

# **HSBC Personal Loan Contract**

Standard Terms  
And Conditions

Published August 2018





## CONTENTS

|  |    |
|--|----|
| 1. Your HSBC Personal Loan contract from HSBC                            | 2  |
| 2. What we lend and when   | 2  |
| 3. Interest rate (the annual percentage rate)                            | 3  |
| 4. Interest charges  | 3  |
| 5. Repayments  | 4  |
| 6. What happens to payments we receive?                                  | 6  |
| 7. Fees and Charges  | 7  |
| 8. When are you in default?  | 9  |
| 9. Representations and warranties  | 11 |
| 10. Variations to your loan contract                                     | 11 |
| 11. Code of Banking Practice   | 13 |
| 12. Your Confidential and Personal Information                           | 13 |
| 13. Anti-money laundering and counter-terrorist financing, sanctions etc | 16 |
| 14. Banking Electronically and Internet Banking Service                  | 17 |
| 15. Applicable Law   | 19 |
| 16. General  | 20 |
| 17. Interpretation   | 22 |
| 18. Meaning of words   | 23 |
| Schedule 1   | 26 |
| Schedule 2   | 36 |
| Form 5 Information Statement   | 52 |

## 1. YOUR HSBC PERSONAL LOAN CONTRACT FROM HSBC

This is a loan contract between *you* and *us* (HSBC Bank Australia Limited).

This contract is made up of two parts:

- this HSBC Personal Loan Contract Standard Terms and Conditions; and
- the separate Letter of Offer for the HSBC Personal Loan.

They should be read together as neither document contains all the terms of *your HSBC Personal Loan Contract* or all of the information *we* are required by law to give *you* before the *HSBC Personal Loan Contract* is made. Together, they do.

The meaning of words printed *like this* and some other key words are printed in the “Meaning of words” clause 18 at the end of these HSBC Personal Loan Contract Standard Terms and Conditions.

## 2. WHAT WE LEND AND WHEN

*We* agree to lend *you* the *loan amount* as set out in *your Letter* at item 1 at the time *you* request it. However *we* will only allow *you* to borrow the *loan amount* so long as *you* draw down the loan not longer than 14 days from the *disclosure date*, or in any longer period agreed by *us* in writing. If *you* do not borrow within that period *we* have no obligation to lend to *you*.

Except to the extent that the *Letter* indicates that the *loan amount* is to be paid to others, *we* pay the money to *you* or as directed by *you* or *your* agent. However, *we* only have to lend *you* the *loan amount* if:

- (a) *we* have received:
- all *securities* and related documents duly signed;
  - evidence of any insurance *we* require; and

- any other documents or information we reasonably require, which are satisfactory to us; and
- (b) you are not in default under this *HSBC Personal Loan Contract*.

Any one of you can terminate your liability in respect of the loan if the loan has not been drawn by giving us written notice. However, if you do we will terminate our obligation to provide the loan to any of you.

### **Accepting this Offer**

You accept our offer for the Loan Amount and agree to the terms of this *HSBC Personal Loan Contract* by:

- (a) if the Loan Contract makes provision for your signature, signing the Loan Contract; or
- (b) if the Loan Contract does not make provision for your signature in drawing down the Loan.

If you do not agree with the terms of the Loan Contract, do not:

- (a) (if the Loan Contract makes provision for your signature) sign the Loan Contract;
- (b) instruct HSBC to draw down your loan for you;

Instead, to return funds or repay HSBC and send to HSBC within 7 days of draw down a written request to withdraw and return the Loan Amount to HSBC in its entirety within 7 days of Draw Down, if you do not you will be liable for the full Loan Amount and all interest fees and charges applicable.

### **3. INTEREST RATE (THE ANNUAL PERCENTAGE RATE)**

The *annual percentage rate* disclosed in the *Letter* is fixed for the whole *loan term*. This is the rate that is applied to your loan. Although the *total amount of interest charges payable under the contract* is stated at item 3 of your *Letter*, that amount is calculated based on

a number of assumptions (for example, that *you* make all repayments when required) and may not be the same as the amount *you* actually have to pay.

## 4. INTEREST CHARGES

### How is interest calculated?

We calculate interest payable by *you* by applying the daily percentage rate of interest to the *balance owing on your account* at the end of each day. The daily percentage rate is determined by dividing the *annual percentage rate* by 365. Interest accrues daily from and including the *lending date* and is debited to the *loan account* and added to the *balance owing on your account* monthly on the same day of the month as the *lending date*. However, if interest is to be debited on the 29th, 30th or 31st of a month and that month does not have that date, interest is debited on the last day of that month.

Interest is also debited to the *loan account* on the next statement cycle after the loan is repaid in full.

## 5. REPAYMENTS

### How and when to make repayments

If a repayment (other than a repayment to be made by *direct debit*) is due on a day which is not a *business day*, *you* must make the payment on the following *business day*.

If a payment is due on the 29th, 30th or 31st day of the month, but the month does not have that date, *you* must make that payment on the last day of that month. *You* must pay at least the *repayment amounts* as stated in the *Letter*. We calculate the *repayment amounts* so that, during the period they are payable, the:

- *loan amount*, and
- all interest charges, and other fees and amounts we notify *you* as being included in the *repayment amounts* which accrue or become payable during the *loan term*,

are repaid during the *loan term*.

Under this method, the part of each repayment which repays the *loan amount* gradually increases throughout the *loan term* but repayments are equal while the fees or other amounts we notify you as being included in the *repayment amounts* remain constant. However, the last repayment may be different as it equals the *total amount owing* on the last day of the *loan term*.

## **Days for payment**

You must make payments as stated in the *Letter*, unless we tell you a different date.

You are obliged to pay at least the *repayment amounts* stated in *Letter* under the item headed "Repayments" at the times stated, but you can pay more. If you pay more, this will help reduce the amount of interest you repay (see Clause 4). However, if you do pay more, this does not affect your obligations to pay in full the monthly repayment due in any subsequent month, unless we agree in writing to change the repayment arrangements.

## **Method of payment**

You must make payments via our *direct debit* system unless we have otherwise notified you.

If we have notified you that your payments do not have to be made by *direct debit*, you must make payments at any of our branches in Australia during business hours, by either:

- making a cash or cheque deposit using the deposit booklets issued by us; or
- mailing a cheque (and sufficient loan contract information for us to identify the *loan account*).
- by transferring funds from another account with us using a direct credit, our *internet banking service* or our automated or operator assisted *phone banking service*;

- by direct credit from another financial institution or *your* employer;
- in any other way allowed by *us* from time to time.

If *you* ask *us* to cancel a *direct debit* authorising *us* to make payments to *your loan account* by deducting funds from an account with another financial institution *we* will do so promptly. However, where *we* cancel a *direct debit* for *your* loan repayments *you* will need to make other arrangements to make *your* loan repayments and if *you* do not *you* will be in default under this loan contract. *We* will promptly process any complaints by *you* that a *direct debit* was unauthorised or otherwise irregular.

### **We may adjust your loan account balance**

*We* may assign any date *we* consider appropriate to a debit or credit to *your loan account* (except that, in the case of a debit, the date must not be earlier than the date on which the relevant transaction occurs). However, *we* credit payments to *your loan account* as soon as practicable after *we* receive them. This is not necessarily the same day that *you* pay. 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.

*We* may subsequently adjust debits and credits to *your loan account*, and the *balance owing on your account*, so as to accurately reflect the legal obligations between *you* and *us* (for example, because of an error or because a cheque is dishonoured). If *we* do this *we* make consequential changes (including to the interest charges).

### **Repaying the total amount owing**

*You* must pay *us* the *total amount owing* on the last day of the loan term. However, if *you* are in default of *your* obligations under *your HSBC Personal Loan Contract*, the *total amount owing* may become payable before that day.

