financial difficulties) or waive the rates that apply to you. We may also reduce your credit limit. Any changes or waivers will only apply for the specific period we have communicated to you. The terms under this agreement will still apply, unless we agree otherwise.

21. CHANGES TO RATES, CHARGES AND OTHER TERMS FOR PARTICULAR REASONS

Changes to rates, fees and charges, and the notice period we will give you before a change are outlined in the clauses 45 ('Changes we can make after giving notice') and 46 ('Changes we can make without telling you in advance') of the Personal Banking Booklet.

22. CANCELLING YOUR CREDIT CARD ACCOUNT AND ENDING THIS AGREEMENT

Suspending or cancelling your credit card account, or not processing a transaction

We may suspend or cancel your credit card account or not process a transaction if:

- you're in default under this agreement, we've told you about this and given you 30 days to fix it; or
- we consider that it is reasonably necessary to protect us or you from loss, fraud, or other risks; or
- we consider that it is necessary for regulatory reasons; or
- for other reasons after we give you notice.

How and when can this agreement be ended?

If this agreement is ended for any of the reasons below, you and any additional cardholder must stop using the credit card account and if we provide any benefits with your credit card, they'll also end. This agreement will continue to apply until you have repaid everything you owe us. You should cancel any payment instructions you have on the credit card account and notify any relevant retailers. Until you do, you'll be liable for any payments, fees and charges on your credit card account.

Ending the agreement without reason

Either party may end this agreement at any time and without charge by taking the following steps:

- a) you can give us notice that you want to close your credit card account (through your online banking service, by calling us or visiting a branch) and pay us the total of all you owe;
- b) we can end the agreement at any time by giving you written notice and giving you a reasonable period to repay all you owe. If appropriate, we will give you our general reason for ending the agreement.

If either party gives notice under this clause, this agreement will only end after you have paid all you owe.

When you're in default under this agreement

If anything in the left column of the below table happens, you'll be in default under this agreement and we can do anything in the right hand column. If we're required to under a law or code we're required to follow, we'll write to you before we do any of these to tell you that you're in default under this agreement, what you need to do to fix it and what will happen if you don't fix it within 30 days.

| If any of the following happens: | We can do any of the following: |
|---|---|
| You haven't made a required payment under this agreement. | Call up what you owe us and demand that you pay us all you owe, or |
| We reasonably believe you have fraudulently entered into this agreement. | |
| You are insolvent, are unable to meet debts as they fall due, go into voluntary administration, are subject to another insolvency process or arrangement, or no longer have legal capacity. | take any action available to us at law, including ending this agreement, or |
| Another lender takes legal action against you or your assets, and we're required to take action to protect our legitimate business interests. | |
| We have a reasonable belief that you haven't complied with the law or a government requirement which potentially materially affects us. | |
| It becomes unlawful for you or us to continue under this agreement. | |
| You use the credit card for a purpose materially different from what we've approved. | stop any further lending, or |
| You give us information or make a representation or warranty to us which is materially incorrect or misleading, including where you've omitted to tell us something, and we've relied on this to our detriment. | |
| There's a material change to your financial situation which we reasonably believe will affect your ability to meet your obligations under this agreement, such as your death, incapacity, insolvency, or enforcement action by a creditor over the security property. | |
| | take money in any one or more of your accounts to pay us what we're owed, as permitted under under clause 41 ('Combining accounts and setting off') section of the Personal Banking Booklet, or |
| | |
| | charge you any late payment fees and incur and pass on reasonable enforcement expenses. |

| If any of the following happens: | We can do any of the following: |
|--|--|
| We reasonably believe that we were induced by fraud by you to enter into this agreement. | Any of the above, but if we call up what you owe us and demand payment of all you owe, we don't have to give you any notice or wait for the expiry of a notice period. |
| We have failed, after making reasonable attempts, to locate you | |
| A court authorises us to call up all you owe without giving notice | |
| Except where you've missed a payment, we'll only act on any of the above events if it's material, or we reasonably consider the event has had, or is likely to have, a material impact on your ability to meet your financial obligations to us, our credit risk, or in some cases, our legal or reputational risk. | |

