

# **Notice of Change**

Important Information: We're making some changes to the following documents:

Product Terms:

- HSBC Credit Card Terms; and
- Personal Financial Charges for HSBC Credit Cards.

Credit card schedules:

- Low Rate Credit Card Schedule;
- Platinum Credit Card Schedule;
- Platinum Qantas Credit Card Schedule;
- Premier World Rewards Plus Mastercard Credit Card Schedule;
- Premier World Mastercard Qantas Rewards Credit Card Schedule; and
- Star Alliance Credit Card Schedule.

Terms and conditions for additional features and benefits that apply to certain credit cards:

- Balance Transfer Terms and Conditions;
- Credit Card Cash Transfer Terms and Conditions;
- Premier Rewards for Miles Program Terms and Conditions;
- Airport Lounge Access Terms and Conditions; and
- Instant Savings Terms.

These changes will be effective from 11 April 2024.

### Summary of changes – HSBC Credit Card Terms

Please refer to the following table for details on the changes to the **HSBC Credit Card Terms (dated 2 June 2023)**. You can access the latest version of these terms and conditions in the link below.

www.hsbc.com.au/help/important-notices

() All clause, section and page references in the following table are to the clauses, sections or pages of the latest terms and conditions that can be accessed through the link above.

Change summary	Change details	
General changes		
We're making the following general changes throughout the HSBC Credit Card Terms. These changes are intended to make the HSBC Credit Card Terms more transparent and easier to read – not to change your or our rights and obligations under your agreement with us.		
We've clarified where to find relevant content.	We've done this by amending the headings of certain clauses so that they are as clear as possible.	
We've placed relevant content together.	We've done this by moving content so that it sits with similar content under a relevant heading. We've also removed duplicated wording.	

Change summary	Change details	
Specific changes		
We're making the following specific changes to sections and clauses of the HSBC Credit Card Terms.		
We're changing the availability and use of cheques in certain situations.	We've done this by removing references to cheques in certain clauses and reducing the ways in which cheques can be used to make or receive payments.	
Part B: Credit Card Terms		
We've provided greater detail about the terms and conditions that form part of your agreement with us.	We've done this by updating the table in <b>clause 2</b> to more clearly set out the documents that form your agreement and provide greater detail about what's contained in each of those documents.	
We've updated the list of supplemental terms that may apply to your credit card to reference the Instalment Plan feature.	We've done this in <b>clause 2</b> by adding Instalment Plans as a feature whose supplemental terms may also apply to your credit card.	
We've updated the list of supplemental terms that may apply to your credit card to reference the Instalment Plan feature.	We've done this in <b>clause 2</b> by adding Instalment Plans as a feature whose supplemental terms may also apply to your credit card.	
We've clarified when your agreement starts.	We've done this in <b>clause 3</b> by clarifying that the agreement starts when you activate your credit card or ask us to do a balance transfer.	
We've clarified how you activate your credit card.	<ul> <li>We've clarified that you can activate your credit card by:</li> <li>adding the credit card to a digital wallet;</li> <li>activating the credit card using our mobile banking service; or</li> <li>phoning and asking us to activate the card.</li> </ul>	
	See clause 3.	
We've clarified that you can't reduce your credit limit to an amount that is less than all you owe.	We've stated this in <b>clause 5</b> and provided an example of how this works.	
We've clarified when we can reduce your credit limit or not provide you any further credit.	We've done this in clause 5 by clarifying that, acting reasonably, we may reduce your credit limit or not provide you with any further credit because of any of the following:	
	<ul> <li>you're in default under another credit contract with us, or another credit provider;</li> </ul>	
	<ul> <li>you're in default under our agreement with you and the default hasn't been remedied for 30 consecutive days;</li> </ul>	
	• you're using your credit card in a way that's reasonably likely to cause loss or harm to you or us;	
	• we need to do so to comply with our legal or regulatory obligations or a regulator requires us to; and	
	• it is reasonably necessary to protect our legitimate interests.	
	We've also:	
	<ul> <li>added that we won't reduce your credit limit to be less than all you owe; and</li> <li>clarified that we'll tell you as soon as practicable if we decide to reduce your credit limit.</li> </ul>	
We've removed the terms for who can accumulate, redeem or enquire about any reward points or your card reward account.	We've removed this from <b>clause 6</b> . This is because these terms are contained in terms that apply to your reward program.	
We've clarified that you're not responsible for transactions on additional cards to the extent the use or transaction is caused by our mistake, our fraud, our negligence or our wilful misconduct.	We've added this to <b>clause 6</b> .	