### **You must repay the loan plus the interest**

*You* must repay all amounts *you* borrow from *us* and *you*



must pay *us* interest charges, all relevant government duties and charges, credit fees and charges and any enforcement expenses.

## 6. WHAT HAPPENS TO PAYMENTS WE RECEIVE?

We may use any payment we receive under or in connection with this *HSBC Personal Loan Contract* to reduce the *total amount owing* in any order we choose, unless we are obliged to pay the money to anyone with a prior claim. However, if money received represents proceeds of an insurance claim, we may use it to replace the property or carry out other work on it.

If, at the time we receive money under this *HSBC Personal Loan Contract*, any part of the *total amount owing* is not then due for payment, we may retain an amount equal to that part and use it to pay the *total amount owing* when it becomes due for payment.

We must pay any money remaining after the *total amount owing* is repaid either to *you* or to another person entitled to it (such as another person with a *security* over the *goods*). In particular, we may pay it to a person with a subsequent registered or unregistered *security* without being liable to *you*.

## 7. FEES AND CHARGES

### **Early termination fee**

If this *HSBC Personal Loan Contract* ends early because:

- (a) We receive the *total amount owing* six months or more before the end of the *loan term* either because *you* agree to repay it, or for any other reason (for instance because the goods financed have been lost or destroyed and we have received a payment from *your* insurance company); or
- (b) *you* are in default and the *total amount owing*

becomes immediately due for payment;  
*you* must pay *us* a fee called an “Early Termination Fee”.  
The amount of this fee is as indicated in the *Letter*.

*You* have to pay this fee because *your HSBC Personal Loan Contract* was based on the loan being repaid over an agreed period of time and the early termination means *we* incur costs which will not be recovered. The early termination fee will represent *our* reasonable estimate of the loss *we* suffer. It takes into account the costs *we* have incurred in establishing, maintaining and terminating *your* loan which will not be recovered if the loan is terminated early.

### **Other fees you have to pay**

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 5 or do so after the last day of the month, *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* utilise 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

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 to *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.

*You* must pay the following fees or charges (or reimburse *us* if *we* have to pay them):

- all fees and charges as indicated in the *Letter* and any changed or new fee or charge notified to *you* in accordance with clause 10;
- an amount equal to any government charges and duties on receipts or withdrawals under this *HSBC Personal Loan Contract*, calculated in accordance with the relevant legislation. This is payable whether or not *you* are primarily liable for such charges and duties;
- when *we* ask, any reasonable expenses *we* reasonably incur in enforcing this *HSBC Personal Loan Contract*.

*You* authorise *us* to debit any of these amounts to *your* loan account. All fees and charges stated in the *Letter* are current as at the *disclosure date*. *We* may keep any fees and charges shown in the *Letter* that have already been paid.

Information about current fees and charges is contained in *our* "Personal Loans fees & charges" booklet. *You* can obtain a copy of this booklet on request.

### **Variation of fees and charges**

*We* may change the amount of any fee or charge or change how often they are charged, or impose new fees or charges at any time (except the amount of the Establishment Fee and the amount of the Early Termination Fee).

## **8. WHEN ARE YOU IN DEFAULT?**

If the *National Credit Code* applies to this *HSBC Personal Loan Contract*, *you* are in default if any of the following happens:

- (a) *you* fail to pay *us* an amount due; or

(b) *you* fail to do anything else *you* promise *us* under this *HSBC Personal Loan Contract*.

If the *National Credit Code* does not apply to this *HSBC Personal Loan Contract*, *you* are in default if any of the following happens:

- (a) *you* do not pay on time any amount due under this *HSBC Personal Loan Contract*;
- (b) *you* do something *you* agree not to do, or alternatively don't do something that *you* have agreed to do under this *HSBC Personal Loan Contract*;
- (c) *we* reasonably believe that *you* or another person has acted fraudulently in connection with this *HSBC Personal Loan Contract*;
- (d) *you* are a company, and *you* become insolvent or steps are taken to make *you* so;
- (e) *you* give, or another person gives, *us* incorrect or misleading information in connection with this *HSBC Personal Loan Contract*; or
- (f) a court order is made against *you* or any of *your* assets.

### **What can happen then?**

If *you* are in default, *we* may give *you* a notice stating that *you* are in default.

If *you* do not, or cannot, correct the default within any grace period given in the notice or required by law (or if *you* are in default again for a similar reason at the end of that period), then at the end of that period and without further notice to *you* the *total amount owing* becomes immediately due for payment (to the extent it is not already due for payment). *We* may then sue *you* for that amount.

If the *National Credit Code* does not apply to this *HSBC Personal Loan Contract*, and in limited circumstances set down by law even when the *National Credit Code* does apply (these circumstances include if *we* are unable to locate *you*, *we* need not give a notice or wait until

the end of any grace period given in a notice. Instead, if *you* are in default, the *total amount owing* becomes immediately due for payment without notice. *We* may then immediately sue *you* for that amount.

## **Enforcement Expenses**

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* legal costs on a solicitor and client or full indemnity basis) in relation to the enforcement or exercise of *our* powers under the *HSBC Personal Loan Contract*.

## **9. REPRESENTATIONS AND WARRANTIES**

*You* tell *us* the following. *You* are taken to repeat these statements each time *you* request an advance. *You* should check they are true. These are warranties which means *we* can sue *you* if they are not true.

- (a) If *you* give any *security*, *you* make the declaration and acknowledgment as set out in clause 9 and all matters contained in the declaration and acknowledgment are true.
- (b) the *HSBC Personal Loan Contract* and any *security* expressed to be given by *you*:
  - is binding and enforceable against *you*;
  - does not breach any obligation binding on *you*;
  - and
  - in the case of any *security*, is effective security over any properties or assets which it is expressed to cover, with the priority (if any) stated in it.
- (c) *You* are not in default under this *HSBC Personal Loan Contract* or a *security*.
- (d) *You* are not insolvent. *You* have not committed an act of bankruptcy.
- (e) All information *you* have given *us* is true and

complete. It is not misleading by omission or otherwise.

## 10. VARIATIONS TO YOUR LOAN CONTRACT

Apart from the *annual percentage rate* (which is fixed for the *loan term*), the amount of the Establishment Fee and the amount of the Early Termination Fee, we may, to the extent permitted by law, vary any of the terms or conditions of *your HSBC Personal Loan Contract*.

We will notify *you* of changes to *your HSBC Personal Loan Contract* as follows:

- (a) any change in the amount or frequency of payment of credit fees or charges, or the introduction of a new credit fee or charge - we will notify *you* in writing or advertise the change and give *you* at least 30 calendar days prior notice;
- (b) any change to the method by which interest is calculated or the frequency with which it is debited to *your loan account* - we will notify *you* in writing of the change and give *you* at least 30 calendar days prior notice; and
- (c) any other change to *your HSBC Personal Loan Contract*:
  - if the *National Credit Code* applies to *your HSBC Personal Loan Contract* – we will notify *you* in writing of the change and give *you* at least 20 calendar days prior notice; or
  - if the *National Credit Code* does not apply to *your HSBC Personal Loan Contract* – we will notify in writing or by advertising the change no later than the day on which the change takes effect;

However, where the change reduces *your* obligations or extends the time for payment, we will only give *you* details of the change before or when we send *you* the

next statement of account after the change takes effect unless any applicable law or code of conduct requires *us* to do something different.

If any government introduces or changes a fee or charge which affects *your HSBC Personal Loan Contract* but does not publicise the change, *we* will either advertise the change to *you* or write to *you*.

Any advertisements of changes will appear in *The Australian Financial Review* or another national newspaper. If *we* advertise a variation, *we* will give *you* the details when *we* send *you* the next statement of account.

## 11. CODE OF BANKING PRACTICE

Where this contract requires *us* to, *we* will comply with each relevant provision of the Code of Banking Practice whenever *you* deal with *us*.