23. WHAT YOU TELL US BY ENTERING INTO THIS AGREEMENT

By entering into this agreement you’re telling us the following statements of fact at the following times:

| You tell us the following: | And you tell us those things at the following times: | | |
|--|--|--------------------------|--|
| | Before you enter the agreement | Throughout the agreement | You undertake to tell us in the future |
| That all information you’ve given us is true and complete, and isn’t materially misleading – information could be materially misleading as a result of something you haven’t told us, or as a result of another action you’ve taken. | ✓ | ✓ | ✗ |
| You’ll always notify us in a reasonable time of any threatened, pending or actual litigation or anything else we reasonably require notice of. | ✗ | ✗ | ✓ |

24. COMMUNICATING WITH EACH OTHER

Clause 43 (‘How do we communicate?’) of the Personal Banking Booklet contains information about how we can communicate with each other, and clause 25 (‘Statements and other information we’ll give you’) contains information on how we’ll send you statements. We will only give you, the primary card holder, statements. Statements are sent monthly, and you can check your transactions any time online and through your mobile device.

25. WHAT LAW GOVERNS THIS AGREEMENT?

This agreement, and everything that happens in relation to this agreement before it is made, are governed by the laws of New South Wales, Australia and the courts of New South Wales or the State of your last registered Australian address in our systems.

If you aren't an Australian resident, you may be required to appoint an agent for service of process in Australia.

26. HOW DO WE COMMUNICATE?

Below are the details you will need if you want to get in touch with us (e.g. to change your contact details, tell us about any financial difficulties you have making payments, report a lost or stolen card or tell us that you want to withdraw from the agreement):

- write to us at HSBC Bank Australia Limited, GPO Box 5302 Sydney NSW 2001 or
 - call: Premier credit cards 1300 301 168 (+61 2 9005 8192 from overseas); or
 - Other credit cards 132 152 (or +61 2 9005 8511 from overseas); or
 - Text phone: TTY or computer with modem users: Call 133 677 (or +617 3815 7799 from overseas), then ask for 132 152. Speak and listen (speech to speech relay) users: Call 1300 555 727 (or +617 3815 8000 from overseas), then ask for 132 152; or
 - Visit one of our branches.
-

PART C: IMPORTANT INFORMATION ABOUT YOUR CREDIT CARD

27. USING AND CANCELLING YOUR CREDIT CARD ACCOUNT

| Credit Cards | |
|----------------------------|--|
| Using a credit card | <p>Use your credit card for:</p> <ul style="list-style-type: none">✓ cash advances✓ purchases <p>You can also use your credit card by tapping it at a payment terminal. You may have to enter your PIN if the transaction is above a certain amount.</p> <p>You're not allowed to use your credit card to purchase anything unlawful or use it after the credit card account has been closed.</p> |
| Digital Wallets | <p>You can add your credit card onto a digital wallet (such as Apple Pay or Google Pay™) and use it pay for goods and services.</p> <p>Once a credit card is added to a digital wallet, the cardholder can authorise transactions on the card account. This is done by using the digital wallet in place of the credit card. Some contactless payment terminals may require you to enter your card PIN for transactions over a certain amount and where the payment terminal does not recognise authorisation by means of biometric data or the mobile passcode.</p> <p>If a credit card is used through a digital wallet, the same terms apply as if the credit card was used as a card without the digital wallet.</p> <p>We do not provide services related to the digital wallet, these are done so by other providers (such as Apple and Google). Our obligation to you in relation to a digital wallet is limited to securely providing information to other providers (such as Apple or Google) in order to allow you to use your credit card through a digital wallet on a mobile device. You should always read the terms and privacy policy of a digital wallet provider, and make sure they are credible.</p> |

