

OUR POLICY ON THE MANAGEMENT OF YOUR CREDIT INFORMATION

Application

This policy sets out how HSBC Bank Australia Limited ABN 48 006 434 162 Australian Credit Licence/AFSL 232595 (“HSBC” or “we” or “us”) manages your Credit Information in our possession. For information as to how we handle your Personal Information (i.e. information that serves to identify you) other than Credit Information, please refer to our Privacy Policy which can be found on our website www.hsbc.com.au and following the links.

What is a consumer credit contract?

A consumer credit contract is a contract that is wholly or predominantly for personal, family or household purposes or for the acquisition, maintenance, renovation or improvement of residential property for investment purposes or the refinancing of loans wholly or predominantly for such purposes. Anything which is not a consumer credit contract may be classed as commercial credit.

Collection of your Credit Information

HSBC collects personal information from you when you apply for one of our products and whilst you have an account with us. Personal information is any information about and which identifies an individual, and includes Credit Information.

What is Credit Information?

Credit Information is information about your credit worthiness, credit standing, credit and repayments history or credit capacity that we are allowed to exchange with credit reporting bodies by law and include any of the following:

Type of Credit Information	Components
<i>consumer credit liability information</i>	being the name of the credit provider to whom you have applied for credit; whether that credit provider is licensed; the type of consumer credit; the day the consumer credit is entered into; the terms and conditions of the consumer credit relating to repayment of the amount of consumer credit; the maximum amount of credit available; and the day on which the consumer credit is terminated or otherwise ceases.
<i>court proceedings information</i>	means information about a judgement of an Australian court that is made, or given against you in civil proceedings or relates to any credit that has been provided to you or which you have applied for.
<i>default information</i>	means in relation to a borrower under a consumer credit contract information about a payment that you are overdue in making in relation to consumer credit if you are at least 60 days overdue in making the payment; we have given you written notice informing you of the overdue payment and requesting that you pay the amount of the overdue payment; we are not legally barred from collecting the payment; and the payment is \$150.00 or more. means in relation to a guarantor under a consumer credit contract information about a payment that you are making as a guarantor under a guarantee given against any default by the borrower in repaying all or any of the debt under the consumer credit contract provided to the borrower if we have given you written notice of the borrower’s default and such notice requests you pay the overdue payment and at least 60 days have elapsed since we have given you the notice and we have taken steps to recover the money owed from the borrower.
<i>identification information</i>	means your full name or an alias or your previous name; your date of birth; your gender; your current or last known address, and two previous addresses (if any); your current or last known employee (if any); and your driver’s licence number.
<i>information request</i>	means an instance where we have sought information from a credit reporting body: in connection with an application for consumer credit made by you to us; in connection with an application for commercial credit made by a person to us; for a credit guarantee purpose of us in

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	relation to you; or for a securitisation related purpose of us in relation to you.
<i>new arrangement information</i>	means a statement about you in circumstances where you have defaulted and that the terms and conditions of the consumer credit contract have been varied or that you have been provided with a new consumer credit contract in relation to the consumer credit contract on which you have defaulted.
<i>payment information</i>	means information where we have disclosed default information about you to a credit reporting body and on a day after such default information was disclosed, the amount of the overdue payment to which such information relates that has been paid by you or on your behalf.
<i>personal insolvency information</i>	means information that has been recorded in the National Personal Insolvency Index or equivalent that relates to: your bankruptcy; a debt agreement proposal given by you; a debt agreement made by you; a personal insolvency agreement executed by you; a direction given, or an order made, under s50 of the Bankruptcy Act that relates to your property; or an authority signed under s188 of the Bankruptcy Act that relates to your property.
<i>publicly available information</i>	means information that can be collected from a government department or agency (that is not court proceedings information) and that information is available or generally available to members of the public whether in the form provided by the credit reporting business or another form and whether or not a fee is applicable to obtain such information.
<i>repayment history information</i>	being whether you have met an obligation to make a monthly payment that is due and payable in relation to consumer credit; the day the monthly payment is due and payable; and if a late payment is made then the day on which you make the late payment. Only repayment history information going back to December 2012 can be disclosed to a credit reporting body and any information relating to a particular payment can only be held for two years.
<i>serious credit infringements</i>	means an act done by you that involves fraudulently obtaining or attempting to obtain consumer credit or an act done by you to fraudulently evade your obligations to us or an act done in which a reasonable person would consider that you have the intention to no longer comply with your obligations to us and we have been unable to contact you.

What happens if I fail to make a repayment?

If you fail to meet your payment obligations under your consumer credit contract in any one month, or you commit a serious credit infringement, then we are entitled to disclose this fact to credit reporting bodies, which may in turn affect your credit worthiness and ability to obtain credit in future.

With whom does HSBC exchange your Credit Information?

HSBC may receive Credit Information from, and disclose Credit Information to, the following credit reporting bodies:

Credit Reporting Body	Postal Address	Telephone Number	Website
Experian	GPO Box 1969 North Sydney NSW 2059	03 8699 0100	www.experian.com.au
Veda	PO Box 964 North Sydney NSW 2059	1300 762 207	www.veda.com.au
Dun & Bradstreet	PO Box 7083 Sydney NSW 2001	13 23 33	www.dnb.com.au

These credit reporting bodies may include Credit Information in reports that are in-turn provided to other licensed credit providers, debt collections agencies, trade and mortgage insurers, securitisers and utilities providers for the purposes of assisting such companies assess whether to offer you credit.

HSBC may also disclose your Credit Information to:

- account signatories on your account;
- guarantors to your credit facility with us;

- your and HSBC's insurers;
- HSBC's service providers and their employees, agents and contractors located in Australia or overseas ("Service Providers"); and
- HSBC's related companies, whether located in Australia or overseas.