*You* can obtain a copy of the Code of Banking Practice in person at any of the Bank's branches, by visiting *our* website ([www.hsbc.com.au](http://www.hsbc.com.au)) or by asking for a copy over the telephone.

General descriptive information about *our* banking services in so far as they are applicable to this *HSBC Personal Loan Contract* including information about the following:

- (a) *our* account opening procedures;
- (b) *our* obligations regarding the confidentiality of *your* information;
- (c) complaint handling procedures;
- (d) general descriptive information regarding bank cheques;
- (e) a recommendation that *you* inform us promptly if *you* are in financial difficulty;
- (f) a recommendation that *you* read the applicable terms and conditions (which in relation to *your* loan means *you* should carefully read this *HSBC Personal*

is set out in Schedule 1 of this document.

## 12. YOUR CONFIDENTIAL AND PERSONAL INFORMATION

In order for *us* to provide or to consider providing banking and/or financial services to *you* (including an account) and/or to enter into any transactions with *you* or for or on *your* behalf, *we* are required to, and will collect and hold information about *you*, including credit information and confidential information ("*customer information*").

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 without limitation:

- (a) any member of the *HSBC group* or third parties;
- (b) for purposes such as (but not limited to) the processing of data by *us*;
- (c) the storing of *customer information* within *group's* systems (where such systems may be located offshore and owned by another *group* entity);
- (d) facilitating any transactions entered into between *you* and *us* and/or any transactions entered into or performed by *us* at *your* or any *authorised signatory's* request and for or on *your* any *authorised signatory's* behalf;
- (e) in order to provide banking and financial services to *you* or *your authorised signatory* on *your* behalf;
- (f) engaging someone else (a Service Provider) or an organisation to do something on *our* behalf such as a mailing house or lawyer;
- (g) and compliance by *us*, or a member of the *group*, 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*.

Whether it is used, stored or processed in Australia or elsewhere in the world, the *customer information* will be protected by strict confidentiality and security, which all members of the *group*, their staff and any third parties are subject to and will only be used in accordance with *our* instructions unless otherwise required or allowed:

- (a) by law or any governmental or regulatory agency or authority; or
- (b) for the purpose of preventing or detecting fraud.

When *you* apply for *your* loan or open *your* account with *us* you must provide *us* with accurate and complete information to enable *us* to provide *you* with products and services which are best suited to *your* needs. The privacy of *your personal information* is important to *us*.

As permitted by law, *we* may collect and disclose *your customer information* as follows:

- (a) *personal information* collected about *you* will be used for the primary purpose of *our* dealings with and provision of banking and financial services to *you* and/or any *authorised signatory*;
- (b) collection of some of the information about *you* may be a requirement under laws or regulations;
- (c) *we* may also give *your* information to such parties and for such purposes such as those stated above;
- (d) to any payment system operators and participants in payment systems;
- (e) Australia Post, if *you* use Bank@Post® service or *you* or any *authorised signatory* undertake the identification check at a post office;
- (f) to brokers and others, such as a financial planner, financial adviser or accountant if these people refer *your* business to *us*;
- (g) any person acting on *your* behalf which may include but

is not limited to financial advisers, solicitor, accountant, trustees, guardians, executors or any attorney;

- (h) other financial institutions if *you* seek credit from them or to facilitate *your* transactions with another financial institution such as *ATMs*, internet banking and *BPAY*<sup>®</sup>;
- (i) *we* can disclose *your* information as required by law such as under court orders, taxation or social security laws or statutory notices; or
- (j) *we* may provide *your* information to others where *you* have otherwise consented to the disclosure of that information.

*You* and any *authorised signatory* can access *your* or their *customer information* at any time by contacting *us*. A fee may apply. *We* will comply with such requests unless *we* are required to refuse to do so under any applicable laws or regulations.

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](http://www.hsbc.com.au) or upon request.

### **13. ANTI MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING, SANCTIONS ETC**

You acknowledge and agree that:

- a) *we* and other members of the HSBC Group are required to comply with Australian and global anti-money laundering and counter-terrorism financing laws, sanctions implementation laws and the, regulations, requests, directives and policies of Australian and overseas regulators as well as our Group policies associated with enforcing these laws. *We* must also comply with financial and suspicious matter reporting requirements under these laws that:

- i) may prohibit us from entering or concluding transactions involving certain persons entities or services; or
- ii) may require us to report transactions of a certain amount or of a suspicious nature, or a suspicious matter to a local or overseas regulatory authority.

Transactions impacted include those that may:

- iii) involve the provision of finance to any person or entity involved or suspected of involvement in terrorism, money laundering or any terrorist or money laundering act; or
  - iv) be relevant to investigation of an actual or attempted evasion of a taxation law, investigation of or prosecution of a person for a money laundering or terrorist financing offence or an offence against a law of the Commonwealth or a Territory, or the enforcement of the Proceeds of Crimes Act 2002 (Commonwealth) or its State or Territory equivalent;
  - v) involve persons or entities which may be the subject of sanctions.
- b) we, and other members of the HSBC Group, may intercept and investigate any payment messages and other information or communications sent to or by you or on your behalf 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 HSBC Group will be liable for any 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 HSBC 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 section headed "Anti-Money

Laundering, terrorist financing, sanctions etc.”

## 14. BANKING ELECTRONICALLY AND INTERNET BANKING SERVICE

For the purpose of this clause, the following definitions apply:

**credit cards online** means the online service *HSBC* provides to allow *you* to view statements, check balances and change personal details in relation to the *loan 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 a *loan account*.

**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*).

You may access your *loan account* through our *phone banking service* or *internet banking service* by:

- (a) viewing and obtaining current balance of your *loan account*;
- (b) applying for new *HSBC Personal Deposit Accounts* and *HSBC Credit Cards*;
- (c) sending *electronic communications* to *HSBC* and receiving *electronic communications* from *HSBC*;

- (d) requesting an electronic fund transfer to be effected from *your loan account* (however, electronic fund transfer can only be effected from *your loan account* on drawdown of *your loan* to another account held in Australia and in Australian Dollars); or
- (e) providing us with facsimile instructions so far as is permissible by law and the *e-Payments Code*.

If *you* have been authorised by *us*, *you* may access *your loan account* by using *credit cards online* through the *internet banking service* to:

- (a) view and obtain the balance of *your loan account*;
- (b) apply for new HSBC Personal Deposit Accounts, HSBC Credit Cards and other *HSBC* products as approved by *us* from time to time;
- (c) request changes to *your* direct debit details for *your loan account*; or
- (d) change *your* personal details (including email address, telephone numbers and mailing address) held by *HSBC* for *your loan account*.

Your use of the service for banking electronically is governed by Schedule 2 of this document. If there is any inconsistency with the terms of the Schedule 2 and the e-Payments Code, the e-Payments Code will prevail.

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.

## 15. APPLICABLE LAW

Where this HSBC Personal Loan Contract is unsecured, then this contract is governed by the law in force in the place where you reside in Australia. If you reside in different states or territories in Australia or you do not reside in Australia it is governed by the law in force in the Australian state or territory under which we first provide credit under this HSBC Personal Loan Contract. You and we submit to the non-exclusive jurisdictions of the courts of that place.

Where this HSBC Personal Loan Contract is secured by a security which is required to be registered with a government authority in an Australian State or Territory, then this contract is governed by the law of the state or territory in which the security is or to be registered. You and we submit to the non-exclusive jurisdiction of the courts of that place. The *National Credit Code* of a different state or territory may still apply.

## 16. GENERAL

### **No deduction**

To the maximum extent allowed by law, *you* give up any right to set off any amounts *we* owe *you* (for example, credit balances in *your* accounts) against amounts *you* owe under this loan contract or any *security*.