Change summary	Change details
We've clarified how we'll credit refunds for payments you've authorised.	We've done this by:
	• clarifying that if a merchant gives you a refund for a purchase, we'll credit it to the account when we have processed the refund;
	• adding that if you think a merchant has refunded you with the incorrect amount, you should contact the merchant first and if you can't resolve it with the merchant, you can dispute the original transaction; and
	• clarifying that where a transaction was made in a foreign transaction, we'll apply the refunded amount in Australian dollars by converting the amount in accordance with clause 11 on the date we process the refund.
	See clause 8.
We've clarified when you make an international transaction.	Clause 11 already contained a list of ways you make an international transaction. We've clarified that you also make an international transaction by:
	<ul> <li>using your credit card outside of Australia; and</li> </ul>
	• making a transaction in a currency other than Australian dollars.
We've clarified when your international transactions will be converted to Australian dollars and what exchange rate will be used.	We've done this in <b>clause 11</b> by clarifying that your international transaction will be converted to Australian dollars on the day that the payment scheme processes it using their scheme exchange rate.
We'll no longer explain how we calculate all you owe in a statement.	We've removed this from the terms. You will continue to receive monthly statements showing all you owe.
We've clarified what may happen if we make adjustments to your account.	In <b>clause 12</b> , we've clarified that this may change all you owe and we may reissue a statement or reflect it in your next month's statement.
We've clarified that if your statement says an Instalment Plan amount then you'll need to pay this by the payment due date.	We've added this to the table in <b>clause 13</b> .
We've clarified what is treated as part of your	In <b>clause 13</b> , we've clarified that:
minimum payment.	<ul> <li>chargebacks won't be treated as part of the minimum repayment; and</li> </ul>
	• only amounts you pay us will be treated as part of the minimum repayment.
We've limited our rights to charge a cash advance fee.	We've done this in <b>clause 13</b> by removing our right to charge a cash advance fee for refunds or credits to the Government's unclaimed money account. This means you'll only be charged a cash advance fee if your transaction is categorised as a cash advance.
We've clarified the circumstances when we	We've done this in <b>clause 13</b> by clarifying that we may not pay a cheque:
may not pay a cheque.	<ul> <li>when we refund any credit balance on your account by transferring it to another account you hold with us or another financial institution.</li> </ul>
	Our fees, charges and interest
We've clarified what transactions are categorised as a cash advance and when we'll	In the table in clause 17, there are a number of types of transactions that are categorised as a cash advance. We've clarified that:
start to work out interest on it from.	• we'll also treat any other transaction that is treated as a cash advance by the Visa or Mastercard schemes (as applicable) as a cash advance and that we don't control this; and
	• for these kinds of transactions, we'll start to work out interest from the date of your transaction.
	Changes to your agreement
We've clarified what we can do with your	We've done this in <b>clause 19</b> by:
credit card.	• clarifying that we can provide you with a replacement or substitute credit card if we rebrand your credit card product; and
	<ul> <li>clarifying that we can offer you with a replacement or substitute card in accordance with any applicable laws.</li> </ul>
	We've also limited our right to keep hold of your credit card to where it is reasonably necessary to do so to protect you or us. We continue to have the right to change the credit card scheme.

