What you need to know about your HSBC Credit Card

effective 1 July 2019
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 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.
# Conditions of Use

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

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

*BPAY® 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 and includes any card you transcribe or image into your mobile phone or device. 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).
(d) cash advance usage charge.
cash transfer means an amount debited from your account and paid into a third party account on your instruction to us.
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 services from time to time.

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

mobile banking service means the service HSBC makes available once an HSBC card
is added to a digital wallet to authorise transactions on an account. This is done by using a mobile device in place of a HSBC card at a contactless payment terminal or in an application transaction on a mobile device. 

**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 proceeding period.

**Overseas transaction charge** means a fee payable when *you* make a *transaction* on *your account* in a currency other than Australian dollars, or *you* make a *transaction* on *your account* in any currency (including Australian dollars) that is processed/billed by either the merchant or its financial institution/payment processor outside of Australia. Note: Sometimes it may not be clear that the merchant or its financial institution/payment processor is located outside of Australia. HSBC has no influence over whether the merchant or ATM operator chooses to convert a transaction into local currency. *You* should check this with the merchant or ATM operator.

**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:
(a) each amount charged by a supplier for the supply of any goods or services purchased by the use of a card on your account; or
(b) any fees that are not *cash advance* usage charge; or
(c) any other use and operation of your credit card account treated by us as a *purchase.*

*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,* including *balance transfer* and *cash transfer* 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, a balance transfer, or a cash transfer.
transaction controls mean the controls placed by you on your account using credit cards online.
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 assignees.
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 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 Banking Code of 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 Consent and Declaration and our privacy policy 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 Consent and Declaration and our privacy policy, and understand that we will use and disclose your personal information in accordance with its provisions.

4.3 We may make changes to the the Privacy Consent and Declaration and our privacy policy 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 our revised Privacy Policy, 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 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

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 in accordance with condition 16.

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. The timeframe for disputing a **transaction** may not apply to reporting unauthorised **EFT Transactions** covered by the ePayments Code. **We** will investigate disputed transactions covered by the ePayments Code for a period of six years after the date of the disputed transaction.

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 Financial Complaints Authority. 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. You may also close your account at any time by telling us via our website www.hsbc.com.au or calling us or visiting one of our branches. You will need to cut the card in half and securely dispose of the card.

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. You may ask us to reduce your credit limit at any time. You can do this by calling us, instructing us via our website www.hsbc.com.au or visiting one of our branches. If you owe us more than what you want your new credit limit to be then you will have to pay that excess to us before we can reduce your credit limit.
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.

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.

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.

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.

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 from the day after 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/ Mobile 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.

25.4 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.

25.5 Mobile banking service

Users may be authorised by us to register and use a mobile banking service. The mobile banking service is governed by the terms and conditions of the respective HSBC mobile banking service and will be provided to you when you register for the mobile 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® 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®
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® payment instructions**

27.1 To instruct us to make a BPAY® 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® payment. We will not be obliged to effect a BPAY® 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® 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® payment where:
(a) there is a public or bank holiday on the day after we are told to make a BPAY® payment; or
(b) a biller, or another financial institution participating in the BPAY® 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® 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 payments are processed promptly by billers and other participants in the BPAY scheme. We will not accept an order to stop a BPAY payment once we have been instructed to make that BPAY payment.
If we are advised by a biller that a BPAY payment cannot be processed, we will:
(a) advise the user of this;
(b) credit your account with the amount of that BPAY payment; and
(c) take all reasonable steps to assist in making the BPAY payment as quickly as possible.

Liability for unauthorised, fraudulent and mistaken BPAY payments

27.3 Your liability for unauthorised and fraudulent BPAY payments will be determined in accordance with clause 13.
A mistaken BPAY payment is a BPAY 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 payment, we will credit that amount to your account. However, you must pay us the amount of a mistaken BPAY 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 payment made from your account is unauthorised, you must provide us with a written consent addressed to the biller who received that BPAY payment, allowing us to obtain from that biller information about your account with that biller or the BPAY payment, including the customer
reference number and such information as is reasonably required to investigate the \(BPAY\)® 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 \(BPAY\)® payment. Please note that \(BPAY\)® 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 \(BPAY\)® instructions that have been made mistakenly by you.

**Suspension**

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

\(BPAY\)® payments for which instructions have been given and which are scheduled to be made while your right to participate in the \(BPAY\)® scheme is suspended will not be processed by us.

28 **Consequential Damage and Indemnity**

**BPAY® 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 \(BPAY\)® 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 reasonably 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 a reasonable time later.

Our certificates
33.9 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 there is something which reasonably shows this to be incorrect.

Assignment and Novation
33.10 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.
33.11 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*.

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

**Notices, other communications and serving documents**

33.13 Notices, certificates, consents, approvals and other communications in connection with this contract must be in writing.

33.14 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.

33.15 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.

33.16 Communications given by newspaper advertisement are taken to be received on the date they are first published.

33.17 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**

33.18 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.

33.19 We may change this contract or defer or waive any of these terms and conditions without creating a new contract.

**Set-off**

33.20 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**

33.21 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**

33.22 This contract is governed by the laws in force in the State or Territory of Australia where you first opened your account, otherwise in accordance with the laws in force in New South Wales. We will enforce this contract in the State or Territory of Australia of your address that you last notified us, and you irrevocably submit to the courts of that jurisdiction.

**Your address**
33.23 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

33.24 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.

Form 5 Information statement paragraph 16 (1) (b) of the Code regulation 70 of the Regulations

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 Australian Financial Complaints Authority and can be contacted at 1800 931 678, www.afca.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 AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY AND CAN BE CONTACTED ON 1800 931 678, www.afca.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. 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 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:
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 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.
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 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

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