THIS NOTICE OF CHANGE TO THE HSBC PERSONAL LOAN CONTRACT STANDARD TERMS AND CONDITIONS PUBLISHED AUGUST 2018 IS EFFECTIVE 1 JULY 2019

FROM 1 JULY 2019 THE FOLLOWING CHANGES WILL TAKE EFFECT:

All references to “Code of Banking Practice” are changed to “Banking Code of Practice”.

On page 13, the two paragraphs that appear under the heading “Enforcement Expenses” are deleted and replaced as follows:

**Enforcement Expenses**

Our reasonable enforcement expenses may become payable under this HSBC Personal Loan Contract in the event of a default. Enforcement expenses include any amount we spend or incur (including our reasonable legal costs) in relation to the enforcement or exercise of our powers under the HSBC Personal Loan Contract.

On page 14, sub-clause 10(c) is deleted and replaced as follows:

(c) any other change to your HSBC Personal Loan Contract will be notified to you in writing at least 30 calendar days’ before the change is to take place.

On page 23, in the section headed “Notices and certificates”, the words “unless it is proved to be inaccurate” are deleted and replaced with the words “unless there is something which reasonably shows this to be inaccurate”.

On page 42, the clause “1.8 Facsimile Instructions and Indemnity” is deleted and replaced with the following:

**1.8 Facsimile Instructions Indemnity**

1.8 If you provide HSBC with facsimile instructions you agree to indemnify HSBC and hold HSBC harmless against any and all claims which you or any third party may have against HSBC for any damage, loss, cost or expense which you or a third party may suffer or incur (whether directly or indirectly and whether foreseeable or not) as a result of or in connection with:

(a) HSBC acting upon any instructions sent by a facsimile purporting to be from you or persons authorised by you from time-to-time and HSBC has no reasonable reason to think those instructions are not legitimate; or

(b) HSBC not acting upon any instructions sent by facsimile purporting to be from you or persons authorised by you from time to time, where HSBC has a reasonable reason to think those instructions are not legitimate.

On page 44, the words “TTs are dispatched entirely at your own risk” is deleted.

Also on page 44, the second last paragraph is deleted and replaced as follows:

“HSBC may send any TT either literally or in cipher and HSBC accepts no responsibility for any loss, delay, error, omission or mutilation, which may occur in the transmission of any message and is outside of our reasonable control, or for its misinterpretation when received”.

"HSBC may send any TT either literally or in cipher and HSBC accepts no responsibility for any loss, delay, error, omission or mutilation, which may occur in the transmission of any message and is outside of our reasonable control, or for its misinterpretation when received".
5.5 Australian Financial Complaints Authority

The Australian Financial Complaints Authority is an impartial, independent and free service that is there to investigate financial complaints. They can be contacted as follows:

Australian Financial Complaints Authority
GPO Box 3 Melbourne VIC 3001
T: 1800 367 287
E: info@afca.org.au
W: www.afca.org.au

On page 53, the words “your credit provider’s external dispute resolution scheme” is deleted and replaced with “the AFCA scheme” in the second paragraph on that page.

On page 55, in the second paragraph under the heading “9 Is there anything I can do if I think that my contract is unjust?” is deleted and replaced as follows:

“If that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at 1800 931 678, www.afca.org.au/info@afca.org.au and GPO Box 3 Melbourne VIC 3001”.

On page 60, entire bolded text in capital letters and the Financial Ombudsman Service contact details are deleted and replaced as follows:

“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 THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT 1800 931 678, www.afca.org.au/info@afca.org.au or GPO BOX 3 MELBOURNE VIC 3001.

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

Issued by HSBC Bank Australia Limited ABN 48 006 434 162. Australian Credit Licence/AFSL 232595.