Change summary	Change details
We've refreshed our terms about when we can suspend or cancel your credit card account or not process a transaction, and what will happen if we cancel your credit card account.	We've done this by replacing the terms under the headings 'Suspending or cancelling your credit card account, or not processing a transaction' in <b>clause 22</b> .
	() WE RECOMMEND YOU READ THE UPDATED TERMS IN CLAUSE 22 UNDER THE HEADING 'SUSPENDING OR CANCELLING YOUR CREDIT CARD ACCOUNT, OR NOT PROCESSING A TRANSACTION'.
We've clarified what happens if this agreement is ended.	We've done this under the new heading 'What happens if this agreement is ended?' in <b>clause 22</b> by clarifying that if the agreement is ended you must continue to make repayments and we'll continue to charge you interest, fees and charges in accordance with your agreement until you've repaid all you owe.
We've clarified how you can cancel your credit	We've done this under the new heading 'How you can cancel your credit card
card account and end the agreement.	account and end the agreement' in <b>clause 22</b> by clarifying:
	<ul> <li>you don't need to give us any reasons if you give us notice that you want to close your credit card account; and</li> </ul>
	• this agreement will only end after you have paid all you owe in accordance with this agreement. This means you'll need to continue making repayments and we'll continue to charge you interest, fees and charges in accordance with your agreement until you've repaid all you owe.
We've clarified what may happen when you're	We've done this by:
in default.	<ul> <li>clarifying when we'll give you notice that you're in default and what will happen if you don't fix the default; and</li> </ul>
	• making it clearer when we don't have to give you notice of a default or wait before taking action. We have done this by putting the existing list of these situations into a separate table.
	See 'When you're in default under the agreement' in <b>clause 22</b> .
	() WE RECOMMEND YOU READ THE UPDATED TERMS IN CLAUSE 22 UNDER THE HEADING 'WHEN YOU'RE IN DEFAULT UNDER THE AGREEMENT' TO KNOW OUR RIGHTS TO TAKE ACTION IF YOU ARE IN DEFAULT.
We've clarified what you tell us by entering	In clause 23, we've clarified that you need to notify us of any threatened,
into this agreement and what you need to tell us during the agreement	pending or actual litigation or anything else we tell you we reasonably require notice of. You must notify us of these things before you enter into the agreement and throughout the agreement.
We've updated the contact details for the National Relay Service.	We've done this by updating the contact details for the National Relay Service in 'Part A: Our Credit Guide' and within <b>clause 24</b> .
We've clarified what courts have jurisdiction.	We've done this by removing the clause in these terms that specified the governing law and what courts have jurisdiction. This means that the clause in the HSBC Personal Banking Booklet dealing with these matters applies.
Part C: Imp	ortant information about your credit card
We've clarified what you're not allowed to use	In 'Using your credit card' in <b>clause 26</b> we've clarified that you're not allowed:
to your credit card for.	• to use your credit card to purchase anything for business purposes;
	<ul> <li>to allow anyone else to use it to purchase anything illegal or for business purposes; and</li> </ul>
	• to go over your credit limit unless we allow you to.
We've clarified that we're not responsible for goods or services you obtain by using your credit card.	We've clarified this in 'Credit card limits' in <b>clause 26</b> .

In addition, we've updated the terms so that they're simpler and easier to understand by:

- updating the use of certain terms and expressions (for example, we've updated 'direct credit' to 'regular payment' and references to the 'offer e-mail' to 'offer document') and making our use of terms and expressions more consistent;
- making it clearer how the terms in the HSBC Credit Card Terms work with the other terms of your agreement including by adding cross-references and referring to the HSBC Personal Banking Booklet that could contain other relevant terms, and removing the term that addressed conflict between the different documents that make up your agreement;
- simplifying the wording used; and
- making grammatical and formatting changes.