### **Assignment**

*We* may assign or otherwise deal with *our* rights under this *HSBC Personal Loan Contract* in any way *we* consider appropriate. *You* agree that *we* may disclose any information or documents *we* consider desirable to help *us* exercise this right. *You* also agree that *we* may disclose information or documents at any time to a person to whom *we* assign *our* rights under this *HSBC Personal Loan Contract*.

### **Application of money – our common law right to**

## **combine accounts**

If any money owing by *you* under this *HSBC Personal Loan Contract* is due and payable immediately, *we* may rely on *our* common law right to combine any money *you* have on deposit with *us* for payment of that amount.

*We* need not do so. If *we* do so, the balance of the account will be reduced by the amount used for this purpose.

## **Notices and certificates**

*We* may give *you* a certificate about a matter or an amount payable in connection with this *HSBC Personal Loan Contract*. The certificate is sufficient evidence of the matter or amount unless it is proved to be inaccurate.

*We* are not required by law to give *you* regular periodic statements for *your loan account*. *We* may provide account statements relating to *your loan account* at intervals *we* determine. *We* will also provide account statements if *you* request *us* to. *You* can request a statement of account over the telephone or by writing to *us*. *You* may be charged a fee for this service.

Unless otherwise stated in this *HSBC Personal Loan Contract*, if *we* need to give *you* notice about this *HSBC Personal Loan Contract* *we* can do so by:

- delivering it to *you* personally;
- email;
- leaving it at or sending it by post or facsimile to *your* residential or postal address last known to *us*;
- delivery of a lettergram; or
- in any other way *you* agree from time to time.

## **Change of address**

*You* must tell *us* within 14 days if *your* residential or postal address changes.

## **Change of circumstances**

*You* must tell *us* immediately if there is a change to *your* circumstances which has an adverse effect on *your*

ability to comply with this *HSBC Personal Loan Contract*.

### **If you need to send us a notice**

If you need to give us a notice then you can do so by leaving it at or sending it by post, or facsimile to:

- our registered office (stated on the first page of the *Details*) and marked to the attention of the Company Secretary; or
- any other place that we notify you of in writing.

### **Date of contract**

This *HSBC Personal Loan Contract* takes effect on the date that you accept our offer to lend.

### **National Credit Code**

The rest of this clause applies to the extent that the *National Credit Code* applies to this *HSBC Personal Loan Contract*.

If:

- (a) that Code would otherwise make a provision of this *HSBC Personal Loan Contract* illegal, void or unenforceable; or
- (b) a provision of this *HSBC Personal Loan Contract* would otherwise contravene a requirement of that Code or impose an obligation or liability which is prohibited by that Code,

then the *HSBC Personal Loan Contract* is to be read as if that provision were varied to the extent necessary to comply with that Code or, if necessary, omitted.

## **17. INTERPRETATION**

- (a) Mentioning something after “include”, “includes”, “included” or “including” does not limit what appeared before. “Examples” do not limit what else may be included.
- (b) A reference to the *Letter*, contract (or any part



thereof) or another instrument or document includes any variation, supplement, novation or replacement of any of them.

- (c) A reference to a law includes a law that amends or replaces it, and regulations and other enactments under it.
- (d) The singular includes the plural and vice versa.
- (e) A reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it.

## 18. MEANING OF WORDS

Unless otherwise indicated in this booklet, (including Schedules 1 and 2) and the *Letter*, the following interpretive definitions will apply:

**\$** means the lawful currency of the *Commonwealth* of Australia.

**annual percentage rate** is the interest rate disclosed at item 2 of the *financial table* in the *Letter*.

**ATM** means an automatic teller machine.

**authorised signatory** means a person who *you* have authorised *us* to accept instructions from in respect of *your loan account*.

**balance owing on your account** means, at any time, the difference between all amounts credited and all amounts debited to *your loan account* under this *HSBC Personal Loan Contract* 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.

**Bank@Post™** means Australia Post's banking service.

**business day** means a day other than a Saturday or Sunday, public holiday or bank holiday in any Australian state or territory.

**Commonwealth** means the Commonwealth of Australia.

**customer information** has the meaning given in clause 12.

**direct debit** means a method of making repayments where *you* authorise *us* to debit them from an account with *HSBC* or another financial institution (for example, a bank or building society).

**e-Payments Code** means the e-Payments Code.

**disclosure date** is stated in the *Letter*. It is the date we make *our* offer to *you*.

**HSBC Personal Loan Contract** is the *Letter* you sign and this HSBC Personal Loan Contract Standard Terms and Conditions.

**financial table** means the Financial Table contained in *your Letter*.

**facsimile instructions** means instructions or directions relating to the operation of *your loan account* and which *you* provide to *us* by way of telefax machine.

**group** means *HSBC* and all *related bodies corporate*.

**insurance financed by this loan** means the insurance details and commission disclosed at item 7 of the *financial table*.

**lending date** means the day we first debit any part of the *loan amount* to *your loan account*.

**Letter** means the separate Letter of Offer for Unsecured Fixed Rate Personal Loan applicable to *your HSBC Personal Loan Contract*.

**loan account** means an account we establish in *your* name for recording all transactions in connection with this *HSBC Personal Loan Contract*.

**loan amount** is the amount disclosed at item 1 of the *financial table* and it must be fully drawn on settlement.

**loan term** means the number of months stated in the *financial table* under "Repayments" at item 4 starting from (and including) the *lending date*.

**National Credit Code** means the National Credit Code as set out in the National Consumer Credit Protection Act 2009 (Cth).

**person** includes an individual, a firm, a body corporate, an unincorporated association and includes their associates together with their assigns.

**personal information** has the same meaning as is given in the *Privacy Act*.

**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.

**Privacy Act** means the Privacy Act 1988 (*Commonwealth*) and the National Privacy Principles under that Act.

**related bodies corporate** has the same meaning as defined within the Corporations Act 2001 (*Commonwealth*)

**repayment amounts** means the monthly repayment amounts disclosed at item 4 under "Repayments" in the *financial table*.

**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 even *you* require assistance with the maintenance of *your account*.

**total amount of interest charges payable under the contract** means the amount stated in item 3 of the *Letter*.

**total amount owing** means, at any time, the *balance owing on your account* at that time, plus all accrued interest charges, default interest charges (if any), fees and charges and other amounts which *you* must pay under this *HSBC Personal Loan Contract* but which have not been debited to *your loan account* at that time.

**we/us/our/ourselves/HSBC** means HSBC Bank Australia Limited, ABN 48 006 434 162 Australian Credit Licence 232595 and its successors and assigns.

**you/your/yourself** means the *person* or *persons* named as "Borrower" in the *Letter*. If there are more than one,

*you* means each of them separately and every two or more of them jointly. *You* includes *your* successors and assigns. Any other grammatical forms of the word “you” has a corresponding meaning.

## SCHEDULE 1

### 1. Purpose of this Schedule

This Schedule lists some matters or provisions which may be relevant to you as a customer or potential customer who chooses our HSBC Personal Loan as a banking service.

If you would like us to explain anything in this Schedule please contact us at:

Telephone      1300 308 880  
Fax:              02 9006 5777  
Web:              [www.hsbc.com.au](http://www.hsbc.com.au)

If you are at all unsure about your rights or obligations as a customer of the Bank, we encourage you to seek your own legal advice.

### 2. Code of Banking Practice

*HSBC* has adopted the Code of Banking Practice. This Schedule contains the general descriptive information we are required to make available to customers and potential customers under the Code of Banking Practice.

*HSBC* offers to its customers some products and services supplied by other entities. For example:

- home and contents insurance;
- deposit bonds;
- *HSBC Premier* Global Services.

The Code of Banking Practice applies only to *HSBC's* distribution of these products and services (for example the way they are advertised by *HSBC*). It does not apply to the products and services themselves. This means

that the provisions of the Code of Banking Practice dealing with things like content of terms and conditions, delivery of statements and variation of terms and conditions will not apply.

