

Introduction

While most of our valued customers interact with us in a polite and courteous manner, this policy explains our procedures to manage the individuals whose actions we consider unreasonable.

The aims of this policy are to:

- define the behaviours that are not acceptable to HSBC,
- ensure that our staff are able to conduct business and not be adversely affected by those few individuals who behave in an unreasonable manner,
- make sure our staff have a safe working environment and are not exposed to unnecessary stress, and
- empower our staff to deal confidently and effectively with unreasonable behaviour.

This policy applies to anyone who communicates with HSBC, its staff, customers, members of the public, complainants and individuals or companies who are representing complainants.

We believe that when you communicate with HSBC's staff, you have the right to be treated with courtesy and respect. In return, HSBC staff members have the same rights.

What behaviour is unreasonable?

While we recognise that when you contact or interact with our staff, there may be times you have reason to feel aggrieved, upset or distressed. However, it's not considered acceptable when an individual's behaviour is aggressive, abusive, or puts at risk the safety, health or wellbeing of our staff, or if it places unreasonable demands on our staff. Some examples of what we consider to be unreasonable behaviour are provided below.

Aggressive/abusive behaviour

Aggressive or abusive behaviour and language (verbal or written) is unreasonable and it may cause our staff and/or other people including another customer, to feel bullied, intimidated, threatened, or abused.

Examples may include:

- Threats
- Verbal abuse
- Physical abuse, including physical threats of any nature
- Using our products, accounts and online banking services in a way that harms others or to perpetuate financial abuse. This includes using language in any transaction narrative which is harassing, offensive, threatening, intimidating, abusive or caused or encourages physical or mental harm to another person or promotes violence against any person
- Causing any damage to HSBC property
- Racist and sexist language
- Derogatory remarks
- Offensive language
- Rudeness
- Making inflammatory statements
- Raising unsubstantiated allegations

Unreasonable requests and communication

Requests may be considered unreasonable by the nature and scale of service expected. For example:

- Requesting responses within unreasonable timeframes
- Insisting on only speaking with certain members of staff where that request is not reasonable, or the customer has been advised the staff member is unable to speak to them
- Adopting a 'catch-all' approach by contacting many staff members and third parties

Communication may be considered unreasonable if you:

- Continually contact us while we're in the process of investigating or seeking to resolve an issue you've raised with us, and we have provided you with a clear indication of how we'll keep you informed of our progress
- Contact or attempt to contact individual members of staff via phone or text outside of business operating days/hours and expect a response immediately or within an unreasonable timeframe
- Contact us numerous times about the same matter which we've responded to, without raising new issues
- Refuse to accept the response to a decision, where the explanation for the decision has been given and you've been informed that you're able to raise a complaint to an external dispute resolution body if you disagree with the decision or our final response
- Continue to pursue HSBC with complaints or issues which have already been investigated and a decision or explanation has been provided to you.
- Continue to raise new complaints arising from the same set of facts that have already been investigated and a decision has been provided to you.

How will we manage unreasonable behaviour?

All staff at HSBC have the authority to manage unreasonable behaviour which includes ending an interaction with you where they feel threatened, offended or unsafe.

If we consider that you're aggressive, abusive, or offensive when communicating with us, we'll politely ask you to stop the behaviour. Should such behaviour continue, we'll advise you again that your behaviour is considered unacceptable and end the call, terminate the live chat or cease communicating with you. We may then send you a written warning.

If you're at a HSBC branch or office and engage in aggressive, abusive or offensive behaviour, we may require you to deal with a different staff member or you may be asked to leave the HSBC branch or office.

Staff may also end an interaction where you're persistently raising issues that we consider have been appropriately responded to in full. Prior to ending the interaction we'll explain that we're unable to provide any further information on the matter unless you tell us that there are any other issues you wish to raise. If no new issues are raised we'll end the interaction.

Regarding unreasonable behaviour:

1. HSBC has a zero-tolerance position with respect to violence, offensive language and/or threats made against our staff and the destruction of our property or assets. This behaviour may be reported to the police and may result in HSBC deciding to end our banking relationship with you without issuing a warning.
2. In all other cases, HSBC may issue a written warning that your behaviour is unreasonable and ask you to not engage in that behaviour in the future when interacting with us. If the warning is ignored, we may choose to take other steps which include restricting communications, your banking services or even ending our banking relationship with you.