## Summary of changes – Personal Financial Charges for HSBC Credit Cards

Please refer to the following table for details on the changes to the **Personal Financial Charges for HSBC Credit Cards (dated 28 August 2023)**. You can access the latest version of these terms and conditions on the link below.

www.hsbc.com.au/help/important-notices

Change summary	Change details	
Specific changes		
Personal Financial Charges for HSBC Credit Cards		
We've removed some fees that we will no longer charge	<ul> <li>We've done this by removing the following fees:</li> <li>Additional Statement charge</li> <li>Cheque dishonour fee</li> <li>HSBC Payment Fee (via PostBillpay)</li> </ul>	
We've clarified under what circumstances we will charge a Return Fee	We've done this by stating that the Return Fee applies if payments on your account are rejected or dishonoured, including any direct debit payments or cheque deposits.	

## Summary of changes – Credit card schedules

Please refer to the following table for details on the changes to the:

- Low Rate Credit Card Schedule (dated 28 August 2023);
- Platinum Credit Card Schedule (dated 28 August 2023);
- Platinum Qantas Credit Card Schedule (dated 28 August 2023);
- Premier World Rewards Plus Mastercard Credit Card Schedule (dated 28 August 2023);
- Premier World Mastercard Qantas Rewards Credit Card Schedule (dated 28 August 2023); and
- Star Alliance Credit Card Schedule (dated 28 August 2023).

You can access the latest version of these terms and conditions on the link below.

www.hsbc.com.au/help/important-notices

Change summary	Change details	
We're making the following changes to each of the credit card schedules.		
We've clarified we'll only increase your credit limit at your request.	We've done this at the beginning of the <b>Financial Table</b> .	
We've clarified when we'll charge an overlimit arrangement fee.	We've done this under 'Credit card fees and costs' in the <b>Financial Table</b> by clarifying that this is only charged once per statement cycle and if you continue to be overlimit in the next statement cycle then the fee is charged again.	
We've clarified when we'll charge an overseas transaction fee.	We've done this in 'Credit card fees and costs' in the <b>Financial Table</b> by clarifying that we charge this fee at the date of the transaction.	
We've clarified when we'll charge a cash advance usage fee.	We've done this in 'Credit card fees and costs' in the <b>Financial Table</b> by clarifying that we charge this fee:	
	• at the date of the transaction; and	
	• when you make a transaction that is treated as a cash advance by the card scheme.	
We've removed Post Billpay related fees	We've done this in 'Credit card fees and costs' in the Financial Table by removing the:	
	• HSBC payment fee (via Post Billpay); and	
	• Cheque dishonour fee when your cheque payment via Post Billpay is dishonoured.	
We've clarified the transaction limits that apply to cash advances.	We've done this in <b>'Other relevant information'</b> by clarifying that you can only spend up to your available credit limit for cash advances.	

In addition, we've updated the schedules so that they're simpler and easier to understand by:

- clarifying what the credit card schedule contains at the beginning of the schedule;
- updating the references to the 'e-mail' we sent you attaching this document to the 'offer document'; and
- making grammatical changes and the wording clearer.

#### Summary of changes - Additional features and benefits terms and conditions

We've refreshed the following terms and conditions:

- Balance Transfer Terms and Conditions;
- Credit Card Cash Transfer Terms and Conditions;
- Premier Rewards for Miles Program Terms and Conditions
- Airport Lounge Access Terms and Conditions; and
- Instant Savings Terms.

We've done this by replacing each of these terms and conditions. In doing so, in each of the terms we've clarified:

- how you accept the terms and conditions that apply to the feature or benefit;
- what the feature or benefit is;
- the eligibility criteria for the feature or benefit;
- how the feature or benefit works;
- what our rights are to make changes to or terminate the feature or benefit; and
- what you can do if you have a query or feedback.

You can access the latest version of each of these terms and conditions in the link below.

#### www.hsbc.com.au/help/important-notices

() WE RECOMMEND YOU READ THE UPDATED TERMS AND CONDITIONS FOR THE FEATURES AND BENEFITS THAT ARE AVAILABLE FOR YOUR HSBC CREDIT CARD.