### **3. Account opening procedures**

To open an account with *HSBC* you will usually need to complete documentation including an application form.

To open an account we will need information about you. As well as the usual details such as full name, address and other contact details you need to tell us:

- whether the account will be held in trust; and
- whether any account holder or proposed signatory is known by any other name (for example a maiden name).

The other information we need will depend on whether the account is personal or a business account. For a personal account we need additional information including date of birth, occupation and employer's name. For a business account we need additional information about the business.

If the account is a loan or other credit account we will usually also need additional information such as income details and information about your assets, liabilities and outgoings.

#### **3.1 Identification**

You will be required to provide proof of identity at the time of opening your account. This is to satisfy the requirements of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* ("AML/CTF Act") as well as other Australian and overseas laws. Proof of identity is also required for anyone you want to appoint as a signatory on your account. You and your authorised signatories can meet these requirements by:

- Visiting one of our branches to provide us with your identity documents. You will need to provide to us original documents which will verify you. Your

documents must verify *your* full name, date of birth, *your* residential address and nationality (if not Australian). If the primary document *you* provided cannot verify all the items, a secondary document must be used to verify the missing items.

Please contact *us* if *you* need to know what documents are acceptable.

- by completing *our* "Customer Identification - Authorised Referee" form if *you* are unable to visit a branch *you* will need to locate an acceptable Referee to complete the form (this form of identification is not accepted by *us* for all account holders and signatories – if *you* want to use this method of identification please check with *us* first).

If *you* have already identified *yourself* with *HSBC* on a previous occasion, *you* will need to advise the name of the branch where identification was presented as well as giving details of *your* account number. *HSBC* may ask for additional identification documents, or information in some instances.

### **3.2 Anti-Money Laundering & Counter-Terrorism Financing obligations**

- a) *HSBC*, like other financial institutions, is required to comply with Australian anti-money laundering and counter-terrorism financing laws, sanctions implementation laws, and the regulations, requests, directives and policies of Australian and overseas regulators as well as our Group policies associated with enforcing these laws. *HSBC* must comply with financial and suspicious matter reporting requirements under these laws that:
  - i) may prohibit us from entering or conducting transactions involving certain persons, entities or services; or
  - ii) may require us to report transactions of a certain amount or of a suspicious nature, or a suspicious matter to a local or overseas regulatory authority;

Transactions impacted include those that may:

- iii) involve the provision of finance to any person or entity involved or suspected of involvement in terrorism, money laundering or any terrorist or money laundering act; or
  - iv) be relevant to the investigation of an actual or attempted evasion of a taxation law, investigation of or prosecution of a person for a money laundering or terrorist financing offence or an offence against the Commonwealth, State or a Territory, or the enforcement of the Proceeds of Crime Act 2002 (Commonwealth) or its State or Territory equivalent;
  - v) involve persons, or entities or services which may be the subject of sanctions.
- b) we, and other members of the *HSBC Group*, may intercept and investigate any payment messages, information or communications sent to or by you or on your behalf via our systems and may delay, block or refuse to do any transaction. Transaction screening may cause delay in processing certain information; and
- c) neither *HSBC* or any other member of the *HSBC Group* will be liable for any 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 *HSBC* or any member of the *HSBC Group*, in performing any of its duties or other obligations, caused in whole or in part by any steps taken as set out under the sections headed "Identification" and "Anti-Money Laundering and Counter-Terrorism Financing obligations".

To help improve our services, and in the interests of security, we may monitor and/or record any telephone calls between *HSBC* and *you* or any *authorised signatory*. Any recording may be used as evidence.

## **4. Joint Accounts**

### **4.1 What having a joint account means**

If *you* have a joint account with one or more other people:

- any credit (positive) balance in the account is held jointly by all the account holders – this means each of the holders separately, and all of them together, have the right to the available funds in the account; and
- all the holders together, and each of them separately, is liable to repay any debit (negative) balance in the account – this means *HSBC* can claim the whole amount payable from any of them, unless the contract with *HSBC* or any applicable law or the terms of the Code of Banking Practice say otherwise.

### **4.2 Signing authority**

It will be up to you solely to sign to operate the account.

### **4.3 What happens if one account holder becomes bankrupt or dies**

If you become bankrupt, your estate will be liable to the same extent as you were.

Upon your death we shall treat any amount owing on the account as a debt due from your estate and any positive balance in the account as held by your estate. We shall be entitled to take instructions in relation to such account from the executor(s) of the estate.

## **5. Read the terms and conditions**

It is advisable that *you* read all the terms and conditions applying to a banking service *you* intend to obtain before *you* enter into the relevant contract with *us*.

## **6. If you get into financial difficulty**

It is advisable that *you* inform *us* promptly when *you* are in financial difficulty.

## **7. Your confidential and personal information**



This clause operates in addition to the privacy consent and declaration *you* gave when you applied for a product or service with *us*. In this clause:

- *Personal Information* means information or an opinion about *you*.
- *Credit information* means 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: information that may identify *you* such as *your* name, address and date of birth; the name of the credit provider providing such credit; credit limit amounts; repayment information and whether or not *your* repayments are made on time; information about defaults under a credit contract; payments relating to such defaults; payments made under a variation to a defaulted loan or a new contract entered into as a result of *your* default; 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 certain credit information.
- *Our Website* means [www.hsbc.com.au](http://www.hsbc.com.au)
- *Credit Reporting Body* means either of the below organisations or any other credit reporting body that HSBC may enter into contractual arrangements from time to time:

| <b>Dun &amp; Bradstreet</b>   | <b>Experian</b>  | <b>Veda</b>   |
|---|--|---|
| PO BOX 7083<br>Sydney NSW 2001<br>Tel: 13 23 33 or<br>+61 3 9828 3333<br><a href="http://www.dnb.com.au">www.dnb.com.au</a> | GPO Box 1969<br>North Sydney<br>NSW 2059<br>Tel: +61 3 8699 0100<br><a href="http://www.experian.com.au">www.experian.com.au</a> | PO Box 964<br>North Sydney<br>NSW 2059<br>Tel: 1300 762 207<br><a href="http://www.veda.com.au">www.veda.com.au</a> |

In order for *us* to provide or to consider providing *you* products or services to *you* (including an *account*) and/ or to enter into any transactions with *you* for or on *your*

behalf, we are required to, and will collect and hold information about *you*, including credit information and Personal Information (“customer information”). We are also required to collect and verify information that may identify *you* under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) before we provide or consider providing *you* with a product or service, as well as update such details from time to time.

Subject to law all *customer information* will (whether within or outside of Australia) be used, stored, disclosed, transferred, obtained, or exchanged with all such persons as we may consider necessary in order to provide *you* with products and services and to comply with our legal obligations, including any member of the HSBC Group in Australia or overseas or third parties, such as: *our* service providers (and their contractors); *your* advisers; joint borrowers, guarantors, or additional signatories; any person through whom *you* applied for a product or service; payments systems operators, BPAY; Australia Post if you use Bank@Post; for purposes including the processing of data and transactions by *us* and to facilitate the storing of customer information within an HSBC Group member’s systems (where those systems may be located outside Australia and owned or licensed to another HSBC Group member); to facilitate transactions entered into between *you* and *us*, or performed by *us* at *your* or any additional signatory’s request and for or on *your* or any additional signatory’s behalf; and to aid in *our* or an HSBC Group member’s compliance with anti-money laundering and counter-terrorism financing laws, in Australia or any other country or with disclosure requirements under any law binding on *us*.

Being a global organisation, the HSBC Group leverages its global synergies in providing products, or services to *you*. Whether it is used, stored or processed in Australia or elsewhere, the customer information will be protected by strict confidentiality and security, of which all HSBC Group members, their staff and any third party service providers, agents, or contractors are subject and will only be used in accordance with *our* instructions

unless otherwise required or allowed by law or any governmental agency or regulatory agency or authority or for the purpose of preventing or detecting fraud or other violations or suspected violations of the law.