3. If we decide that further action or restriction of services is appropriate, we'll consider which action or restriction best fits the circumstances. The actions or restrictions we may consider are set out in Clause 16 of our Personal Banking Booklet. Those we apply will be proportionate to the nature, extent, and impact of your unreasonable behaviour on our ability to service your banking needs.
4. Where we issue a warning and/or decide further action or restriction is appropriate, we'll explain to you what actions we're taking and our reasons for them. Where we decide to end our banking relationship, we may provide you with our reasons for this decision, but we're not required to do so.
5. If you make us aware that you have a disability, mental illness or are experiencing a circumstance that makes you vulnerable, we'll appropriately consider this and the impact any decision to take an action, place a restriction or end the banking relationship may have on you. For example, we'll give careful consideration before imposing a restriction on you making phone calls to us if you have a visual impairment, or we may provide a longer notification period before we terminate our banking relationship with you if your Centrelink pension is paid into your accounts with us.

Options to address unreasonable behaviour

Other steps we may consider taking to address unreasonable behaviour include, but aren't limited to:

- Restricting or placing limitations on the staff members, methods, or times that you can contact HSBC. Where appropriate, we'll discuss this with you and reach an agreement on the methods and time that you can contact HSBC.
- If we've already fully explained our reasons for a decision and you've exhausted the procedures to request a review of that decision, including having raised a complaint with HSBC and taken the matter to an external dispute resolution body, we'll decline to respond to further correspondence which does not raise new issues. The correspondence will be read and filed, but won't acknowledge it unless you provide significant new information or evidence relating to the matter.
- We won't respond to correspondence that is abusive or offensive, and we'll block emails that are abusive or offensive.
- Physical violence, verbal abuse, threats, or harassment against our staff won't be tolerated, and we may choose to report the matter to the police.
- If you use a narrative in any payment you make through HSBC's digital banking systems (including HSBC Online Banking and the HSBC Mobile App), and in our opinion that narrative is harassing, offensive, threatening, intimidating, abusive or causes/encourages physical or mental harm to another person or promotes violence against any person, we may limit your access to HSBC's digital banking systems which may also involve limiting or removing your ability to use HSBC Online Banking and/or the HSBC Mobile App.
- Where you're representing a customer or an individual under a letter of authority or some other formal authority such as an Authority to Operate, Power of Attorney or Guardianship Order, we may advise you that we'll no longer deal directly with you and notify the customer/individual you represent of this. In these cases we'll then request the customer/ individual to either deal directly with us; or if they're not able to, or don't wish to, we'll afford them the opportunity to appoint a different representative if they wish.
- In extreme cases, or where there's repeat behaviour, or a failure to comply with a prior written warning or action or restriction decision, we may decide to end our banking relationship with you in accordance with our terms and conditions set out in the Personal Banking Booklet (which you can find at [hsbc.com.au/help/important-notices/](https://www.hsbc.com.au/help/important-notices/)). We may make this decision even if we haven't provided you with a written warning first. In which case, we'll advise you of our decision to end our banking relationship in writing and provide you with a notice period that the termination will take effect.

Any one of the above options (or a combination of these) may be applied to an individual. In all cases, we'll notify you in writing of the action and if relevant if a timeframe on restrictions will apply or if it is a permanent restriction.

How can you ask for a review of a decision under this Policy?

1. If you'd like to dispute a warning, action, restriction or decision we've made under this policy you should advise us in writing within 14 days of the date you were advised or became aware of the warning, action, restriction or decision (or other time period to be agreed if you have a circumstance that we should consider):

- (a) that you wish to have the matter reviewed;
- (b) set out the reasons why you're disputing the matter; and
- (c) provide any evidence relevant to support your position.

All requests for review must be sent to the Customer Fairness team:

Email: extra.care@hsbc.com.au

Post: Customer Fairness Team

HSBC Bank Australia

Limited Tower 1 - International Towers Sydney,

100 Barangaroo Avenue, Sydney NSW 2000.

2. While the review is being considered, any action or restriction will remain in force; if the decision is to end our banking relationship, the exit process will be placed on hold until the review is complete.
3. A response to the request for review will be provided to you in writing within 30 business days of receipt of the request for review.
4. You'll be advised either that the original decision will remain in place, the decision is changed, or a different course of action will be taken, including, for example, extending the time for you to close your accounts and make other arrangements.
5. If we're unable to provide you with a response within that timeframe the Customer Fairness team will advise you of the reasons for the delay and the expected timeframe for the outcome to be provided to you.
6. Where the decision being reviewed is to end the banking relationship, a dedicated committee of Senior Managers of HSBC will consider and make the decision on the request. All other requests will be decided by the Head of Conduct, Culture and Customer Fairness.