| Credit Cards | | |
|---|---|---|
| Credit card limits | <p>You must use your credit card within your credit card limit. If we agree to a temporary credit limit increase, you must pay your account back as soon as possible and you may be charged a fee if you've agreed to it.</p> <p>You can use online banking to put daily limits on what you can spend on your credit card, as well as remove these.</p> <p>Other banks and merchants may apply their own restrictions and limits on transactions. We're not responsible for goods or services obtained by using a credit card, unless we're responsible under the law or regulations.</p> | |
| Reducing your credit limit or cancelling your card | <p>See clauses 5, 6 and 22 of these Credit Card Terms.</p> | |
| If you use your credit card: | | |
| To make a purchase | To make a payment by giving the person you're paying your credit card number and expiry date | For a cash advance |
| <p>We'll add this amount immediately to your credit card account.</p> | <p>That person is entitled to ask us to pay them from your credit card account, and we'll add this amount immediately to your credit card account when they do this.</p> | <p>We'll add this amount to your credit card account.</p> |

Credit Cards

International transactions and transactions in foreign currency

If you use your credit card for a purchase in a currency other than Australian Dollars, it will be converted into Australian Dollars on the day the card payment scheme processes it using their scheme exchange rate.

For more information, please see clauses 21 ('Foreign Currencies') and 54 ('Interest Rate and Foreign Currency Rate Changes') of the Personal Banking Booklet. We also apply fees to these purchases and also charge you if you use your card overseas (including purchases processed by the card provider or billed by the merchant overseas).

You can find our fees and charges in your credit card schedule.

If you make international payments, for example from an online merchant showing the price in Australian dollars, your purchase will generally be converted into Australian dollars by the credit card scheme at the applicable exchange rate, and their currency conversion fees will apply. We may also charge an international transaction fee, which is set out in your credit card schedule. Please:

- carefully check the location of online sellers before you agree to buy online; and
- don't assume that because they show an Australian dollar price, they are located in Australia; and
- use tools such as the exchange rate calculators, which are set out in clause 11 of these Credit Card Terms.

Credit Cards

What we can do with your card

Your credit card is our property. We can do any of the following, if the regulations permit:

- replace your credit card with another type of card we offer after reviewing your personal circumstances or your relationship with us changes; and
- give you a new type of credit card; and
- change the credit card scheme; and
- keep hold of your credit card.

We'll tell you about the features of the credit card when we send you the replacement. We will also replace your credit card when it is due to expire.

Your credit card schedule contains important information on interest rates and fees and charges, and your offer e-mail contains your credit limit.

28. KEEPING YOUR DETAILS SAFE

Please carefully read the security tips contained in clause 5 ('Keeping up Security') of the Personal Banking Booklet. You must keep your payment device and the security details you use to access your account safe and tell us immediately if:

- any of your payment devices or security details are lost, stolen, or misused, or your security details may have become known to someone else; or
- there's an unauthorised transaction on your account.

Please see clause 26 of these Credit Card Terms on 'How do we communicate?' if any cards or devices are lost, misused or otherwise compromised.

29. CHARGEBACKS

We can't always claim a chargeback e.g. if your dispute relates to a special promotion. In those cases, you may need to contact the retailer directly. For further information on chargebacks, please see clauses 20 ('Refunds and Returned Payments') and 60 ('Complaints, Disputed Transactions and Investigations') of the Personal Banking Booklet.

30. COMPLAINTS, DISPUTED TRANSACTIONS AND INVESTIGATIONS

Refer to clause 60 ('Complaints, Disputed Transactions and Investigations') of the Personal Banking Booklet for information on how we deal with complaints, disputes and investigations, including complaints and disputed transactions under the ePayments Code, mistaken internet payments and chargebacks.

We're also required to provide you with an important information statement. This is in Part D of your Personal Banking Booklet. Please read it carefully.

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