As such, HSBC may disclose *your customer information* to members of the HSBC Group located overseas in countries where we operate. A list of these countries can be found on *Our Website* and may be updated from time to time. If *you* apply for, or we provide *you* with, a product or service, *you* consent to the disclosure of *your customer information* to *our* offshore HSBC Group entities. Such HSBC Group entities will manage *your customer information* in accordance with the above confidentiality and security requirements and for this reason we will not have to take such steps as are reasonable in the circumstances to ensure that HSBC Group entities comply with the Australian Privacy Principles.

*You* or any additional signatory can access the information we hold about *you* or 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.

To find out more about *our* handling of *Personal Information* please refer to *our* Privacy Policy which is available on *Our Website*, in branch or on request to the Privacy Officer, HSBC Bank Australia Limited, GPO Box 5302, Sydney, NSW, 2001. *Our* Privacy Policy contains information on how *you* may access and correct *your customer information* and how *you* can make a complaint in relation to *your Personal Information*.

In addition to the above and subject to law, *you* authorise HSBC and any other 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 credit 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, additional signatories and guarantors;
- HSBC Group members in other countries who may be providing services to HSBC so to facilitate the provision of services to *you*; and
- where *we* decide to sell or merge any aspect of *our* business, any person considering purchasing or who purchases, funds or manages that business or an interest in *your* credit card account or their advisers.

HSBC may also conduct periodic reviews of *your* credit arrangements after HSBC has provided credit to *you*. To do this, HSBC will give *your* credit information to, and obtain a credit report from, a credit reporting body. *You* authorise HSBC, and any other licensed credit provider, to obtain a consumer credit report, together with any other reports as to *your* credit worthiness, for this purpose.

*You* can request these credit reporting bodies to not use information they hold about *you* for pre-screening of direct marketing by credit providers. *You* can also 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.

If *you* fail to meet *your* repayment obligations 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.

Subject to legal requirements, *you* have the right to access credit information *we* hold about *you* and request *us* to correct any incorrect information about *you*. *You* also have a right to make a complaint to *us*. To find out more about *our* handling of credit information and the corrections and complaints process for credit information, please refer to *our* Credit Information Handling Policy which is available on *Our Website*, in branch or on request to the Privacy Officer, HSBC Bank Australia Limited, GPO Box 5302, Sydney, NSW, 2001.

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.

## SCHEDULE 2

### **Banking Electronically**

About this Schedule

This Schedule sets out the terms applying to each of the following HSBC services when it is used to access your HSBC Personal Loan account, including:

- *Phone banking service*
- *Facsimile instructions*
- Telegraphic transfer

Access using *phone banking service* to your HSBC Personal Loan account is limited by these terms to viewing of *your* account or obtaining information about current balance of *your* account.

The *terms* contained in this Schedule 2 operate in conjunction with the terms and conditions applicable to *your loan accounts* you access using the Service. If there is an inconsistency, these *terms* prevail in respect of *EFT transactions* (as defined).

Other terms and conditions may apply by operation of a relevant statute or the Code of Banking Practice.

Please read these *terms* contained in this Schedule 2 before using *a service*.

If *you* do not understand any part of this Schedule 2, or if *you* have any questions, please speak with a staff member at any *HSBC* branch or call *HSBC's* Customer Service line on 1300 308 008.

**Customer Service and Enquiries** 1300 308 008

**Lost or Stolen PINs or Suspected Unauthorised Transactions** 1300 308 008

## **1. General Terms and Conditions**

### **1.1 Defined terms**

The following definitions have the following meaning in this Schedule 2. They operate in addition to the definitions in clause 18 of the Fixed Rate Card/Personal Loan Standard Terms and Conditions but, to the extent of any inconsistency, the following definitions prevail for the purposes of this Schedule 2:

**access method** means a method that we make available to *users* of a *service* and accept as authority to act on an instruction given through an *electronic equipment*. A reference to an *access method* includes a reference to each of its individual components and includes, but is not limited to an *identifier* and a *PIN* 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, your loan account. If there is more than one *account* holder and/or more than one *authorised signatory* to the *account*, each *account* holder and each signatory must be authorised to operate the *account* alone.

**EFT transaction** means an electronic funds transfer from or to an *account* initiated by a *user* through *electronic equipment* using an *access method* to conduct an *EFT transaction*.

**electronic communication** means a message *HSBC* transmits to a *user* and the *user* receives from *HSBC* 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, telephone, television and an *EFT Terminal*.

**identifier** means information which must be provided to access *your EFT accounts* using *electronic equipment* and which is not required to be kept secret. An *identifier* includes, but is not limited to, the *PBN* and *account* number.

**instruction** means any request or instruction to *HSBC* which is effected through a *service* by use of an *access method*.

**PBN** means the ten digit Personal Banking Number supplied to a *user* and by which *HSBC* identifies a *user* for the purposes of using a *service*.

**PIN** means the Personal Identification Number supplied to a *user* by *HSBC* for accessing the *service*. When a *user* uses the *PIN* for the first time the *user* will be required to change the *PIN* and select a new *PIN*.

**service** means in this Schedule 2 *HSBC's phone banking service*.

**terms** means, in this Schedule 2, these terms and conditions contained in this Schedule 2, as amended from time to time.

**unauthorised** means without the knowledge or consent of a *user*.

**user** means *you* and any other person authorised by *you* and *HSBC* to use the *service* to access and operate an account alone.

## **1.2 E-Payments Code**

*HSBC* warrants that it will comply with the requirements of the *E-Payments Code*, where those requirements apply to *your* dealings with it.

## **1.3 Acceptance**

The first use of an *access method* by a *user* after receiving these *terms* contained in this Schedule 2 will constitute *your* agreement to these *terms* in respect of the *service*. These *terms* also apply to any *access method* replaced or re-issued by *HSBC*.

## **1.4 Records and statements**

*HSBC* will provide a statement of *your account* at least every 6 months (this does not apply to this *HSBC Personal Loan Contract* as it is a fixed interest rate contract). *You* may request more frequent *account* statements and *you* may also request an *account* statement at any time. *HSBC* may charge a fee for issuing a replacement or duplicate statement of *account*, as advised in its booklet "*Personal financial services charges – your guide*."

*You* should carefully check *account* records and statements when *you* receive them. If *you* believe that there has been a mistake in any transaction using the *service* or an *unauthorised EFT transaction*, *you* must notify *HSBC* immediately by calling 1300 308 008. *HSBC's* records, unless proven to be wrong, will be evidence of *your* dealings with *HSBC* in connection with the *service*.

## **1.5 Additional Users**

If *HSBC* agrees, *you* may authorise another person to access and operate *your accounts* using the *service*.

If requested by *you*, *HSBC* will provide *users* with an *access method* to access *your accounts*. A *user's* access to *your accounts* using the *service* is governed by the relevant provisions of these *terms*. *HSBC* suggests *you*



provide all *users* with a copy of these *terms*. You must ensure that each *user* protects their *access method* in the same way these *terms* require you to protect your *access method*.

You will be liable for all transactions carried out on your *accounts* by any person authorised by you. Your cancellation of a *user's* authority will not be effective until your notification of the cancellation is received by HSBC.

## **1.6 Termination**

You may stop your use of any *service* at any time by giving written notice to HSBC. HSBC may terminate any *service* at any time by giving you a written notice. HSBC may suspend or cancel an *access method* at any time without notice if it believes the *access method* is being misused, there is a concern as to the security of the *access method* or there is non-compliance with these *terms*.

When an *access method* has been cancelled by you or HSBC, *users* must not attempt to use the cancelled *access method* again.