HSBC may disclose Credit Information to a number of HSBC Group companies and overseas Service Providers. For a list of countries in which HSBC operate and to whom it may disclose Credit Information, visit our website at www.hsbc.com.au.

What does HSBC do with Credit Information?

HSBC may disclose to a credit reporting body and receive from a credit reporting body your Credit Information for any of the following purposes:

- to assess your creditworthiness and risk of default;
- to assist us with the ongoing management and monitoring of your account;
- for debt collection purposes;
- for product development and research purposes;
- for the development of, and use with internal credit risk tools;
- to request a credit reporting body to undertake a pre-screening of a list of individuals using eligibility criteria nominated by us;
- to assist with the assignment or novation of your contract with HSBC to a third party and the due diligence around such assignment or novation by the third party, its professional advisers, agents, funders, managers and contractors and sub-contractors; and
- with respect to the disclosure by HSBC of an individual's name, residential address, date of birth, and in certain circumstances the individual's driver's licence number to a credit reporting body, such disclosure is required for HSBC to obtain an assessment from a credit reporting body verifying your identity from information contained within your credit file or information held in the credit files of other individuals for the purpose of your account application or for the purposes of ongoing customer due diligence and monitoring of your account on our part as required under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth). If you do not wish to have your identity verified utilising an assessment from a credit reporting body, you can elect to do this; however, you may not be able to apply for certain products or services via our online channels.

Where HSBC has declined your credit due to Credit Information

HSBC will notify you of the fact that we have declined your application for credit based wholly or partly on information contained in your, or derived from, your credit information file held by a particular bureau.

Security of your Credit Information

We will maintain reasonable practices, procedures and systems to ensure the security of electronic transmission and storage of your Credit Information held by us.

Direct Marketing

You can request a credit reporting body not to use your Credit Information for the purposes of pre-screening and direct marketing by us or any other credit provider. If you do not wish your credit information to be used for direct marketing purposes, then contact the credit reporting bodies on the details above to tell them of this.

If you believe that you are a victim of fraud

If you reasonably believe regarding your Credit Information that you are a victim of fraud or are likely to be a victim of fraud, you can request a credit reporting body not to use or disclose your credit information. Their contact details are provided within this policy.

Your rights as to access to, correction of, and complaining about credit information held by HSBC

You can:

- access your Credit Information held by us, which we can charge you a reasonable fee for providing it to you. We will request that you authenticate your identity prior to our releasing any Credit Information held by us to you. Unless unusual circumstances apply, we will provide you access to your Credit Information within 30 days of us authenticating your identity;
- seek to correct any inaccurate or incomplete Credit Information in our possession, or
- make a complaint about us.

For access to your Credit Information, please visit an HSBC branch, call 1300 308 008 or write to The Privacy Officer at HSBC Bank Australia Limited, GPO Box 5302, Sydney NSW 2001.

To ask HSBC to correct any Credit Information, please visit an HSBC branch or call us on the details provided above.

You can request, free of charge, from any of the credit reporting bodies listed above, that you be provided a copy of your credit report.

Where you have sought to correct your Credit Information, we will take reasonable steps to satisfy ourselves that the Credit Information about which you have made a correction request is inaccurate, out-of-date, incomplete, irrelevant, or misleading and take steps to correct the information within 30 days.

We may require your permission to extend this period and in doing so, notify you of the delay and the reason for the delay and provide you with an estimated timeframe to resolve the matter. If you do not consent to the extension sought by HSBC, we may not be able to action your correction request. Where we make a decision as to whether or not to action the correction request, we will notify you within 5 business days of us making that decision.

Where we decide to action your correction request and we provide notification in the above manner, we will provide you with all relevant Credit information in your credit information file and any relevant credit eligibility information so that you can check that it has been appropriately corrected.

In the event you are unsatisfied with HSBC's handling of your access or correction request, you can lodge a complaint with the HSBC Customer Relations Department whose details are as follows:

By Phone (8am to 7pm AEST):
Within Australia:
Toll Free: 1300 308 188

From Overseas:
+61 2 9005 8181

By Fax:
+61 2 9255 2647

By Mail:
Customer Relations Team -
HSBC Bank Australia Limited,
Tower 1 - International Towers Sydney
100 Barangaroo Avenue
Barangaroo NSW 2000
Australia

At HSBC Bank Australia Limited we are committed to the delivery of excellence through the highest customer service standards. Whether you are providing feedback, paying a compliment or making a complaint, your input is the key to inspiring our products and services.

Where you have made a complaint to HSBC about its handling or disclosure of your Credit Information, HSBC will investigate and attempt to resolve your complaint within 30 days. If we need more time we will ask you for an extension to this period and give you the reasons why we need to have the period extended. If you do not consent to the extension sought by HSBC, we may not be able to resolve your complaint.

Not satisfied with our handling of your complaint?

If you are not satisfied with the outcome of your complaint to us, you can contact the Financial Ombudsman Service by calling them on 1300 78 08 08, visiting their website at www.fos.org.au or writing to them at GPO Box 3 Melbourne VIC 3001. This is a free dispute-resolution service of which HSBC is a subscriber.

You can also go to Office of the Information Commissioner, by calling them on 1300 363 992, writing to them at either GPO Box 5218 Sydney NSW 2001 or GPO Box 2999 Canberra ACT 2601, or e-mailing them at enquiries@oaic.gov.au or visiting their website at www.oaic.gov.au

How you can obtain a copy of this policy?

You can obtain a copy of this policy by writing to The Privacy Officer, HSBC Bank Australia Limited, GPO Box 5302, Sydney NSW 2001, visiting our website www.hsbc.com.au and following the links or attending one of our branches and asking one of the counter staff. Alternatively, you can call us to request a copy of this policy on 1300 308 008.