## **1.7 Electronic communications**

HSBC may ask you to agree that HSBC may satisfy any requirements under these Banking Electronically Terms and e-Payments Code to provide *users* with information by:

- *electronic communication* to an electronic address nominated by the *user*, or
- making the information available at our website [www.hsbc.com.au](http://www.hsbc.com.au) for retrieval by a *user* (after notifying the *user* by *electronic communication* to an electronic address nominated by the *user* that the information is available for retrieval and the nature of the information and providing the *user* with the ability to retrieve the information by *electronic communication*).

If you agree:

- the *user* will not receive paper copies of the relevant information;

- the *user* will need to regularly check to see if he or she has received any *electronic communication* from us;
- the *user* will need to maintain and check his or her electronic address regularly to ensure it is always capable of receiving an *electronic communication*; and
- the *user* will be responsible for printing or saving important information – and we strongly recommend that *users* do so.

You may at any time by notice to HSBC terminate your agreement to receive information by *electronic communication*.

## **1.8 Facsimile Instructions and Indemnity**

If you provide us with *facsimile instructions* you agree, so far as it is permissible by law and the *EFT Code*:

- a) that all risks of unauthorised instructions or fraud lie with you and are not borne by *HSBC*.
- b) that 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 that a third party may suffer or incur (whether directly or indirectly and whether foreseeable or not) as a result of, or in connection with:
  - *HSBC* acting upon any instructions sent by facsimile purporting to be from you or persons authorised by you from time to time;
  - us not acting upon any instructions sent by facsimile purporting to be from you; or
  - persons authorised by you from time to time where *HSBC* (in *HSBC*'s subjective determination) consider or suspect that such instructions may have been fraudulently communicated to *HSBC*, mistakenly or without authority or contain material omissions or

errors.

Nothing in these paragraphs shall be construed as requiring *HSBC* to make enquiries as to the genuineness or validity of an instruction (the "*facsimile instructions indemnity*").

- c) The *facsimile instructions indemnity* contained in clause (b) above is subject to *HSBC* acting upon instructions from persons purporting to be *you* or persons authorised by *you* from time to time by notice to *HSBC*. For the purposes of this paragraph a person shall be deemed a person authorised by *you* if *you* have held out that person to *HSBC* as a person authorised by *you* and have not notified *HSBC* in writing that such person has ceased to be authorised.
- d) If there is any inconsistency with the terms of this *facsimile instructions indemnity* and the *EFT Code* and/or any of the other terms and conditions contained within these *terms*, the *EFT Code* will prevail.

## **1.9 Telegraphic Transfers**

Where *you* request an outward Telegraphic Transfer (TT) to be effected from an *account*, *you* acknowledge and agree that the following applies:

In the absence of any specified instructions to the contrary, *HSBC* may either effect a TT in the currency of the country in which payment is to be made or at *HSBC*'s sole discretion, choose not to effect the TT until further instructions are obtained from the *user* in which case, *HSBC* will not be responsible for any loss or delays which *you* may suffer.

Unless *you* provide instructions to the contrary, all charges incurred outside Australia are for the *account* of the beneficiary.

*HSBC* reserves the right to draw any TT on a different place from that specified by *you* if operational circumstances so require.

Payment requests delivered to *HSBC* (in any form including electronically or otherwise), are subject to cut off times. These cut off times vary depending on the geographical location of the destination and are subject to change from time to time. A list of cut off times is available from *HSBC* on request.

Any requests received by *HSBC* within the cut off time for the relevant currency, will be processed on the requested value date. However, while *HSBC* will remit *your* funds on value date, *HSBC* cannot confirm the actions of the receiving bank nor guarantee that the funds will be received by the beneficiary on the same day. Funds sent by TT will usually be received by the beneficiary bank within 48 hours from the time the TT is processed. *HSBC* will not be liable for any delays in processing by the beneficiary bank.

Any requests received by *HSBC* after the cut off times for the relevant currency, will not be processed on the same day.

Where *HSBC* are unable to provide a firm exchange rate quotation at the time of the *user's* request for a TT, *HSBC* will provide *you* with a provisional exchange rate. However, *HSBC* will effect a TT on the basis of *our* actual selling rate for the relevant currency against the AUD (or another currency in which the *user's* account is denominated where applicable) at the time of processing the TT. The applicable amount will be debited *from your account* at the time the TT is processed. TTs are dispatched entirely at *your* own risk.

*HSBC* is at liberty to send any TT either literally or in cipher and *we* accept no responsibility for any loss, delay, error, omission or mutilation, which may occur in the transmission of any message or for its misinterpretation when received. *You* may only cancel or amend a TT if *HSBC* agrees in *our* absolute discretion.

In effecting a TT from an *account*, *HSBC* may be required by law or other rules, policies or guidelines by which *HSBC* is bound, to disclose certain information which *HSBC* holds about the *user* to the beneficiary and/or the

beneficiary's bank or intermediary service providers in the course of effecting the payment, and by requesting *us* to perform the TT, *you* consent to *HSBC's* disclosure of *your* information.

Where *you* receive an inward payment into *your account* by way of TT and that payment is made in a foreign currency, *HSBC* will convert that payment into AUD unless *your account* is denominated in that currency.

Fees and charges are payable in respect to *your* receipt of an inward or request for payment of an outward TT. These are set out in *HSBC's* separate document "*Personal financial services charges - your guide*".

## **1.10 Contact**

*You* can contact *HSBC* by:

- telephoning its Customer Service line on 1300 308 008; or
- writing to it at GPO Box 5302, Sydney NSW 2001.

*HSBC* may write to *you* at the address currently recorded on its system, or in accordance with the section of these *terms* headed "*Electronic communications*".

## **2. Phone Banking Services Terms and Conditions**

### **2.1 About these Terms and Conditions**

This clause 2 (together with all other clauses) of these *terms* applies to all transactions involving the use of the *phone banking service* to access *your account*.

### **2.2 Use of the Service**

The *phone banking service* can be used to obtain the balance of any *account*, request statements be issued in relation to *any account*, and change the personal details (including email address, telephone and fax numbers, mailing address, date of birth, annual personal income, number of dependents, occupation and name of

employer) held by *HSBC* for any *account*.

## **2.3 Access to Phone Banking Service**

*You* agree that any person who supplies *HSBC* with *your* *PBN* or *account* number and *PIN*, or a *user's* *PBN* or *account* number and *PIN*, may be allowed access to the *phone banking service* to the *account*.

*You* agree that *HSBC* may delay acting upon an *instruction* or ask for more information before acting on an *instruction*.

*HSBC* may change a *user's* *PBN* or *PIN* at any time, by notifying the *user* in writing. *Users* may change their *PIN* at any time.

The security guidelines in this document provide examples only and will not determine *your* liability for any losses arising from unauthorised *EFT transactions*. Liability for unauthorised *EFT transactions* will be determined under the *EFT code* rather than these guidelines.

## **2.4 Recording Telephone Calls**

To help improve *our* services, and in the interest of security, *HSBC* may monitor and/or record any telephone calls between *us* and *you* or any *user*. Any recording may be used in evidence.

## **3. Security of Access Methods**

### **3.1 Protecting Access Methods**

*Users* must keep their *access methods* secure to prevent *unauthorised* use of *accounts*. *Users* must take care to ensure that *access methods* are not misused, lost or stolen and that the *PIN* does not become known to anyone else.

### **3.2 Guidelines**

These guidelines should be followed by *users* to ensure the security of an *access method*.

#### **To protect the Identifier**

- Do not tell or give the *identifier* to anyone.
- Take care to prevent anyone seeing the *identifier* when entering it at *Electronic Equipment*.

## To protect the PIN:

- Memorise the *PIN* when it is received and destroy *HSBC's* notification of the *PIN*.
- Do not tell or show the *PIN* to another person or allow it to be seen by another person (including family and friends).
- Do not keep a record of a *PIN* in a way in which it can be determined by another person.
- Do not record a *PIN* and *identifier* together.
- 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.
- *Users* should not select a *PIN* which represents their birth date as a numeric code, or an alphabetical code which is a recognisable part of their name, their telephone number or anything else that could be associated with them.
- Do not allow anyone to watch the *PIN* being entered at *Electronic Equipment*.
- Be ready to enter the *PIN* when at *Electronic Equipment*
- Notify *HSBC* immediately by telephoning 1300 308 008 at any time if a record of a *PIN* is lost or stolen or if a *user* suspects that someone else may know a *PIN*.

If a memory aid is required to recall the *PIN* such a record may be made provided the record is reasonably disguised.

Examples which we do not consider provide a reasonable disguise are:

- recording the *PIN* as a series of numbers with any of them marked, circled or highlighted to indicate the *PIN*;
- recording the *PIN* with surrounding information

which makes it stand out from its context;

- recording the *PIN* as a string of digits in isolation from other information unless the context provides adequate disguise;
- disguising the *PIN* by reversing the number sequence;
- describing the disguised record as a "*PIN* record" or similar;
- disguising the *PIN* using alphabetical characters or numbers eg A = 1, B = 2, C = 3, etc, or in any other easily understood code;
  - 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.
  - recording the *PIN* as a:
    - date of birth;
    - postcode; or
    - telephone number,

without additional features of disguise;

- storing the *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 also be unsuitable because of the ease of another person discerning the *PIN*.

#### **4. Reporting Loss, Theft or Unauthorised use or breach of PIN security etc**

*Users* must notify *HSBC* immediately if a *PIN* becomes known to someone else, or if a transaction is suspected to have been made on an *account* without a *user's* authority. *Users* should notify *HSBC* in Australia by calling its Customer Service line at any time on 1300 308 008. If overseas, *users* should report to any branch of a *group* member bank or call the relevant number below.

**In Hong Kong, Singapore or the UK**, dial the local international area code followed by 800 888 888 81

**In Indonesia**, dial 001 803 0612 035

**In Malaysia**, dial 1800 808 383

**In all other overseas countries**, dial +612 9005 8187

*HSBC* will then cancel the *access method*, and arrange for the *user* to select or be provided with a new one, as appropriate. *HSBC* will acknowledge the notification by giving the *user* a reference number that verifies the date and time *HSBC* was contacted. The number is proof that *HSBC* was advised according to these *terms* and should be kept for future reference.

If for any reason *HSBC's* hotline is unavailable and this prevents notification, *you* will not be liable for any *unauthorised* transaction which could have been prevented during this period if the hotline had been available, provided *HSBC* is notified within a reasonable time of the hotline becoming available again.

*You* agree that *HSBC* may disclose information about *you* or *your account* to the police or other third parties if it thinks it will help prevent or recover losses or if it is legally obliged to do so.

#### **5. Procedures for Handling Errors and Investigating and Resolving Complaints**

## 5.1 How to lodge a complaint

If *you* believe an *EFT Transaction* is wrong or *unauthorised*, or there is an error in an *account* statement, or if *you* have any concerns about a procedure, compliance issue, or have encountered a problem with *our* service, *we want you* to tell *us* about it. *We* have designed a simple customer complaint process.

If *you* are a customer and have a complaint or concern, make it known at *your* branch where the Branch Customer Service Manager should be able to resolve the problem; if not, the Branch Manager can undertake further investigation and action.

## 5.2 Customer Relations

If *your* complaint hasn't been resolved to *your* satisfaction, contact *our* Customer Relations Complaints team:

Toll Free: 1300 308 188

Facsimile: 02 9255 2647

Mail: Customer Relations Department  
HSBC Bank Australia Limited  
Level 36, Tower 1 - International Towers Sydney  
100 Barangaroo Avenue  
Sydney NSW 2000  
Australia

Or *you* can log onto *our* website, [www.hsbc.com.au](http://www.hsbc.com.au) and record *your* complaints or feedback via the "Contact Us" icon.

## 5.3 Results of HSBC's investigations

*HSBC* will try to resolve *your* query as soon as possible; however some problems are complicated and may take time to resolve.

If *HSBC* is unable to resolve *your* complaint immediately to *your* satisfaction, *HSBC* will advise *you* of the procedures for the further investigation and handling of *your* complaint and may ask *you* to provide further details. For example, if there is a dispute over who is liable for a loss resulting from an *unauthorised* transaction, *you* will be asked to complete and sign a form providing further information. *HSBC* will investigate *your* complaint and within 21 days of receiving *your*

complaint write to *you*, explaining the outcome of its investigation or that more time is needed to complete the investigation.

Unless there are exceptional circumstances, *HSBC* will complete its investigation within 45 days of receiving *your* complaint. If *HSBC* is unable to resolve *your* complaint within 45 days, *HSBC* will write to *you* and inform *you* of the reasons for the delay and provide *you* with monthly updates on the progress of its investigation and an indication of when *your* complaint is likely to be resolved, except where *HSBC* is awaiting a response from *you* and *you* have been advised that it requires such a response.

#### **5.4 Results of HSBC's investigation**

When *HSBC* completes its investigations of *your* complaint, it will notify *you* in writing of:

- the result;
- the reasons for its decision with reference to the relevant provisions of the *terms and EFT Code*; and
- any further action *you* can take in respect of *your* complaint.

If *your account* is found to have been incorrectly credited or debited, *HSBC* will adjust *your account* accordingly (including any interest and charges) and notify *you* in writing of the amount of the adjustment and, if the incorrect crediting relates to a discrepancy between the amount recorded by the *Electronic Equipment* or *access method* as having been deposited and the amount recorded by *us* as having been received, we will also notify *you* of the difference and the actual amount which has been credited to *your account*.

If *HSBC* finds that *you* are liable for all or part of the disputed transaction, it will supply *you* with copies of any document or other evidence on which it based its findings, and advise *you* in writing, if there was any system or equipment malfunction at the time of the transaction.

If *you* are not satisfied with the decision, *you* may wish to take the matter further. *You* may, for instance, contact the Banking and Financial Services Ombudsman.

## 5.5 Financial Ombudsman Service

The Financial Ombudsman Service (FOS) scheme is an impartial, independent and free service for personal and small business customers.

The FOS cannot investigate:

- A claim for more than \$280,000.
- A claim in relation to a commercial decision by HSBC, such as whether a loan is approved.
- A claim in relation to HSBC's general policy or practice, such as interest rates or fees.

**For more information refer to the FOS website [www.fos.org.au](http://www.fos.org.au) *You can contact the FOS by writing to:***

Financial Ombudsman Service

GPO Box 3 Melbourne, VIC 3001

Phone: 1300 780 808

Facsimile: (03) 9613 7345

Email: [enquiries@fos.org.au](mailto:enquiries@fos.org.au)

## 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 precontractual 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 Financial Ombudsman Service and can be contacted at 1300 78 08 08, [www.fos.org.au](http://www.fos.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.

### **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 FINANCIAL OMBUDSMAN SERVICE AND CAN BE CONTACTED ON 1300 78 08 08, [www.fos.org.au](http://www.fos.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 any payment facilities EasyPay (automated, regular payments) and CallPay (cardholder initiated, random payments), which are both facilities which generate 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.

*e-Payments Code* means the the e-Payments Code.

*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 National 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 Personal loan 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*.
- 1.5** *We* warrant that *we* will comply with the requirements of the *EFT Code* where *you* use CallPay to approve a *direct debit request* and the requirements of that code apply to *your* dealings with *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 Personal loan 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 Personal loan 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 Personal loan 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*.





For more information or assistance please contact:

**1300 308 280**

[www.hsbc.com.au](http://www.hsbc.com.au)  
or visit any HSBC branch

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